
AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

OLD BUSINESS

- [1.](#) Approval of Minutes

AUDIENCE PARTICIPATION

PRESENTATIONS

- [2.](#) Lansing Lions Club Proclamation

NEW BUSINESS

- [3.](#) Public Hearing - Ordinance 1135 – Fairlane Townhomes Phase II RHID
- [4.](#) Resolution B-7-2025 – Monroe Manor RHID Public Hearing
- [5.](#) 2026 Independence Day Fireworks Show Deposit
- [6.](#) Executive Session – Economic Development
- [7.](#) Executive Session – Personnel Matters of Non-Elected Personnel

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

- [8.](#) 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.

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Tish Sims, City Clerk
DATE: July 29, 2025
SUBJECT: Approval of Minutes

The Regular Meeting Minutes of July 17, 2025, are enclosed for your review.

Action: Staff recommends a motion to approve the Regular Meeting Minutes of July 17, 2025, as presented.

CITY OF LANSING
CITY COUNCIL MEETING

REGULAR MEETING MINUTES
July 17, 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 and Kevin Gardner

Ward 2: Don Studnicka and Jake Kowalewski

Ward 3: Kerry Brungardt and Jesse Garvey

Ward 4: Dan Clemons and Pete Robinson

Councilmembers Absent:

OLD BUSINESS:

The Regular Meeting minutes of July 3, 2025, were provided for review.

Councilmember Kirby made a motion to approve the Amended Regular Meeting Minutes of July 3, 2025, as amended with the correction of the return to open session time after the second executive session. Councilmember Kowalewski seconded the motion.

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

Audience Participation: none

Presentations:

Leavenworth County Port Authority (LCPA) Education Campaign

Mr. Greg Kaaz was in attendance to update Council. The 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

Mr. Kaaz gave a presentation discussing:

- Value of Economic Development
- Transparency and Accountability

Discussion continued between Council and Mr. Kaaz regarding the need for educating the community on economic development and the financial support necessary.

COUNCIL CONSIDERATION OF AGENDA ITEMS:

Public Hearing – Ordinance 1134 - Riverbend Heights RHID

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 and Agreement for Riverbend Heights.

The Development Plan creates the Riverbend Heights RHID covering approximately 146 acres southwest of McIntyre Rd. & 131st St. and anticipates the development of approximately 406 single-family homes. Under the agreement, the developer fronts all infrastructure costs and is repaid only from new property-tax growth inside the district. For the first 15 years, 80 percent of that

increment is captured for reimbursement. Starting in **year 16 the capture steps down each year— 75 percent, 70 percent, 65 percent, 60 percent, and finally 55 percent until year 20**so the City's share of new taxes steadily rises over the back end of the term.

Reimbursements are further limited by a hard cap: no more than \$52,500 per finished lot, and never more than \$21.892 million in total.

Chris Colson from Ad Astra spoke to the Council regarding amendments to the development plan, construction options for basements, price point, and square footage.

Councilmember Studnicka made a motion to open the public hearing to consider the establishment of a Reinvestment Housing Incentive District (RHID) and the adoption of the associated Development Plan for Riverbend Heights. Councilmember Brungardt seconded the motion.

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

Public Comments began at 7:31PM and ended at 8:22PM:

April Cromer – 23916 131st St Leavenworth, KS
 John Redden – 24170 131st St. Leavenworth, KS
 Tom Dials – 12500 Knollwood Dr Leavenworth, KS
 Scott Tenner – 13697 McIntyre Rd Leavenworth, KS
 Ryan Burton – 13068 McIntyre Rd Leavenworth, KS
 Paul Cromer – 23916 131st St Leavenworth, KS
 Harland Russell – 934 Wyndham Dr. Lansing, KS
 William L. Page – 1101 Sycamore Ridge, Lansing, KS
 Janie Stockman – 24314 131st Street Leavenworth, KS
 Rebecca Mahan – 13883 McIntyre Rd Leavenworth, KS
 Trina Gilfert – 24227 139th St. Leavenworth, KS
 Mike Kenaga - 23979 131st St. Leavenworth, KS (Mary and Henry Kenaga Trust)
 Chuck Urwin – 24282 126th St. Leavenworth, KS
 Joe Oakes - Ad Astra Design Team
 Curtis and Jessamyn Buckler - 13749 McIntyre Rd Leavenworth, KS (letter read by Councilmember Kirby.)

Councilmember Brungardt made a motion to close the public hearing. Councilmember Studnicka seconded the motion.

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

Councilmember Brungardt made a motion to approve Ordinance No. 1134 – establishing a Reinvestment Housing Incentive District and adopting the Development Plan for the Riverbend Heights Reinvestment Housing Incentive District. Councilmember Garvey seconded the motion.

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

Board of Zoning Appeals Appointment

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

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.

Staff recommends Council appoint Mr. Payne to fill the vacant seat on the BZA.

Councilmember Kirby made a motion to appoint Brian Payne to the Board of Zoning Appeals for a term ending on April 30, 2028. Councilmember Clemons seconded the motion.

Discussion occurred with Community and Economic Development Director Joshua Gentzler clarifying that Mr. Suozzo was stepping down as the Planning Commission's representative for the Board of Zoning Appeals.

Roll Call Vote: Aye: Councilmembers Garvey, Robinson, Clemons, Brungardt, Studnicka, Gardner, Kirby and Kowalewski; Nay: none; Abstain: none; Absent: none; 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 8:26PM and returning to the Council Chambers at 8:41PM and to include the Governing Body, City Administrator, City Attorney, Police Chief Wayman. Councilmember Kowalewski seconded the motion.

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

Councilmember Kirby made a motion to return to Open Session at 8:41PM. No binding action was taken. Councilmember Kowalewski seconded the motion.

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

REPORTS:

Department Heads: none.

City Attorney: none.

City Administrator:

- RHID – Monroe Manors update.
 - Preliminary plat submitted.
 - Developer is evaluating/considering RHID.
 - No site plan provided by Schimke/Epic Estates.
- RHID – discussion on making the program more stringent or a moratorium.
- National City Manager conference in Tampa Bay and would like to attend.
- New fire truck hopefully in August.

Governing Body:

Councilmember Garvey:

- Commented on the 6" of rain and asked for clarification about how that would affect the Ida Rd closure.

Discussion occurred with City Administrator Vandall and council regarding expected time line for repairs on Ida/Gamble.

Councilmember Robinson:

- Meet with the mayor about making comments on motions.
- Wanted homes that a teacher/fireman could afford.
- Thinks River Bend is too much too fast.
- Opportunity to vote for other developments

Councilmember Clemons:

- Thanked Mr. Payne for volunteering.

Councilmember Brungardt:

- None.

Councilmember Studnicka:

- Anxious to see how the LCPA will develop and educate the community.

Councilmember Gardner:

- Apologized for not following procedure during open meeting.

Councilmember Kirby:

- Spoke of former Councilmember Dave Trinkle stating that you cannot please everyone all the time.

Councilmember Kowalewski:

- None.

ADJOURNMENT:

Councilmember Kowalewski made a motion to adjourn. Councilmember Clemons seconded the motion.

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

The meeting was adjourned at 8:49 PM.

ATTEST:

City Clerk Tish Sims, CMC

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Tish, City Clerk
DATE: August 1, 2025
SUBJECT: Lansing Lions Club Proclamation

A proclamation in recognition of the 71st anniversary of the Lansing Lions Club serving our community.

Several members of the Lansing Lions Club will be present to receive the proclamation.

Policy Consideration: N/A

Financial Consideration: N/A

Action: None



Lansing Lions Club Proclamation

Whereas: the Lansing Lions Club was established August 17, 1954, and is now celebrating 71 years of serving Lansing and surrounding communities; and

Whereas: this club is comprised of volunteers who dedicate their time to community service through many local efforts, as well as through district, state, and international programs; and

Whereas: the Lansing Lions Club is known by the community to generously assist with the Mayor's Christmas Tree program every year by coordinating a food drive with Boy Scout Troop 165 and Cub Scout Pack 3165 as well as sorting and preparing the items for distribution to the families; and

Whereas: the club has coordinated the Annual Easter Egg Hunt for the community for 26 years; and

Whereas: the club sponsors scholarships for deserving Lansing High School graduates every year; and

Whereas: the Lansing Lions Club coordinates with other clubs in our community to host blood drives, drug take backs, and adopt a street efforts; and

Whereas: The Lansing Lions Club continues to celebrate, among new and long-standing members, their proud legacy and commitment to helping others.

Now, Therefore: we the Mayor and City Council of the City of Lansing, State of Kansas, do hereby recognize and thank the Lansing Lions Club for their support and willing hearts and hands in helping make our community a great place to live. Let us support them as they celebrate their 71st Anniversary this year

In witness thereof, I have hereunto set my hand and caused the great seal of the City of Lansing to be affixed this 7th day of August, in the Year of Two Thousand and Twenty-five.

City of Lansing

Anthony McNeill, Mayor

Tish Sims, City Clerk

AGENDA ITEM

TO: Tim Vandall, City Administrator
 FROM: Joshua Gentzler JG
 DATE: August 7, 2025
 SUBJECT: Ordinance 1135 – Fairlane Townhomes Phase II RHID

Overview: The City Council will hold a public hearing to consider the establishment of the Fairlane Townhomes Phase II Reinvestment Housing Incentive District (RHID) and the approval of the corresponding Development Plan and Development Agreement with Greenamyre Rentals, Inc.

The attached Development Plan creates the **Fairlane Townhomes Phase II RHID** which includes the development of approximately 21 townhome units (five triplexes and three duplexes) within the RHID boundaries, located north of Fairlane Street and Santa Fe Drive. Eligible project costs will be reimbursed to the developer on a “Pay-As-You-Go” basis from 80% of the RHID property tax increment.

Item	Amount / Detail
Estimated total project value	≈ \$4,300,000.
Total project cost (budget)	\$4,264,565.
MIH net revenue (grant)	\$450,000.
Total cost less MIH	\$3,814,565.

Policy Consideration: The project addresses a documented shortage of quality housing in Lansing and supports the City’s RHID housing development goals by incentivizing infill residential construction.

Financial Consideration:

- **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.

Action: Staff recommends approval of the Development Plan for the Fairlane Townhomes Phase II Reinvestment Housing Incentive District and adopting Ordinance 1135 establishing the RHID.

ORDINANCE NO. 1135

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 (FAIRLANE TOWN HOMES PHASE II 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-10-2024 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 August 12, 2024, 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 Fairlane Town Homes Phase II 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-6-2025, 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 August 7, 2025, and provided for notice of such public hearing as provided in the Act; and

WHEREAS, a public hearing was held on August 7, 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 August 7, 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-6-2025, 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 (Fairlane

Town Homes Phase II Reinvestment Housing Incentive District) between the City and Greenamyre Rentals, Inc. 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 August 7, 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.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the Governing Body of the City of Lansing, Kansas, and **SIGNED** by the Mayor on August 7, 2025.

(SEAL)

Anthony R. McNeill, Mayor

ATTEST:

Tish Sims, City Clerk

EXHIBIT A**LEGAL DESCRIPTION OF PROPOSED
FAIRLANE TOWN HOMES PHASE II REINVESTMENT HOUSING INCENTIVE DISTRICT**

A tract of land being a part of Lot 1, Fairlane Townhomes, 1st Plat, an Administrative Plat in Lansing, Leavenworth County, Kansas, filed as Document Number 2023P00058 at the Register of Deeds office of Leavenworth County; a description written by D. Steven West, PS No. 1614, on June 10, 2025, and being more particularly described as follows:

Beginning at the Northwest Corner of said Lot 1, said point being the same point as the Point of Beginning for said plat boundary of Fairlane Townhomes, 1st Plat; thence N 88°45'25" E along the North boundary line of said plat, a distance of 118.22 feet; thence S 68°29'00" E along the North boundary line of said plat, a distance of 88.51 feet to a point of curvature; thence Southwesterly along the East boundary line of said plat along a curve to the right having an initial tangent bearing of S 21°31'00" W, a radius of 3270.00 feet, a delta angle of 04°45'10", and an arc length of 271.25 feet; thence continuing along the East boundary line of said plat S 26°16'09" W, a distance of 93.31 feet; thence N 63°27'11" W, a distance of 236.04 feet;

thence N 01°04'45" W along part of the West boundary of said plat, a distance of 162.94 feet;

thence N 88°38'53" E along part of the West boundary of said plat, a distance of 77.92 feet;

thence S 63°07'28" E along part of the West boundary of said plat, a distance of 50.04 feet;

thence N 20°22'03" E along part of the West boundary of said plat, a distance of 121.48 feet to the Point of Beginning, and containing 81,198.56 square feet, more or less.

EXHIBIT B

**MAP OF PROPOSED
FAIRLANE TOWN HOMES PHASE II REINVESTMENT HOUSING INCENTIVE DISTRICT**

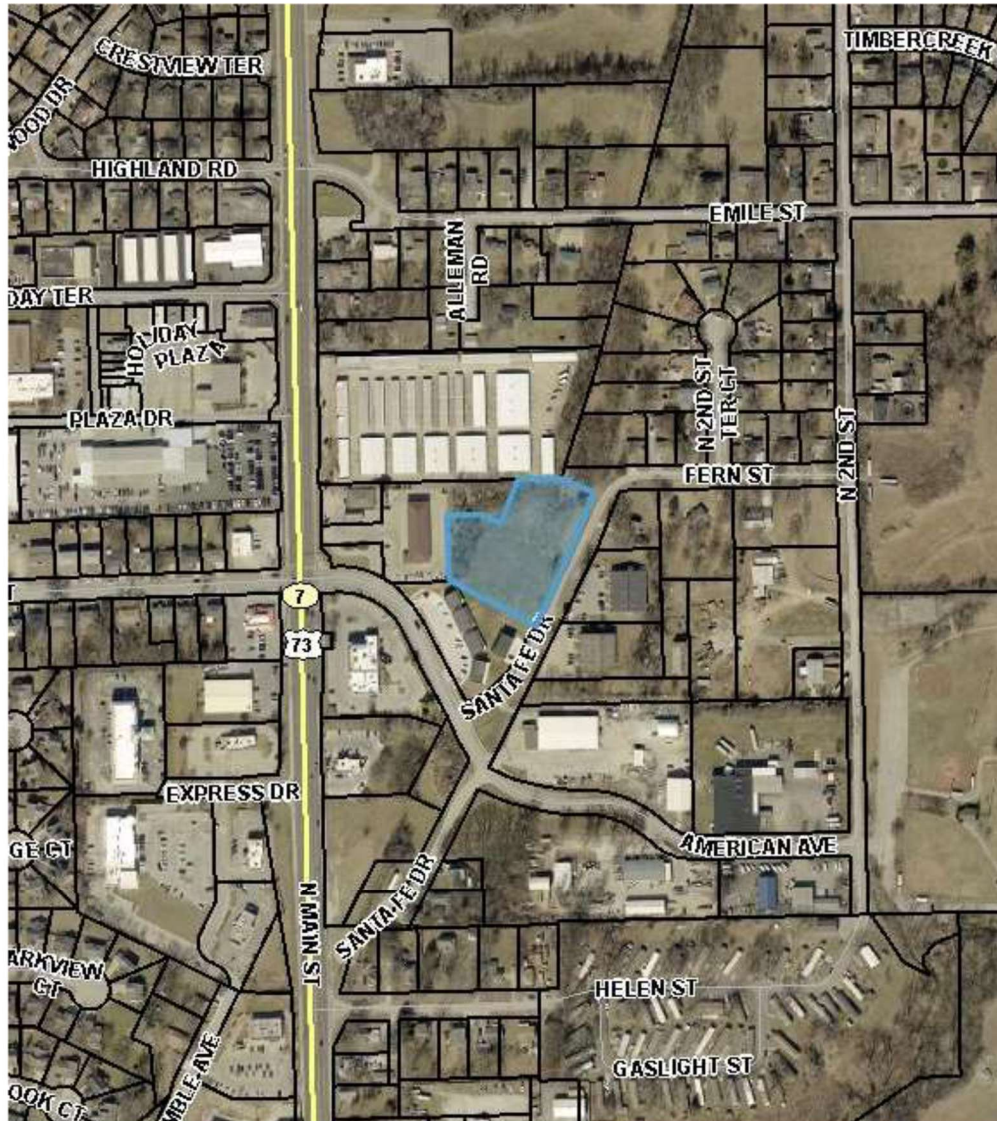


EXHIBIT A**Fairlane Town Homes Phase II Request for Reinvestment Housing Incentive District (RHID)
Cover Letter**

June 9, 2025

Fairlane Town Homes Phase II Reinvestment Housing Incentive District is a project consisting of the development of approximately 21 units, consisting primarily of five (5) triplex buildings (15 units) and three (3) duplexes (6 units). The project will include nineteen (19) 2-bedroom/1.5-bath units of 1,100 square feet that will rent for \$1,375 per month, and two (2) 1-bed/1-bath units of 600 square feet that will rent for \$900 per month, as determined by the developer consistent with the City of Lansing's RHID Policy.

The project is being developed by Greenamyre Rentals, Inc. Greenamyre is a residential rental developer based in Leavenworth, Kansas. The rental unit development for Fairlane Town Homes Phase II will take approximately 24 months. Greenamyre has a long history of developing and owning rental units in Lansing. Since 2017, Greenamyre has been the only developer of market rate rental units in Lansing.

The City's 2023 Housing Study revealed through analysis what community leaders, citizens, and City officials already have recognized. Lansing is in dire need of all types of housing. The study (through stakeholder meetings and analysis of community demographics, existing housing, and recent housing activity) indicated the following:

- ✓ There is a shortage of rental housing
- ✓ There is little or no new subdivision development
- ✓ The cost of infrastructure is a prohibitive factor
- ✓ Relatively slow absorption rates and lack of economies of scale are a barrier to housing development
- ✓ There is a lack of housing choice in the housing supply in the market
- ✓ There is perceived development risk because of Lansing being on the geographic edge of the KC metro area

Highlights from stakeholders and community input indicated the following:

- Lot and development costs were a barrier: Infrastructure costs have nearly doubled in recent years which makes it extremely difficult for developers to take the risk of developing new subdivisions. Unfortunately, Lansing has experienced this with the miniscule number of building permits pulled in recent years as evidence. Without tools like RHID, communities like Lansing will continue to see limited growth and stagnant population growth.
- RHID could be an effective tool for funding infrastructure: As highlighted later in the narrative, rather than saddling future homeowners with special assessments to pay for the infrastructure, RHID allows the developer to finance it and pay for those costs through future real estate taxes on the homes constructed.
- Lansing has a story to tell, developers and builders are less enthused about more regulated 'red tape' environments for development: **We are open for business:** By joining the other municipalities in the region in implementing the RHID program, Lansing is advertising that they are open for business and are pro-growth.
- It is difficult to build attainable housing because of construction costs, NIMBY ("not in my backyard") opposition and lack of incentives. Employees who work in the city (including teachers) live outside the community and many even across state lines in Missouri. In the school system, only 20-25% live in Lansing.
- At one time Lansing had 25 active builders, that number has now dwindled to two or three.
- Lansing has a large number of single-family rentals. In the Rock Creek area, 20-30% of homes are rentals. Short-term owners often flip houses to property managers. Prospective apartment residents cannot find settings with modern amenities. Limited rental options allow landlords to rent units with reduced upkeep. Lansing and Leavenworth both lack market rate rentals.
- Resistance to townhouses has always been there, but that will have to change. The only way to get unit costs down is to build density. Builders expressed significant interest in building medium-density housing or mixed density projects incorporating twin-homes, duplexes, and townhouses. There was some resistance to traditional apartments, with greater appeal for townhouse settings.
- 64.5% of respondents had incomes between \$50,000 and \$149,999. 65.5% of respondents pay between \$500 and \$1,999 monthly rent or mortgage payments.

Housing Study Summary -

Population Growth –

Non-LCF population growth was 6.9% between 2010 – 2020 - a .67% annual growth. Basehor grew by nearly 50% during that same period and Tonganoxie grew by 11.5% during the same period. USD 469 grew by only 2.69% in total in the last five (5) years while experiencing some years of decline.

Construction Activity

RDG (the author of the housing study) uses a “50 new housing units per 10,000 residents” as a benchmark for a city experiencing steady growth. Lansing has fallen well behind this benchmark constructing 73 units between 2017 – 2022 – an average of around 12 units a year. A total of only 28 duplex and multifamily units were constructed during that time (all by Greenamyre), an average of just under 5 per year - a surprisingly low number for a community of Lansing’s size.

Figure 2.16: Lansing Building Permits Issued 2010-2022

PERMIT TYPE	2017	2018	2019	2020	2021	2022	TOTAL
1-Family	15	8	7	6	1	8	45
Duplex	4	0	0	4	6	0	14
Multifamily	0	0	0	0	0	14	14
Total	19	8	7	10	7	22	73

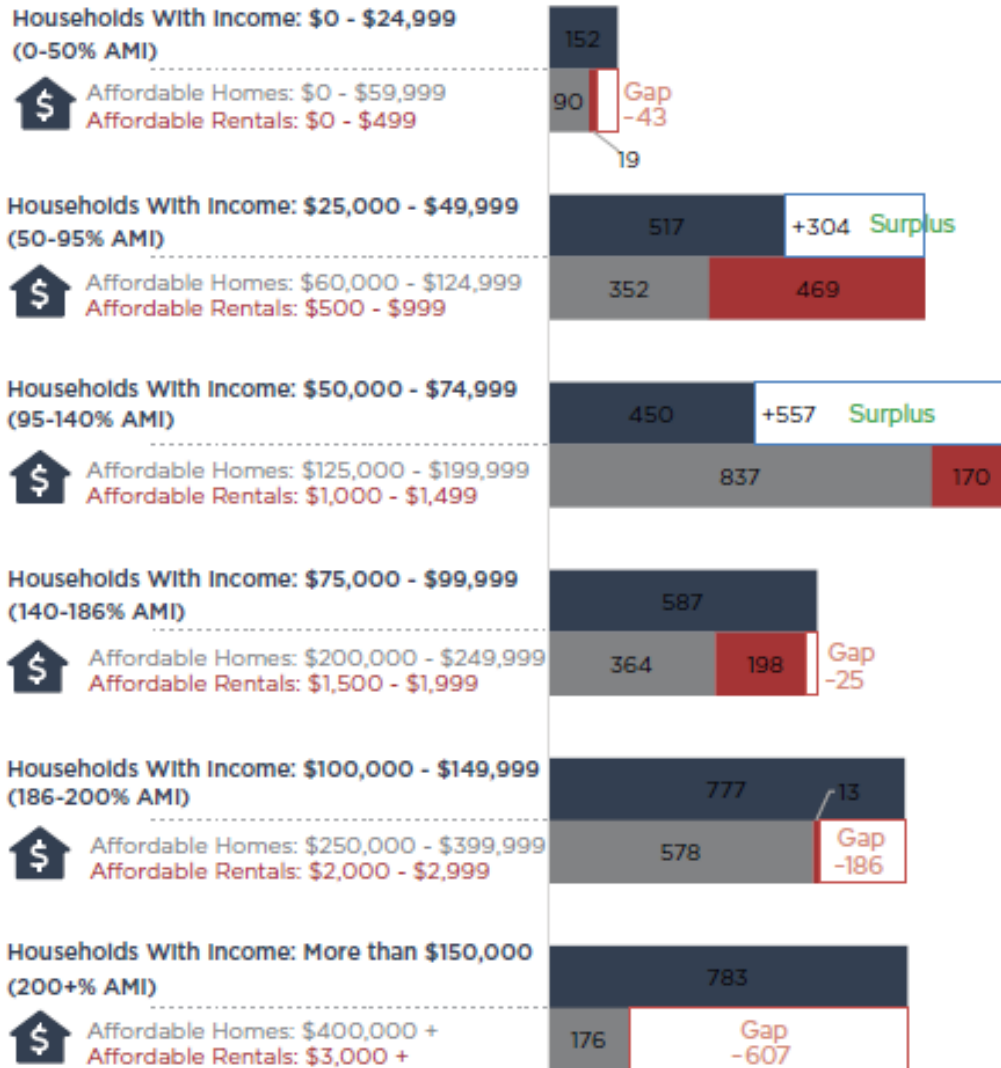
Source: City of Lansing

Housing Affordability

A standard in common use is that a household can afford to allocate 30% of its adjusted gross income to housing-related costs. With 64.5% of respondents having incomes between \$50,000 and \$149,999 for comparison purposes, a household with \$50,000 in income can afford \$1,050 per month in housing costs while a household with \$150,000 in income can afford \$3,550 in housing costs.

Housing Gap – There is a Gap of 211 housing units in the \$75,000 - \$150,000 household income range. The Gap for households with incomes of \$150,000 or more is 607. This project is focused on affordable housing which will include both cohorts between \$75,000 - \$150,000 but will also include some residents in the cohort between \$25,000-\$49,999 for the smaller and lower cost rental units.

Figure 2.25: 2020 Value to Income Ratio



Source: American Community Survey (5-Year Estimates); RDG Planning & Design

Recent market changes to home types according to the Housing Study –

Substantial changes in the market are taking place.

‘Some of these changes are driven by preferences – younger families with a number of demands on their free time are attracted to less time spent on lawn maintenance, want greater walkability, and are sometimes motivated by environmental impact and climate concerns. But the leading influences are economic – land and development costs per conventional subdivision lots are very high and the relatively large, detached homes on them are also expensive as construction costs rise. Typical new construction home costs are typically starting at \$400,000 to \$450,000 and upward, and younger prospective homebuyers are priced out of the market. Higher interest rates are exacerbating the problem

There are two primary ways to address some of these issues: higher residential densities to reduce land and development cost per unit and reducing construction cost by building smaller houses and/or using common walls and rooflines through attached configurations like duplexes, twin homes, and townhomes. These forms are now commonly referred to as "missing middle" development – the middle range between conventional large lot single family development and typical apartments. But economic imperatives and changing development practices are beginning to make these housing forms less "missing."

The project directly addresses these factors by developing 21 housing units between 600 and 1,000 square feet.

Demand through 2030

The Housing Study indicates a need for 112 middle-density residential and 112 multi-family residential units for a total of 224 units. This project addresses both of those unit types.

Figure 3.7: New Residential Land Needs for Scenario

HOUSING TYPE	UNITS/ACRE	NUMBER OF PROJECTED UNITS	REQUIRED LAND AREA (A)
Conventional 1-family	2.75	168	61
Small lot 1-family	5.0	168	34
Middle-density residential	5.0	112	14
Multifamily residential	16.0	112	7
TOTAL	4.84	560	116

Source: RDG Planning & Design

Housing Study Strategy –

Two of the key recommendations are lot development and mitigating risk.

The study suggests lowering the risk related to infrastructure and public improvements in ways that help share the cost and address housing gaps.

Without improved lots or development sites, there is no place to build new housing. Lot development through private financing is a high risk, low reward proposition for developers. Money is spent on the front end for streets, sewers, and water. If residential lot absorption is slow, the developer experiences financial risk and stress. Kansas has two primary tools to address this problem.

Special Assessments –

The development team views special assessments as necessary in some cases, such as building major offsite infrastructure or addressing major onsite issues. However, the overall view is specials mitigate the developer's risk but place larger risk on the city and a cost burden for the homebuyers. They are also confusing to the homebuyer and distort the value of the home.

Revitalization Housing Incentive District (RHID) –

RHID places the risk on the developer, incentivizes builders because of lower site work costs, and ultimately helps the renter when RHID savings are passed on to the end consumer. With RHID, the developer will pay for site work and utilize the RHID tool to recoup costs.

The RHID statute dictates that the state school fund will retain 20 mills for state school funding. Schools are partially funded on a 'per student basis.' Students living in the project would attend USD 469 schools, however, if the first phase of Fairlane is an indicator there won't be many students living in the project. The first phase has had two students in 2023/24 and one student in 2024/25 attending Lansing schools. With the acknowledgment that school funding is complex, this should result in an **increase** or no effect on the school district.

This project will be a catalyst for the housing that is needed and desired in Lansing and will indicate to other developers that Lansing has a thriving market that is open for business.

The request is for a 20-year RHID with an 80% Developer and 20% Taxing Jurisdiction Split.

The total project value is estimated to be approximately \$4,300,000.

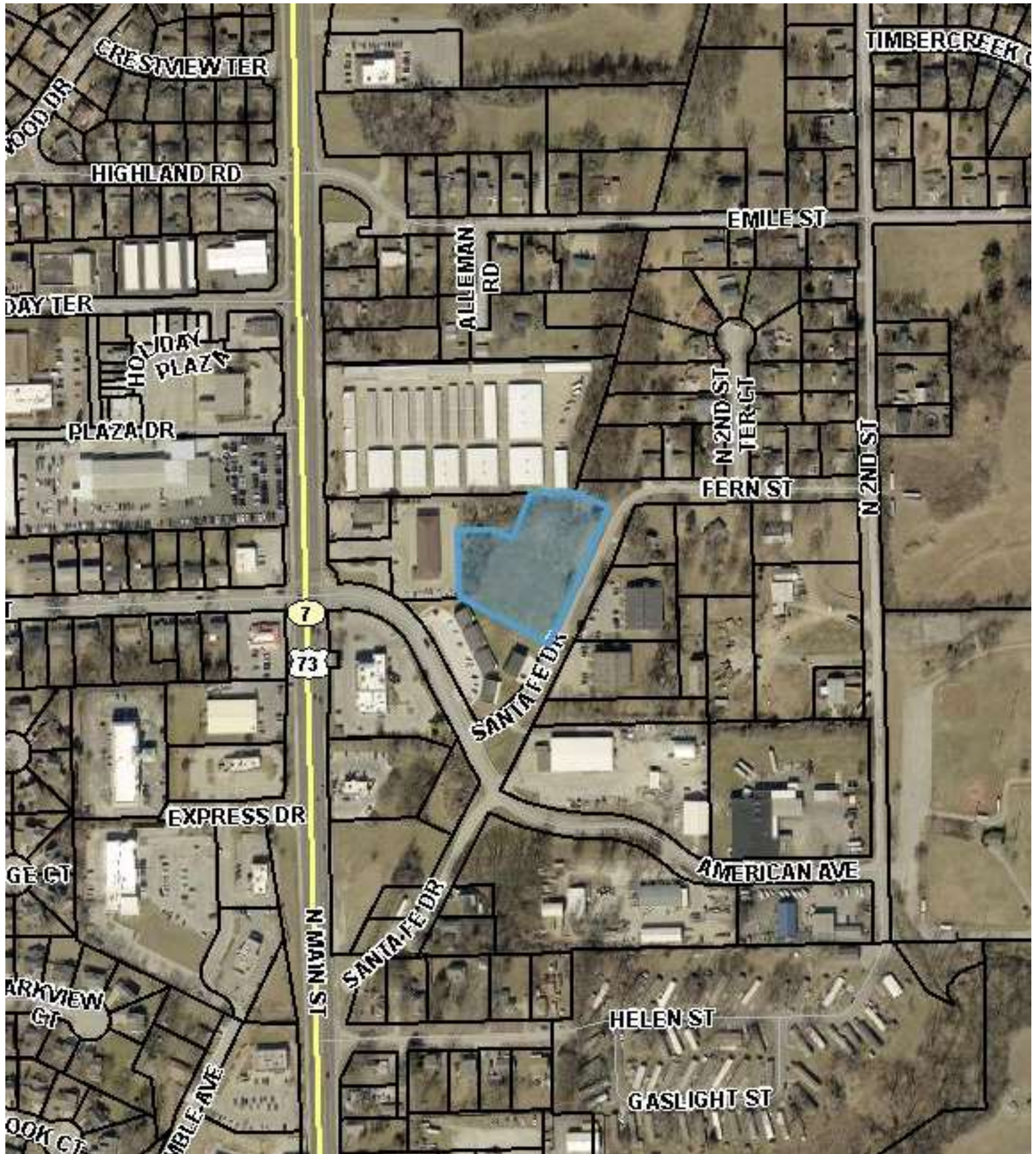
Exhibit B: Legal Description & Map of Proposed District

Legal Description :

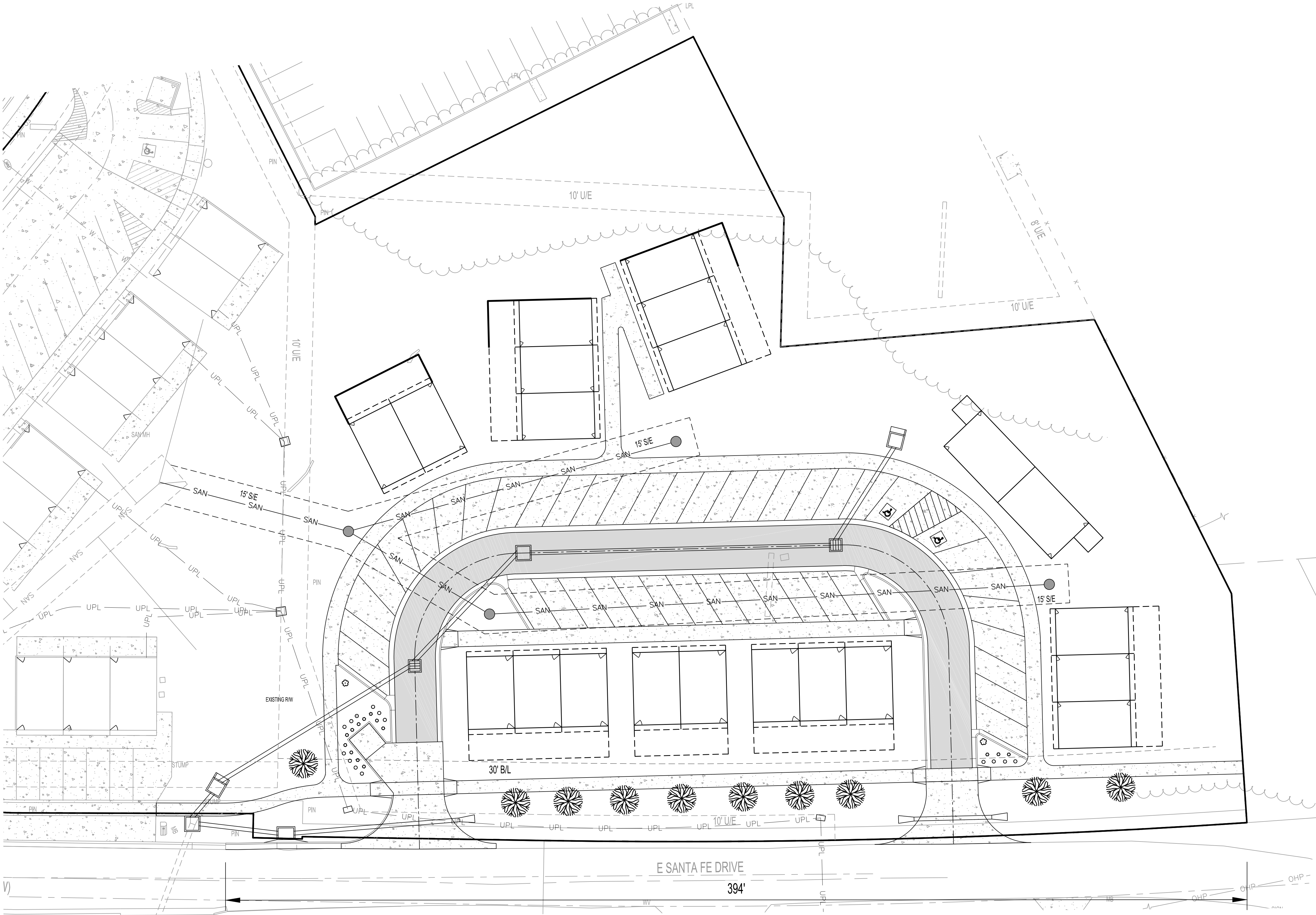
A tract of land being all of Lot 2B Midtown Court Subdivision, 2nd Plat, and all of Lot 2, Fairlane Commercial Development, and a part of Abandoned Railroad of Santa Fe Subdivision, all being a part of the Northwest Quarter of Section 19, Township 9 South, Range 23 East of the 6th P.M. in the City of Lansing, Leavenworth County, Kansas, a description written by D. Steven West, PS No. 1614, on October 19, 2023, and being more particularly described as follows:

Commencing at the Northwest Corner of Lot 2A, Midtown Court Subdivision, 2nd Plat, a subdivision recorded as plat Document 2020P00013 at the Register of Deeds office of Leavenworth County; thence N 88°45'25" E along the North line of said Lot 2A, Midtown Court Subdivision, 2nd Plat, a distance of 341.82 feet to the Northeast corner of said Lot 2A, said point also being the Northwest Corner of Lot 2B, said Midtown Court Subdivision, 2nd Plat, said point also being the Point of Beginning; thence continuing N 88°45'25" E, a distance of 118.22 feet the Northeast Corner of said Lot 2B; said point also being the Northwest corner of Parcel 2 as described in a Kansas Quit Claim Deed recorded as Document number 2020R09745 at the Register of Deeds office of Leavenworth County; thence S 68°29'00" E, a distance of 88.51 feet to the West right-of-way line of Santa Fe Drive as now established and as shown on the plats of Santa Fe Subdivision, Jer-Dan Corners Subdivision, and Lansing Light Industrial Park, all subdivisions in Leavenworth County, Kansas; thence Southwesterly along said West right-of-way along a curve to the right and being 55.0 feet West of and parallel with the West lines of Lot 3, said Jer-Dan Corners Subdivision and Lot 1 and Lot 2, said Lansing Light Industrial Park, said curve having an initial tangent bearing of S 21°31'00" W, a radius of 3270.00 feet, a delta angle of 04°45'10", and an arc length distance of 271.25 feet; thence S 26°16'09" W continuing along said West right-of-way being 55.0 feet West of and parallel with the West lines of Lot 3, said Jer-Dan Corners Subdivision and Lot 1 and Lot 2, said Lansing Light Industrial Park, a distance of 93.31 feet to a point on the North line of Lot 2, Fairlane Commercial Development, a subdivision recorded as plat Document 2009P00010 at the Register of Deeds office of Leavenworth County; thence S 63°27'11" E along the North line of said Lot 2, Fairlane Commercial Development, a distance of 0.88 feet to the Northeast boundary corner of said Fairlane Commercial Development; thence S 26°44'19" W along the East Boundary of said Fairlane Commercial Development, a distance of 19.02 feet; thence N 63°30'39" W continuing along said East Boundary, a distance of 9.30 feet; thence S 25°31'50" W along the said East Boundary, a distance of 88.58 feet; thence Southeasterly continuing along said East Boundary along a curve to the right having an initial tangent bearing of S 24°56'10" W, a radius of 170.13 feet, a delta angle of 40°02'14", and an arc length of 118.88 feet; thence S 64°22'59" W, a distance of 57.47 feet to the South-most corner of Lot 2, said Fairlane Commercial Development; said point also being on the East line of Fairlane Street, as now established and as shown per said plat of Fairlane Commercial Development; thence N 25°37'02" W along the West line of said Lot 2, a distance of 237.75 feet to a point of curvature; thence Northwesterly along said West line of said Lot 2 along a curve to the left having an initial tangent bearing of N 25°37'02" W, a radius of 230.13 feet, a delta angle of 29°20'44", and an arc length of 117.87 feet to the Southeast corner of a portion of a Permanent Right-of-Way Grant as recorded in a document recorded in Book 835, Page 448 at the Register of Deeds office of Leavenworth County, said point also being the South-most Southwest Corner of said Lot 2A, said Midtown Court Subdivision, 2nd Plat; said point also being the Northwest Corner of Lot 2, Fairlane Commercial Development; thence N 88°30'24" E along the South line of Lot 2A and in common with the North line of said Lot 2 Fairlane Commercial Development, a distance of 152.74 feet to an inflection point in the South line of said Lot 2A and the North line of said Lot 2, Fairlane Commercial Development; thence S 63°27'11" E along said South line of said Lot 2A, a distance of 3.05 feet to the Southeast Corner of said Lot 2A in common with the Southwest Corner of said Lot 2B, said Midtown Court Subdivision, 2nd Plat; thence N 01°04'45" W along the West line of said Lot 2B, a distance of 162.94 feet; thence N 88°38'53" E along the West line of said Lot 2B, a distance of 77.92 feet; thence S 63°07'28" E along the West line of said Lot 2B, a distance of 50.04 feet; thence N 20°22'03" E along the West line of said Lot 2B, a distance of 121.48 feet, to the Point of Beginning, and containing 137,071.74 square feet or 3.14 acres.

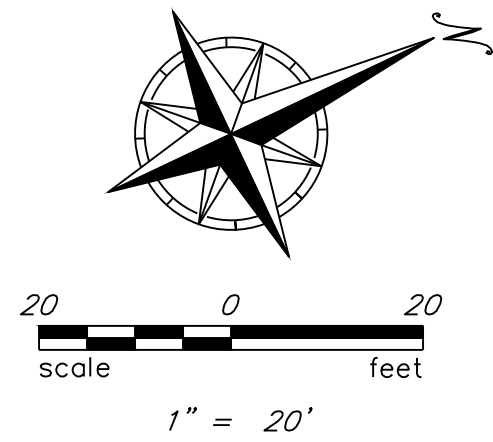
Exhibit C: Preliminary Site Plan



[File Location: Y:\Kansas\1300-505\1325-500010_00_Site Plan\1325-500010_00_Site Plan\1325-500010_Landscape Plan.dwg] [Plot Date: 4/30/2025 12:01:46 PM] [Last Saved: 4/30/2025 11:49:36 AM: Edearduff]



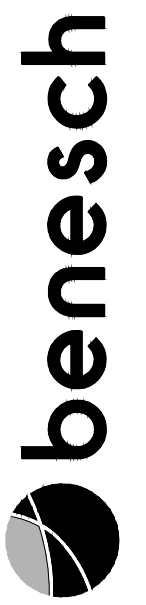
PLANTING SCHEDULE				
Symbol	Total	Common Name	Botanical Name	Size
	10	Commemoration Sugar Maple	Acer saccharum	3" Cal Min.
	14	Magic Carpet Spirea	Spiraea japonica	2 gal Min.
	14	Lodense Privet	Ligustrum vulgare	2 gal Min.
	2	Goldfinger Potentilla	Potentilla fruticosa	2 gal Min.



OWNER / DEVELOPER
GREENAMYRE RENTALS, INC.
2500 S 2ND STREET
LEAVENWORTH, KS 66048

FARILANE TOWNHOMES PH. 2
LANSING, KANSAS

LANDSCAPE PLAN



15700 College Blvd. #202
Lenexa, KS 66219
Job No. - 1325-500004.00

DESIGNED BY: [Signature]

DRAWN BY: [Signature]

CHECKED BY: [Signature]

REVIEWED BY: [Signature]

PROJECT:

DATE:

SHEET NO.

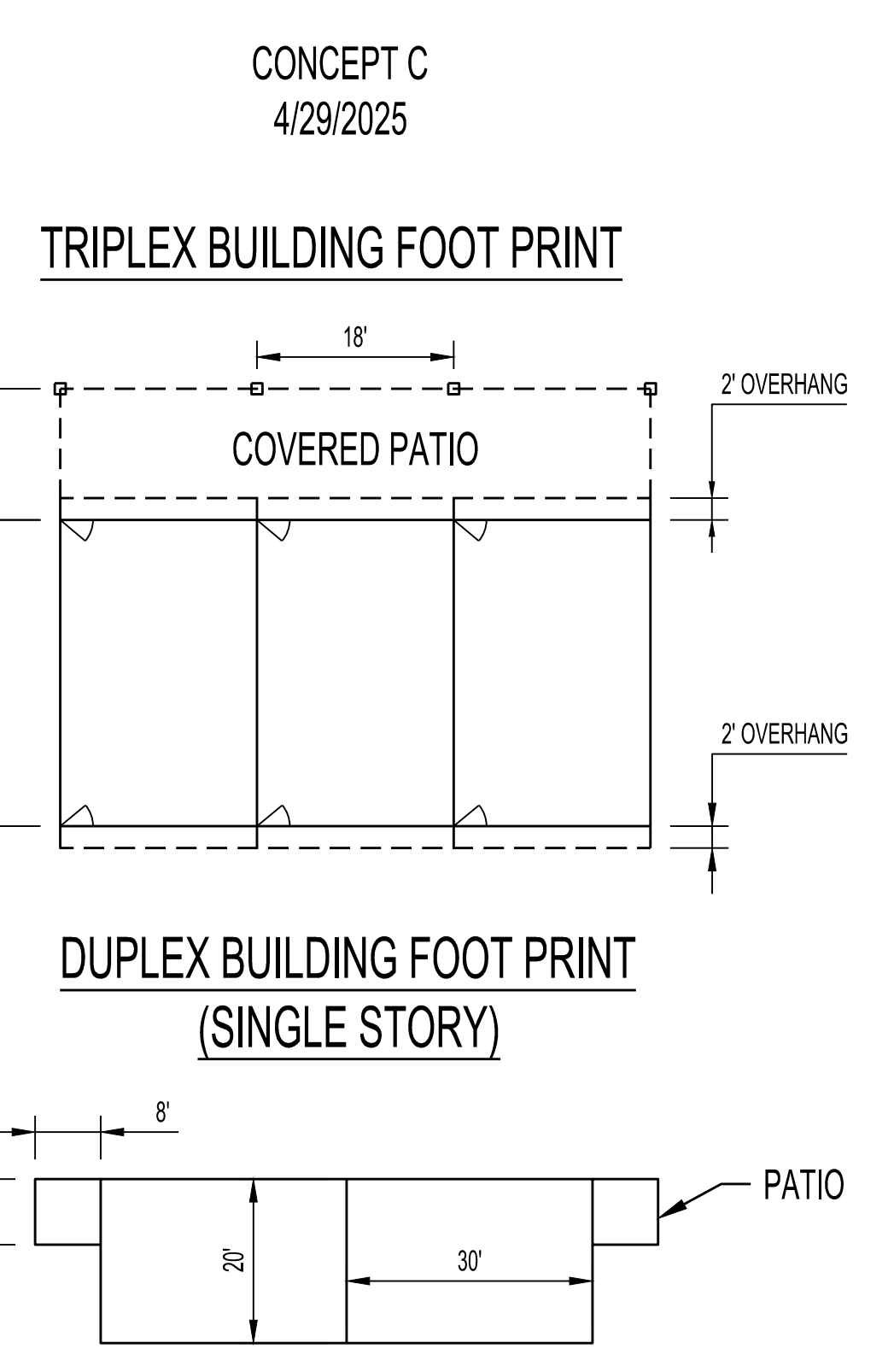
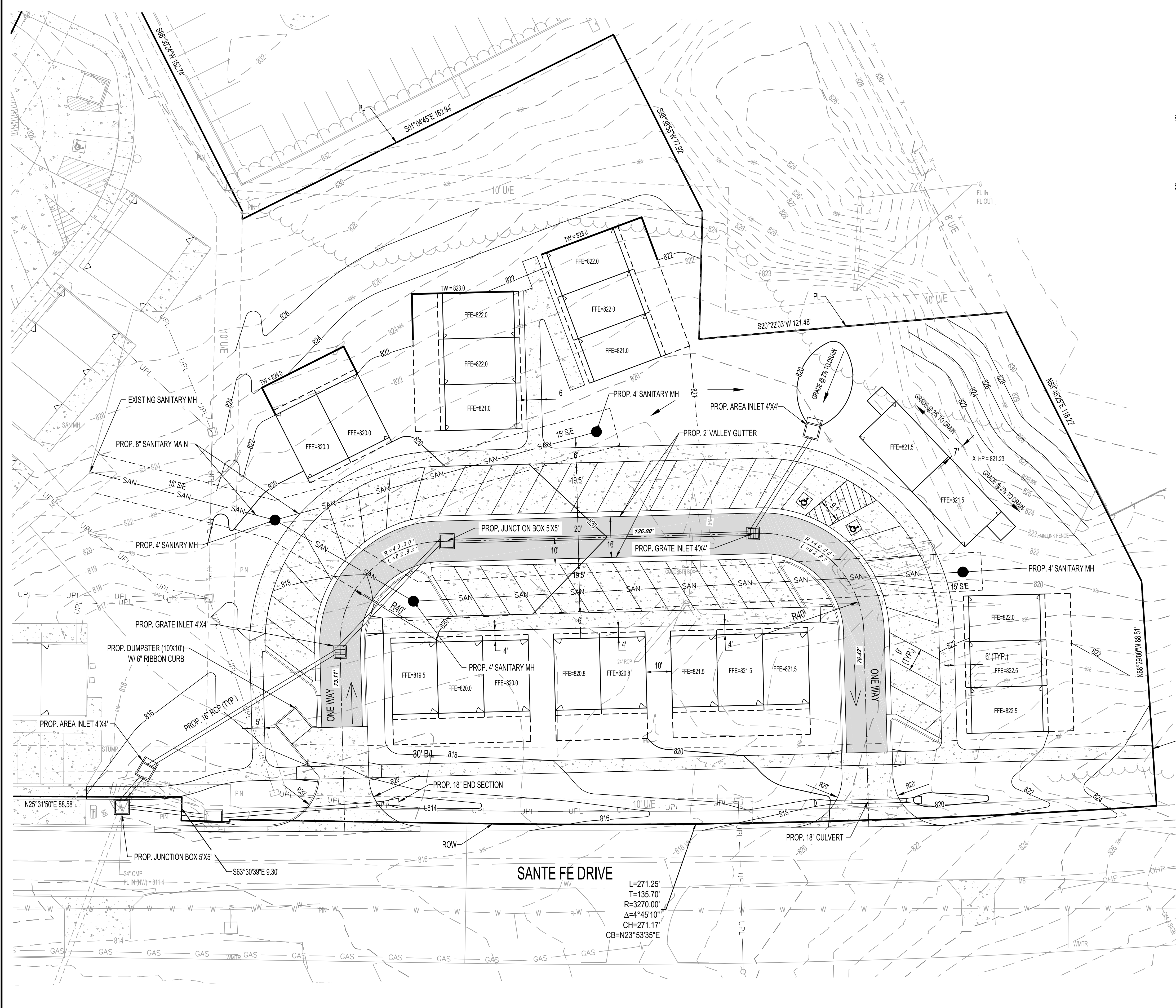
of

REVISIONS

NO.

Agenda Item 3.

[File Location: \\Karsa\\1325-500010.00_Greenmeyer\\Eng_Docs\\Drawings\\1325-500010.00-Site\\Plan\\1325-500010.00-Site_Plan_Plot.dwg] [Plot Date: 4/29/2025 11:43:37 AM] [User: Smetz, J] [Laser: Smetz, J] [Laser: Smetz, J]



PROJECT DATA

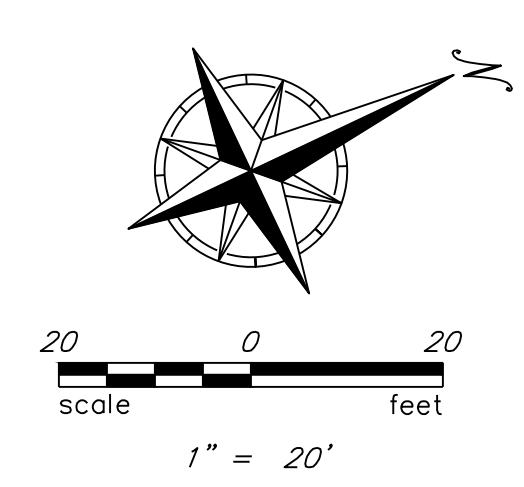
TRIPLEXES	5(15 UNITS)
DUPLEXES	3(6 UNITS)
TOTAL UNITS	21
PARKING W/ 2 ADA	44 SPACES

MINIMUM SETBACKS:

FRONT:	25 FEET
SIDE:	10 FEET
REAR:	30 FEET

LEGEND

- HP - HIGH POINT
- ME - MATCH EXISTING
- TP - TOP OF PAVEMENT
- LP - LOW POINT




Agenda Item 3.																													
								DATE																					
								REVIEWS																					
								NO.																					
SITE PLAN																													
										FAIRLANE TOWNHOMES PH 2 LANSING, KANSAS																			
																				 benesch Alfred Benesch & Company 15700 College Blvd, Suite 202 Lenexa, Kansas 66219 913-888-4647 Job No. - 2020-035 10									
PROJECT: FAIRLANE TOWNHOMES																													
DATE: April 30, 2025																													
JOB NO.: 1325-500010.00																													
SHEET NO.																													
of																													

Exhibit D: Project Proforma/Sources of Funds

Fairlane Townhomes Phase II	
Item	Budget Amount
Land Acquisition Cost	\$ 27,190
Infrastructure Cost	\$ 765,000
Construction Cost	\$ 2,950,000
Const. Orig. Fee	\$ 20,000
Contingency	\$ 150,000
Engineering Architectural	\$ 125,000
Development Fee	\$ 21,000
Appraisal	\$ 7,500
R.E. Tax During Construction	\$ 7,200
Insurance (Included in Construction Bid)	\$ 21,000
Construction Interest	\$ 170,675
Total Project Cost	\$ 4,264,565
MIH Net Revenue	\$ 450,000
Total Cost Less MIH	\$ 3,814,565
Financed Amount	\$ 3,051,652
Equity	\$ 762,913

Property Pro-Forma (20 YR)

Farlane Townhomes Phase II

			20 Units									
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Year Start	Year Ending		1/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030	1/1/2031	1/1/2032	1/1/2033	1/1/2034	1/1/2035
Income Inflation	Expense Inflation		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Revenue			Per Unit									
Base Rental Revenue		\$0	\$ -	\$ -	\$ 335,100	\$ 341,802	\$ 348,638	\$ 355,611	\$ 362,723	\$ 369,977	\$ 377,377	\$ 384,925
General Vacancy	5.00% of Base Rev.	\$0	\$ -	\$ -	\$ (16,755)	\$ (17,090)	\$ (17,432)	\$ (17,781)	\$ (18,136)	\$ (18,499)	\$ (18,869)	\$ (19,246)
Developer RHID Income		\$0	\$ -	\$ -	\$ -	\$ 40,719	\$ 41,533	\$ 42,364	\$ 43,211	\$ 44,076	\$ 44,957	\$ 45,856
Effective Gross Revenue		\$0	\$ -	\$ -	\$ 318,345	\$ 365,431	\$ 372,740	\$ 380,194	\$ 387,798	\$ 395,554	\$ 403,465	\$ 411,535
Expenses												
RE Taxes		\$345	\$ 6,896	\$ 6,896	\$ 6,896	\$ 63,853	\$ 65,130	\$ 66,433	\$ 67,761	\$ 69,117	\$ 70,499	\$ 71,909
Operating Expenses		\$0	\$ -	\$ -	\$ 42,221	\$ 43,065	\$ 43,927	\$ 44,805	\$ 45,701	\$ 46,615	\$ 47,548	\$ 48,499
Total Operating Expenses	#DIV/0! of EGR	\$345	\$ 6,896	\$ 6,896	\$ 49,117	\$ 106,918	\$ 109,057	\$ 111,238	\$ 113,463	\$ 115,732	\$ 118,047	\$ 120,408
Net Operating Income	-0.17% Entry Cap	-\$345	\$ (6,896)	\$ (6,896)	\$ 269,228	\$ 258,512	\$ 263,683	\$ 268,956	\$ 274,336	\$ 279,822	\$ 285,419	\$ 291,127
Annual Debt Service			\$ 52,067	\$ 156,202	\$ 281,719	\$ 281,719	\$ 281,719	\$ 281,719	\$ 281,719	\$ 281,719	\$ 281,719	\$ 281,719
Cash Flow Before Tax			\$ (58,963)	\$ (163,098)	\$ (12,491)	\$ (23,207)	\$ (18,036)	\$ (12,763)	\$ (7,384)	\$ (1,897)	\$ 3,700	\$ 9,408
Return on Equity	\$ 762,913	Equity	-3.73% Avg.	-7.73%	-21.38%	-1.64%	-3.04%	-2.36%	-1.67%	-0.97%	-0.25%	0.48%
Return on Investment	\$ 4,264,565	Investment	-0.67% Avg.	-1.38%	-3.82%	-0.29%	-0.54%	-0.42%	-0.30%	-0.17%	-0.04%	0.09%
Debt Service Coverage Ratio			(0.13)	(0.04)	0.96	0.92	0.94	0.95	0.97	0.99	1.01	1.03

STANDARD LOAN	
Loan Amount	\$ 3,051,652
Interest Rate	6.90%
Loan Term	5 Years
Amortization	20 Years
Interest Only	0 Months
Monthly Payment	\$23,476.60
Annual Payment	\$ 281,719.14
Ending Loan Balance	

Property Pro-Forma (20 YR)
Farilane Townhomes Phase II

			Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21
			1/1/2036	1/1/2037	1/1/2038	1/1/2039	1/1/2040	1/1/2041	1/1/2042	1/1/2043	1/1/2044	1/1/2045	1/1/2046
20 Units	Year Start Year Ending		12/31/2036	12/31/2037	12/31/2038	12/31/2039	12/31/2040	12/31/2041	12/31/2042	12/31/2043	12/31/2044	12/31/2045	12/31/2046
Income Inflation			2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Expense Inflation			2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Revenue													
Per Unit													
Base Rental Revenue	\$0		\$ 392,623	\$ 400,476	\$ 408,485	\$ 416,655	\$ 424,988	\$ 433,488	\$ 442,157	\$ 451,000	\$ 460,020	\$ 469,221	\$ 478,605
General Vacancy	\$0	5.00% of Base Rev.	\$ (19,631)	\$ (20,024)	\$ (20,424)	\$ (20,833)	\$ (21,249)	\$ (21,674)	\$ (22,108)	\$ (22,550)	\$ (23,001)	\$ (23,461)	\$ (23,930)
Developer RHID Income	\$0		\$ 46,773	\$ 47,709	\$ 48,663	\$ 49,636	\$ 50,629	\$ 51,642	\$ 52,674	\$ 53,728	\$ 54,802	\$ 55,898	\$ 57,016
Effective Gross Revenue	\$0		\$ 419,765	\$ 428,161	\$ 436,724	\$ 445,458	\$ 454,367	\$ 463,455	\$ 472,724	\$ 482,178	\$ 491,822	\$ 501,658	\$ 511,691
Expenses													
RE Taxes	\$345		\$ 73,347	\$ 74,814	\$ 76,310	\$ 77,836	\$ 79,393	\$ 80,981	\$ 82,601	\$ 84,253	\$ 85,938	\$ 87,656	\$ 89,410
Operating Expenses	\$0		\$ 49,469	\$ 50,458	\$ 51,467	\$ 52,497	\$ 53,546	\$ 54,617	\$ 55,710	\$ 56,824	\$ 57,960	\$ 59,120	\$ 60,302
Total Operating Expenses	\$345	#DIV/0! of EGR	\$ 122,816	\$ 125,272	\$ 127,777	\$ 130,333	\$ 132,940	\$ 135,598	\$ 138,310	\$ 141,077	\$ 143,898	\$ 146,776	\$ 149,712
Net Operating Income	-0.17% Entry Cap	-\$345	\$ 296,950	\$ 302,889	\$ 308,946	\$ 315,125	\$ 321,428	\$ 327,856	\$ 334,413	\$ 341,102	\$ 347,924	\$ 354,882	\$ 361,980
Annual Debt Service			\$ 281,719	\$ 281,719	\$ 281,719	\$ 281,719	\$ 281,719	\$ 281,719	\$ 281,719	\$ 281,719	\$ 281,719	\$ 281,719	\$ 281,719
Cash Flow Before Tax			\$ 15,230	\$ 21,169	\$ 27,227	\$ 33,406	\$ 39,709	\$ 46,137	\$ 52,694	\$ 59,383	\$ 66,205	\$ 73,163	\$ 80,261
Return on Equity	\$ 762,913	Equity -3.73% Avg.	2.00%	2.77%	3.57%	4.38%	5.20%	6.05%	6.91%	7.78%	8.68%	9.59%	10.52%
Return on Investment	\$ 4,264,565	Investment -0.67% Avg.	0.36%	0.50%	0.64%	0.78%	0.93%	1.08%	1.24%	1.39%	1.55%	1.72%	1.88%
Debt Service Coverage Ratio			1.05	1.08	1.10	1.12	1.14	1.16	1.19	1.21	1.24	1.26	1.28

Exhibit E: Investors

Exhibit E: Schedule of Investors with percentages of invested debt and equity

- Land Development (RHID) –

Greenamyre Rentals, Inc – 100%

Jeremy Greenamyre - 45% Member

Michael Greenamyre – 55% Member

100% of equity and debt

Exhibit F: Project Feasibility Analysis

Fairlane Townhomes Phase II Reinvestment Housing Incentive District Feasibility Study

	Assessed Value	Property Class	Mill Levy	Number of Lots	Tax Amount
Existing Land	\$ 27,141	11.5%	0.139158	1	\$ 3,777
Total Current					\$ 3,777

	Estimated Value of Lots	Estimated Value of Buildings to be Constructed	Property Class	Mill Levy	Est. Property Tax	Number of Lots	Total Value
Per Unit	\$ 10,000	\$ 180,000	11.5%	0.119158	\$ 2,604	21	\$ 54,676

Grand Total Less Incentive Percent	\$ 54,676
Tax Increment	\$ 50,899
25 Year RebateTotal, 2.5% Growth	\$ -
Total Tax Less State Mils/Local Schools	\$ 54,676
Total Captured Mill Levy	0.119158

RHID Split after 21.5 Mills for State School & Bldg	
Developer	80%
City	6.67%
County	6.67%
Local School District	6.67%

Total RE Taxes \$ 63,853

Total Mills 0.139158
Less State School 20 Mills 0.119158

Fairlane Townhomes Phase II

Agenda Item 3.

YEAR	RHID YEAR	BASE RE TAX	TOTAL REAL ESTATE TAX	REAL ESTATE TAX INCREMENT	DEVELOPER PORTION OF INCREMENT - 80%	CITY PORTION OF INCREMENT	COUNTY PORTION OF INCREMENT	LOCAL USD PORTION OF INCREMENT	TOTAL RHID	
1	2025	\$ 3,777	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2	2026	\$ 3,777	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
3	2027	\$ 3,777	\$ 38,273	\$ 34,496	\$ 27,597	\$ 2,300	\$ 2,300	\$ 2,300	\$ 34,496	
4	2028	\$ 3,777	\$ 54,676	\$ 50,899	\$ 40,719	\$ 3,393	\$ 3,393	\$ 3,393	\$ 85,395	
5	2029	\$ 3,777	\$ 55,769	\$ 51,992	\$ 41,594	\$ 3,466	\$ 3,466	\$ 3,466	\$ 137,387	
6	2030	\$ 3,777	\$ 56,885	\$ 53,108	\$ 42,486	\$ 3,540	\$ 3,540	\$ 3,540	\$ 190,495	
7	2031	\$ 3,777	\$ 58,022	\$ 54,245	\$ 43,396	\$ 3,616	\$ 3,616	\$ 3,616	\$ 244,740	
8	2032	\$ 3,777	\$ 59,183	\$ 55,406	\$ 44,325	\$ 3,693	\$ 3,693	\$ 3,693	\$ 300,146	
9	2033	\$ 3,777	\$ 60,366	\$ 56,590	\$ 45,272	\$ 3,772	\$ 3,772	\$ 3,772	\$ 356,736	
10	2034	\$ 3,777	\$ 61,574	\$ 57,797	\$ 46,237	\$ 3,853	\$ 3,853	\$ 3,853	\$ 414,533	
11	2035	\$ 3,777	\$ 62,805	\$ 59,028	\$ 47,223	\$ 3,935	\$ 3,935	\$ 3,935	\$ 473,561	
12	2036	\$ 3,777	\$ 64,061	\$ 60,284	\$ 48,228	\$ 4,019	\$ 4,019	\$ 4,019	\$ 533,845	
13	2037	\$ 3,777	\$ 65,342	\$ 61,566	\$ 49,253	\$ 4,104	\$ 4,104	\$ 4,104	\$ 595,411	
14	2038	\$ 3,777	\$ 66,649	\$ 62,872	\$ 50,298	\$ 4,191	\$ 4,191	\$ 4,191	\$ 658,283	
15	2039	\$ 3,777	\$ 67,982	\$ 64,205	\$ 51,364	\$ 4,280	\$ 4,280	\$ 4,280	\$ 722,489	
16	2040	\$ 3,777	\$ 69,342	\$ 65,565	\$ 52,452	\$ 4,371	\$ 4,371	\$ 4,371	\$ 788,054	
17	2041	\$ 3,777	\$ 70,729	\$ 66,952	\$ 53,562	\$ 4,463	\$ 4,463	\$ 4,463	\$ 855,006	
18	2042	\$ 3,777	\$ 72,143	\$ 68,367	\$ 54,693	\$ 4,557	\$ 4,557	\$ 4,557	\$ 923,372	
19	2043	\$ 3,777	\$ 73,586	\$ 69,809	\$ 55,848	\$ 4,653	\$ 4,653	\$ 4,653	\$ 993,182	
20	2044	\$ 3,777	\$ 75,058	\$ 71,281	\$ 57,025	\$ 4,752	\$ 4,752	\$ 4,752	\$ 1,064,463	
	TOTALS		\$	1,064,463	\$	851,570	\$	70,957	\$	70,957
	NET PRESENT VALUE		8.00%	\$449,663.82		\$359,731.06		\$29,974.59		\$29,974.59

Bond Proceeds (NPV of Revenue Divided by DSCR)

Notes:

The projected appraised value is assumed to increase at the following percent every year: 2.0%

NET PRESENT VALUE 8.0%

Percentage of Completion Assessed:

2025	0.00%
2026	0.00%
2027	70.00%
2028	100.00%

Exhibit G Not Applicable

Developer & Lender Commitment Letters



2500 S. Agenda Item 3.
Leavenworth, KS 66048

(913) 651-9717
www.Greenamyre.com

November 13, 2024

Alissa Ice and Deanne Engstrom
Kansas Housing Resource Corporation (KHRC)
Moderate Income Housing RFP
611 S. Kansas Ave., Suite 300
Topeka, KS 66603

Alissa & Deanne,

Please accept this letter as our commitment to develop Fairlane Townhomes Phase II, located in Lansing, KS (21 units), assuming approval of the requisite city and state incentives. The Lansing area needs more housing and has severely lagged the metropolitan area in residential development for the last decade. This project will serve as a catalyst for residential construction in Lansing and we are excited about being part of the reactivation of home development in the local market.

Greenamyre Rentals, Inc. is fully committed to funding the project, including owner equity and any debt required to complete the project. Our lender for the project is Commerce Bank (see commitment letter) and with the city's support we are in the process of creating a Reinvestment Housing Improvement District (RHID) to assist with project viability.

Greenamyre Rentals, Inc. encourages the Kansas Housing Resources Corporation to approve funding for a Moderate-Income Housing (MIH) Grant, so that the project development work may begin as soon as possible.

Thank you for your consideration, we look forward to working with KHRC on this important project.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Jeremy Greenamyre', is written over a light blue rectangular background.

Jeremy Greenamyre, Vice President
Jeremy@Greenamyre.com
(913) 828-4440



Leavenworth Banking Center
2830 South 4th Street
Leavenworth, Kansas 66048
(913) 682-8282
commercebank.com

November 21, 2024

City of Lansing

Kansas Housing Resource Corporation

Moderate Income Housing RFP

RE: Greenamyre Rentals, Inc.

Fairlane Phase 2 housing units project in Lansing Ks.

To whom it may concern:

Commerce Bank has had a long standing, positive and continuing relationship with Greenamyre Rentals, Inc. Commerce Bank has been their primary lender for over 35 years. In that time, Commerce Bank has financed every new construction project that the company has built in the Lansing, and Leavenworth County area.

The Fairlane Phase 2 project will serve as a catalyst for new rental housing units in the area. We are excited to work with them on this potential project.

Commerce Bank encourages the City of Lansing, Kansas Housing Resource Corporation, and Moderate Income Housing programs to fund this project request to the fullest extent, any potential loan approval at Commerce Bank will be dependent on full credit committee approval, satisfactory appraisal requirements and on Greenamyre Rentals, Inc. receiving the funding and credits from these programs as we have been presented in their application package.

Thank you for your consideration, and we look forward to working with everyone involved in the project to help increase the supply of housing in Lansing Kansas. Please let me know if you have any questions about our attached term sheet. Brian.habjan@commercebank.com 913-758-2822.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Habjan", written over a light blue horizontal line.

Brian Habjan

Vice President

Additional Information

Developer PowerPoint Presentation

Fairlane Town Homes Phase II - RHID

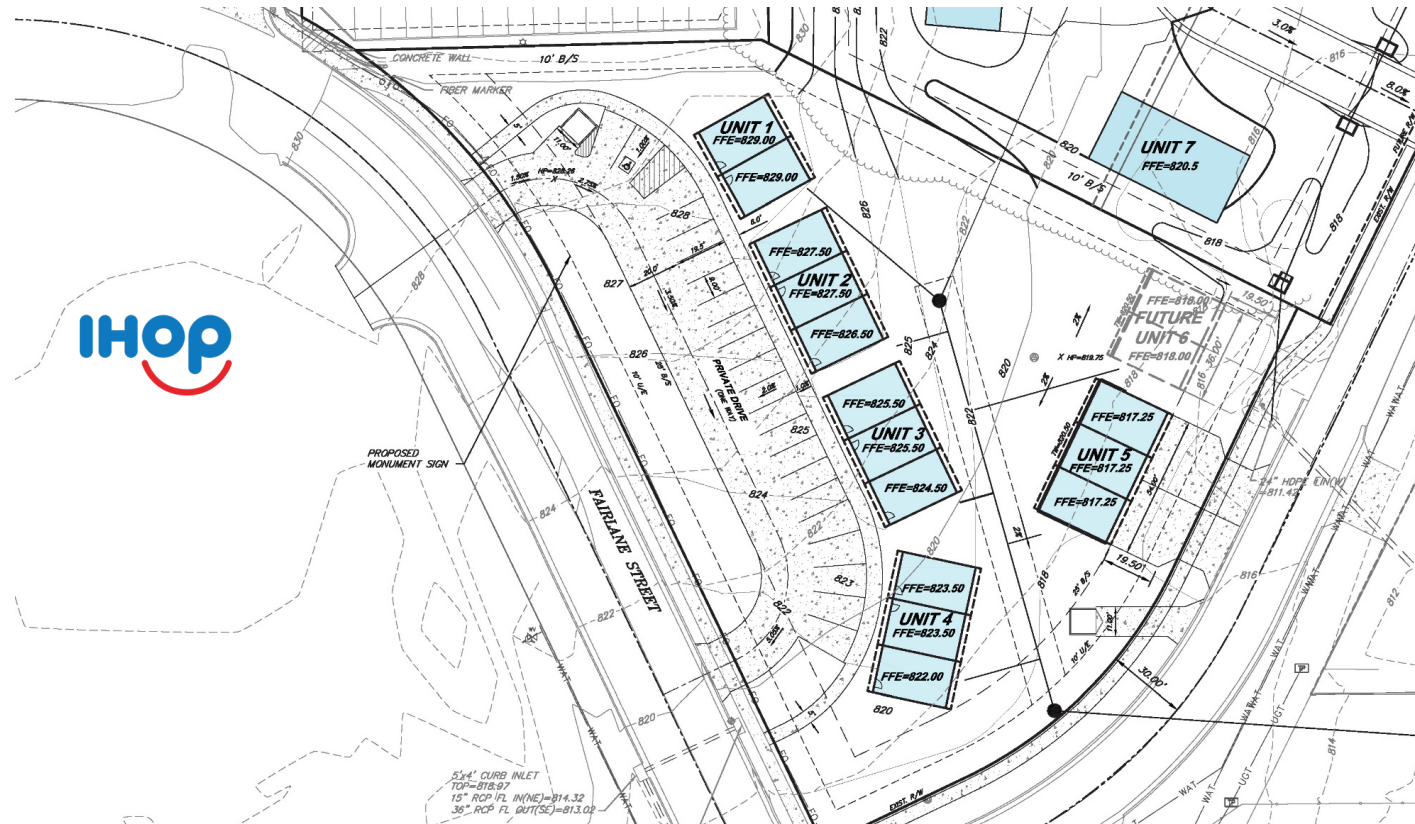
Jeremy Greenamyre, Vice President



Fairlane Town Homes History

- Owned land for decades.
- Main Street Enhancement / Fairlane Extension – Early 2000s
- Replat – 2009
- Additional land – 2020
- Rezone – 2021
- Groundbreaking (Phase I) – 2022

Fairlane Town Homes – Phase I



Fairlane Town Homes – Phase I

Exterior Photos



Fairlane Town Homes – Phase I

Interior Photos



Fairlane Town Homes – Phase I

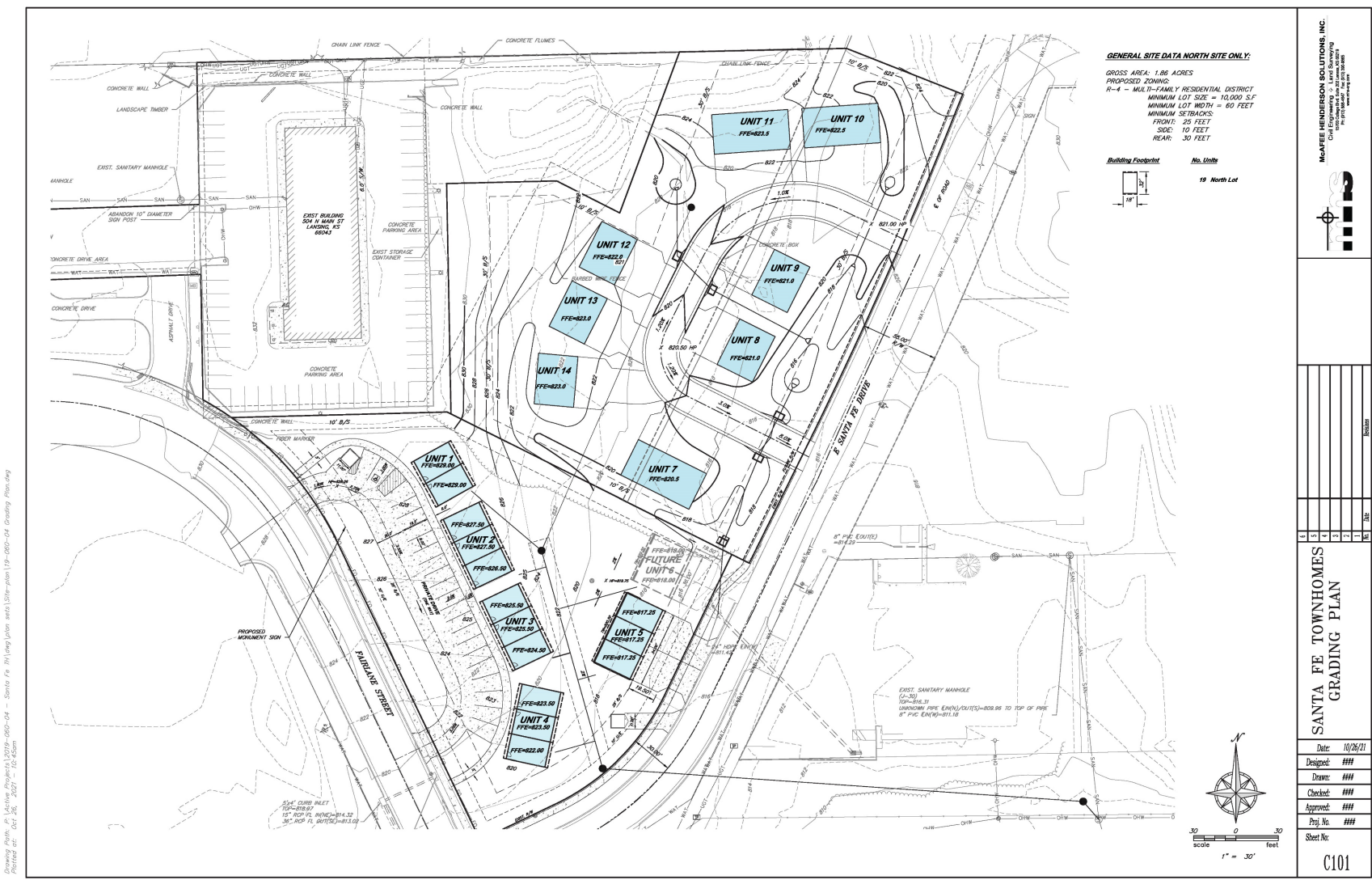
Interior Photos



Fairlane Town Homes – Phase I

- 14 units – 2 bed/1.5 bath, about 1000 sq. ft.
- Construction Start: Summer 2022.
- Construction Completion: Fall 2024.
- Positives:
 - Flat site.
 - Existing sidewalks, curb and gutter.
 - No drainage issues.
 - ARPA grant for sewer extension (about \$90k).
- Over 95% occupancy.

Fairlane Town Homes – Phase I and Phase II Site Plan

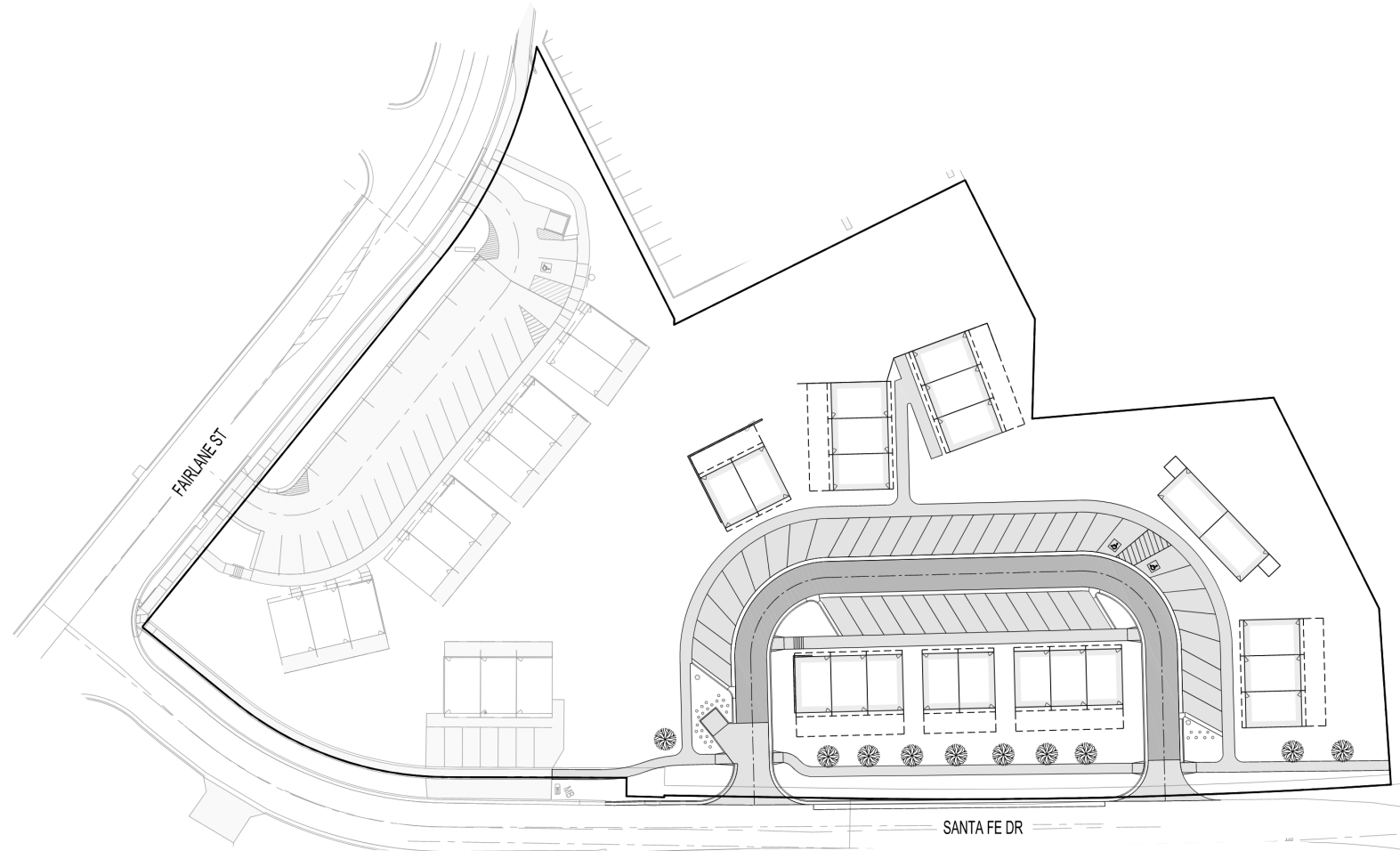


Fairlane Town Homes – Phase II

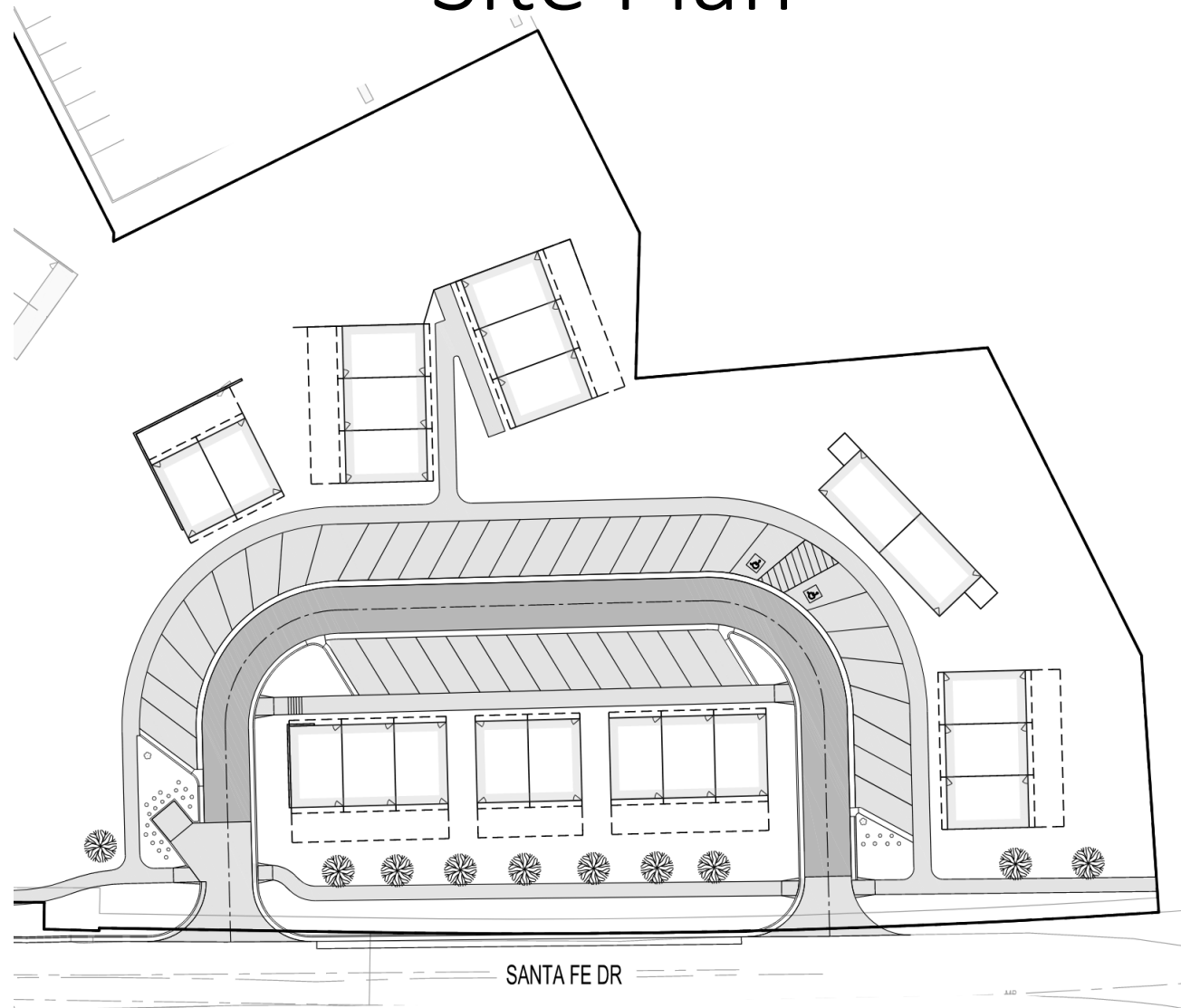
Project Overview

- 19 units – 2 bed/1.5 bath, about 1000 sq. ft. (same as Phase I)
- 2 units – 1 bed/1 bath, about 600 sq. ft., no steps
- Potential Construction Start: Fall 2025.
- Construction Timeline: 24 months.

Fairlane Town Homes - Phase II Site Plan



Fairlane Town Homes - Phase II Site Plan



Fairlane Town Homes – Phase II

Development Hurdles

- Construction Costs
- Interest Rates: January 2022 – 3.50% vs. Today – 7.50%
 - Every \$1mm adds \$2257/mo. in financing costs
 - Phase II = \$9,000/mo. additional cost (about \$429/mo. per unit!)
- More difficult site:
 - More site work required: grading, retaining walls.
 - Sewer extension.
 - No existing sidewalks, curb and gutter.
 - Multiple drainage issues: retention pond, \approx 6 acres off-site drainage.

Fairlane Town Homes – Phase II Development Hurdles

Extend sidewalk, curb and gutters.

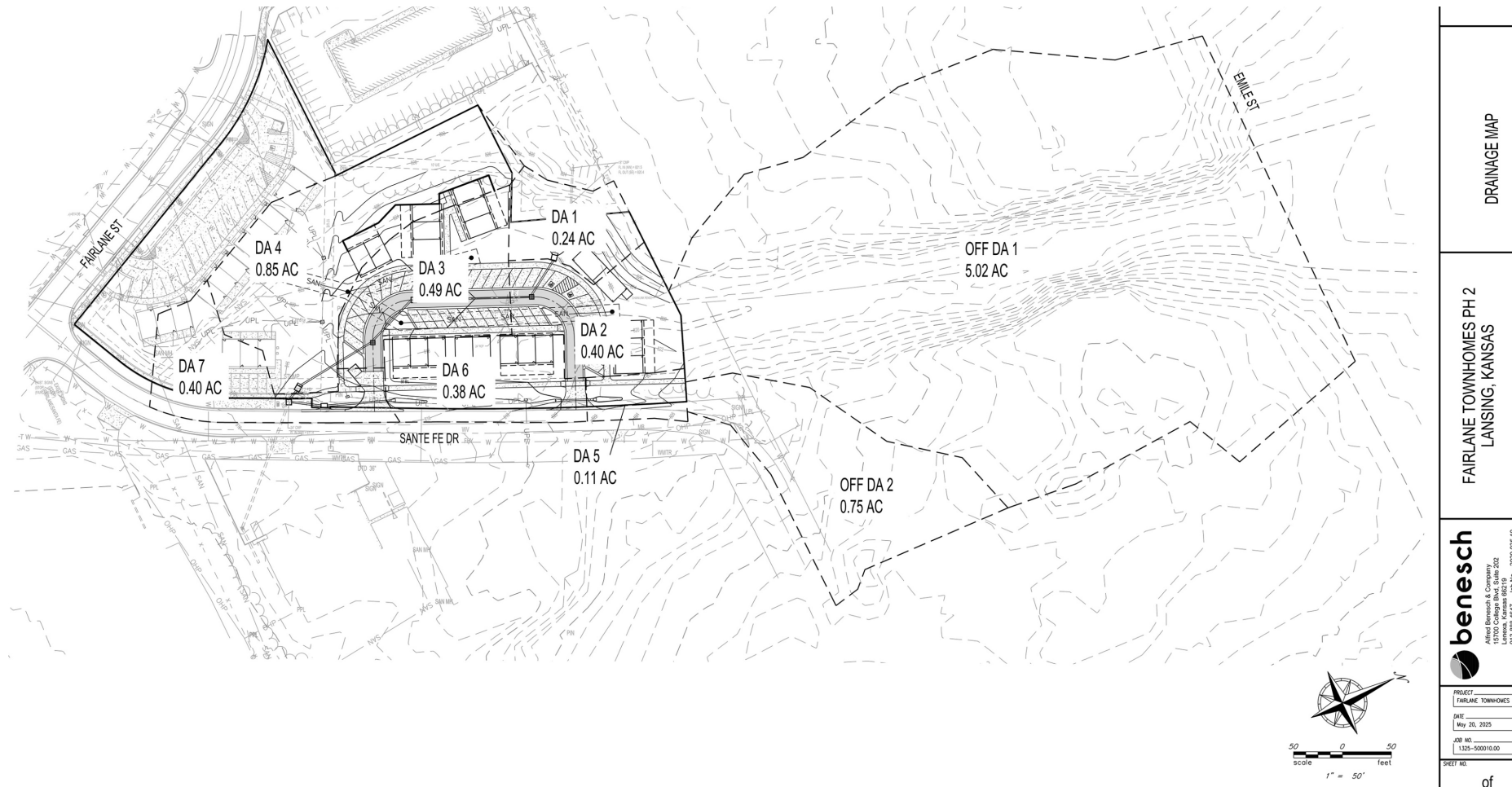


Fairlane Town Homes – Phase II Development Hurdles

- Hotel retention pond
 - Overflow gets hard piped
- ≈ 6 acres of off-site drainage
 - Drainage gets hard piped



Fairlane Town Homes – Phase II Development Hurdles



Fairlane Town Homes – Phase II

Development Hurdles

- Engineer's estimates: "The project site requires substantial investment in infrastructure due to its location on low-lying, undeveloped land." Required improvements include:
 - 1,130 LF of Curb & Gutter (**395 LF along Santa Fe Dr.**)
 - 6,300 SF of Sidewalk (**1,785 SF along Santa Fe Dr.**)
 - **640 LF of Storm Sewer**
 - **640 LF of Sanitary Sewer**
 - 20,900 SF of Pavement
 - 700 LF of Water Line
- Engineer's Estimated Total Infrastructure Cost: \$765,000

Fairlane Town Homes – Phase II

Why RHID?

- Incentives are the only way to fill the funding gap.
 - Even with RHID, breakeven is ***six years*** after completion.
- Our project has a neutral effect on the schools.
 - Phase I
 - School year 2023/24: 2 students
 - School year 2024/25: 1 student
 - ***Phase II: Estimate 2.25 students per year***

Fairlane Town Homes – Phase II

Potential Residents

- Phase I

- Average Occupancy: 1.55 people per unit
- Median Income: \$63,185 (79.1% AMI)
- Occupations:
 - Dealership support representative
 - Culinary chef
 - Military ministry
 - Account manager at VA
 - CGSC student
 - Teacher
 - Estimator
 - Owner of cleaning company
 - Insurance accounts manager
 - Hotel manager
 - USM student
 - Sales agent auto dealership
 - Military police
 - Electrician

Fairlane Town Homes – Phase II

Positive Local Impact

- Market-rate, workforce housing.
- Local contractors.
- Local management and maintenance.
- Improves Santa Fe Dr.



**DEVELOPMENT PLAN
OF THE CITY OF LANSING, KANSAS
FAIRLANE TOWN HOMES PHASE II REINVESTMENT HOUSING INCENTIVE DISTRICT**

JUNE 2025

INTRODUCTION

On August 1, 2024, the City Council (the “Governing Body”) of the City Lansing, Kansas (the “City”) adopted Resolution No. B-10-2024, 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-10-2024, 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 August 12, 2024, 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 Fairlane Town Homes Phase II 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 2024 is:

Land	\$27,141.00
Improvements	<u>\$0.00</u>
Total	\$27,141.00

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

Greenamyre Rentals, Inc.
2500 S. 2nd Street
Leavenworth, KS 66048

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

Housing and Public Facilities

The housing and public facility project will include the construction and extension of certain infrastructure and utility improvements needed to develop a townhome project within the District, which is currently anticipated to include approximately 21 units, consisting primarily of five (5) triplex buildings (15 units) and three (3) duplexes (6 units), which will include nineteen (19) 2-bedroom/1.5-bath units and two (2) 1-bed/1-bath units, as ultimately determined by developer consistent with the City of Lansing’s RHID Policy and the terms of the Development Agreement (defined below).

Vertical Improvements

Developer is largely not seeking reimbursement of traditional infrastructure expenses (public facilities) as they are already constructed, but is seeking reimbursement for the vertical construction per K.S.A. 12-5249(a)(12)(A), which allows for eligible costs to include: renovation or construction of residential dwellings, multi-family units or buildings or other structures exclusively for residential use located on existing lots if: the infrastructure, including streets, sewer, water and utilities, has been in existence for at least 10 years.

Developer and City agree that such construction costs are eligible pursuant to K.S.A. 12-5249(a)(12)(A) as the infrastructure, including streets, sewer, water and utilities, has been existence for at least 10 years.

(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: Greenamyre Rentals, Inc.
2500 S. 2nd Street
Leavenworth, KS 66048

Developer: Greenamyre Rentals, Inc.
2500 S. 2nd Street
Leavenworth, KS 66048

Individuals with specific interest: Greenamyre Rentals, Inc.
2500 S. 2nd Street
Leavenworth, KS 66048

(6) ***Contractual Assurances.*** The Governing Body expects to enter into a Development Agreement (the “Development Agreement”) with Greenamyre Rentals, Inc., a Kansas Corporation (the “Developer”). The Development Agreement 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 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.*** The Developer 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, would be sufficient to pay for the public improvements and Eligible Costs 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, together with all public and private sources of funding, to determine the revenue stream available to support reimbursement to the Developer for all or a portion of the costs of financing the Eligible Costs and public improvements. The estimates indicate that the revenue realized from the project together with other sources of Developer funds would be adequate to pay the eligible costs.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A
DEVELOPMENT PLAN
FAIRLANE TOWN HOMES PHASE II REINVESTMENT HOUSING INCENTIVE DISTRICT
LEGAL DESCRIPTION OF DISTRICT

Legal Description:

A tract of land being a part of Lot 1, Fairlane Townhomes, 1st Plat, an Administrative Plat in Lansing, Leavenworth County, Kansas, filed as Document Number 2023P00058 at the Register of Deeds office of Leavenworth County; a description written by D. Steven West, PS No. 1614, on June 10, 2025, and being more particularly described as follows:

Beginning at the Northwest Corner of said Lot 1, said point being the same point as the Point of Beginning for said plat boundary of Fairlane Townhomes, 1st Plat; thence N 88°45'25" E along the North boundary line of said plat, a distance of 118.22 feet; thence S 68°29'00" E along the North boundary line of said plat, a distance of 88.51 feet to a point of curvature; thence Southwesterly along the East boundary line of said plat along a curve to the right having an initial tangent bearing of S 21°31'00" W, a radius of 3270.00 feet, a delta angle of 04°45'10", and an arc length of 271.25 feet; thence continuing along the East boundary line of said plat S 26°16'09" W, a distance of 93.31 feet; thence N 63°27'11" W, a distance of 236.04 feet;

thence N 01°04'45" W along part of the West boundary of said plat, a distance of 162.94 feet;

thence N 88°38'53" E along part of the West boundary of said plat, a distance of 77.92 feet;

thence S 63°07'28" E along part of the West boundary of said plat, a distance of 50.04 feet;

thence N 20°22'03" E along part of the West boundary of said plat, a distance of 121.48 feet to the Point of Beginning, and containing 81,198.56 square feet, more or less.

EXHIBIT B
DEVELOPMENT PLAN
FAIRLANE TOWN HOMES PHASE II REINVESTMENT HOUSING INCENTIVE DISTRICT
MAP OF THE DISTRICT

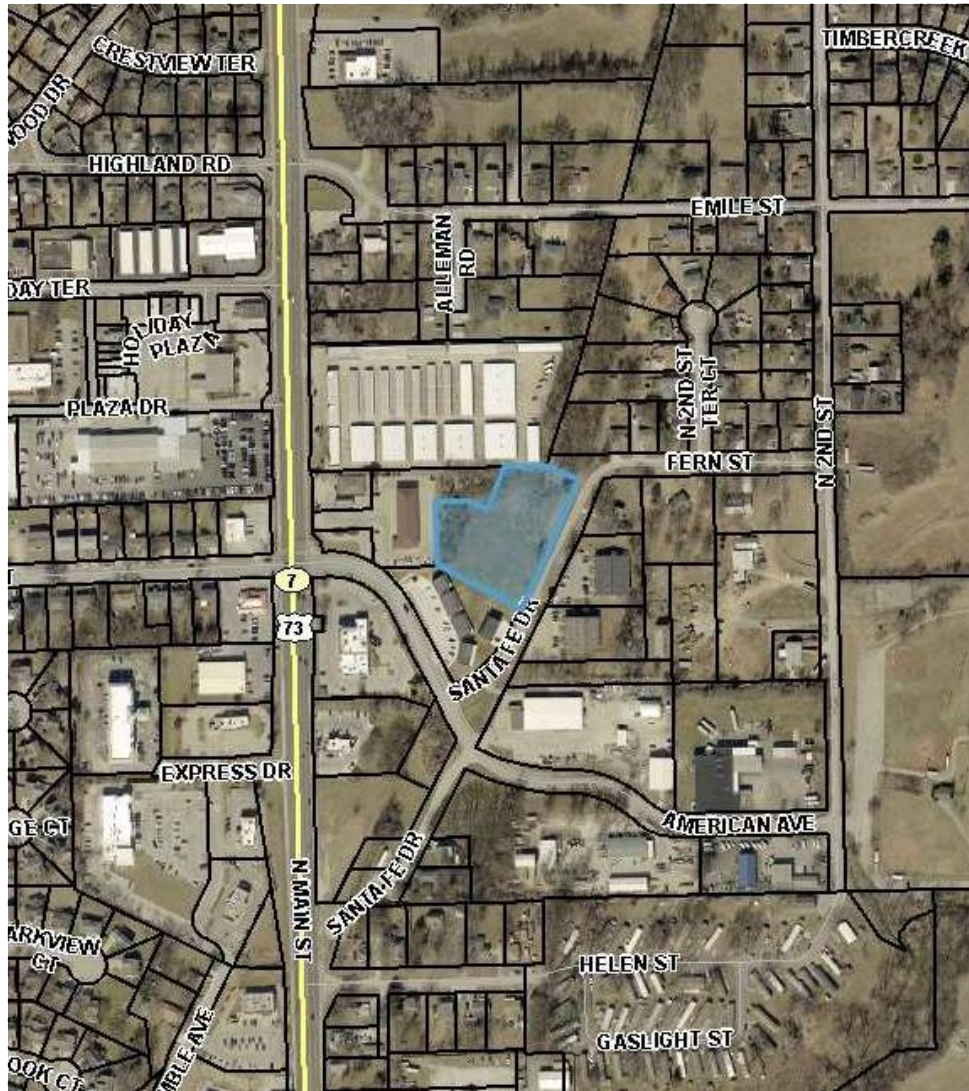


ILLUSTRATION FOR EXHIBIT A

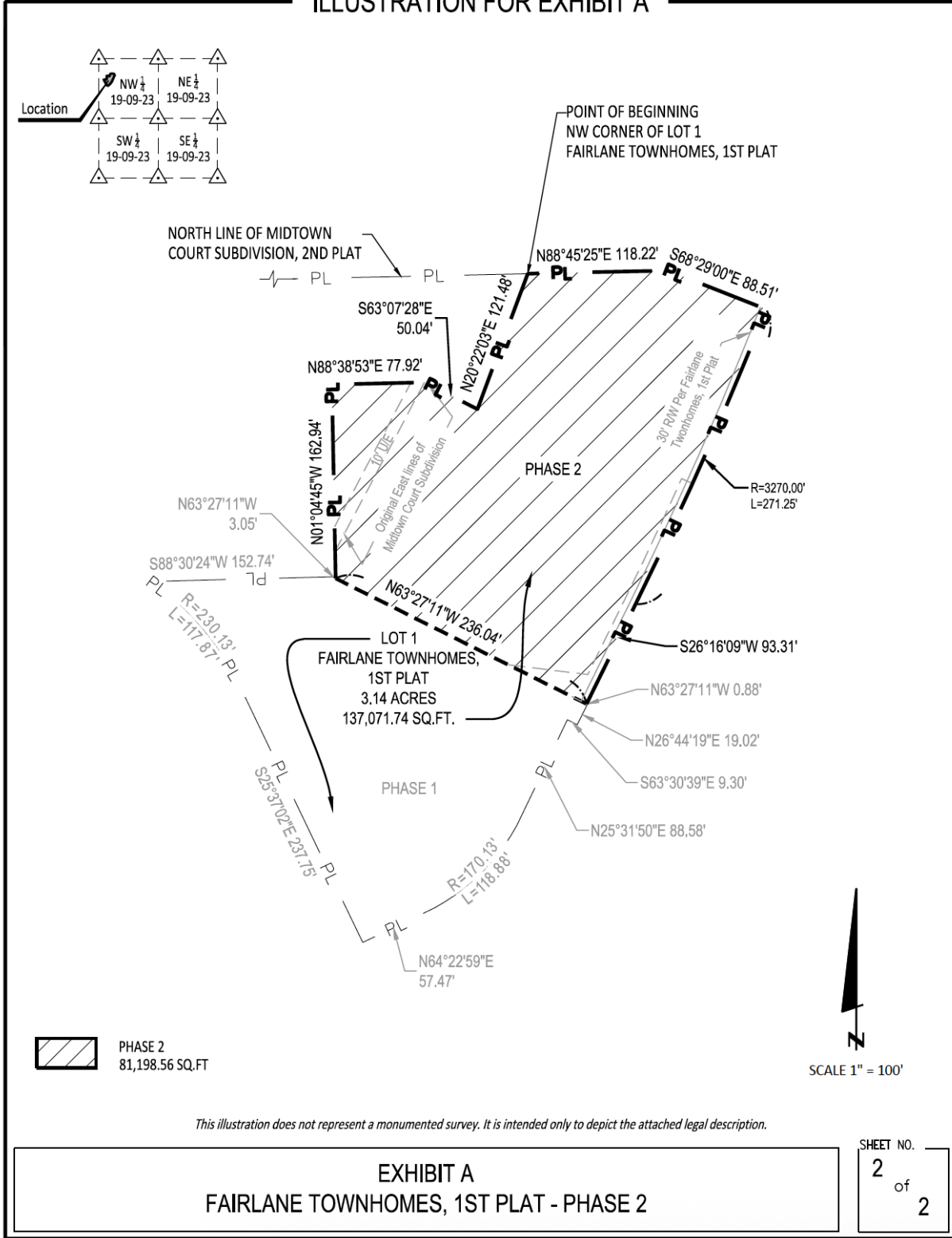


EXHIBIT C
DEVELOPMENT PLAN
FAIRLANE TOWN HOMES PHASE II REINVESTMENT HOUSING INCENTIVE DISTRICT
COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS

Fairlane Townhomes Phase II Reinvestment Incentive District Feasibility Study					
	Assessed Value	Property Class	Mill Levy	Number of Lots	Tax Amount
Existing Land	\$ 27,139	11.5%	0.139158	1	\$ 3,777
Total Current					\$ 3,777

	Estimated Value of Lots	Estimated Value of Buildings to be Constructed	Property Class	Mill Levy	Est. Property Tax	Number of Lots	Total Value
Per Unit	\$ 10,000	\$ 180,000	11.5%	0.119158	\$ 2,604	21	\$ 54,676

Grand Total Less Incentive Percent	\$ 54,676
Tax Increment	\$ 50,899
25 Year RebateTotal, 2.5% Growth	\$ -
Total Tax Less State Mills/Local Schools	\$ 54,676
Total Captured Mill Levy	0.119158

RHID Split after 20 Mills for State School & Bldg	
Developer	80%
Taxing Jurisdictions	20.00%

Total RE Taxes \$ 63,853

Total Mills 0.139158
Less State School 20 Mills 0.119158

YEAR	RHID YEAR	BASE RE TAX	RHID TOTAL REAL ESTATE TAX	REAL ESTATE TAX INCREMENT	DEVELOPER PORTION OF INCREMENT - 80%	TAXING JURISDICTIONS PORTION OF INCREMENT - 20%	TOTAL RHID REVENUE STREAM
1	2025	\$ 3,777	\$ -	\$ -	\$ -	\$ -	\$ -
2	2026	\$ 3,777	\$ -	\$ -	\$ -	\$ -	\$ -
3	2027	\$ 3,777	\$ 38,273	\$ 34,496	\$ 27,597	\$ 6,899	\$ 34,496
4	2028	\$ 3,777	\$ 54,676	\$ 50,899	\$ 40,719	\$ 10,180	\$ 85,395
5	2029	\$ 3,777	\$ 55,769	\$ 51,993	\$ 41,594	\$ 10,399	\$ 137,388
6	2030	\$ 3,777	\$ 56,885	\$ 53,108	\$ 42,486	\$ 10,622	\$ 190,496
7	2031	\$ 3,777	\$ 58,022	\$ 54,246	\$ 43,397	\$ 10,849	\$ 244,742
8	2032	\$ 3,777	\$ 59,183	\$ 55,406	\$ 44,325	\$ 11,081	\$ 300,148
9	2033	\$ 3,777	\$ 60,366	\$ 56,590	\$ 45,272	\$ 11,318	\$ 356,737
10	2034	\$ 3,777	\$ 61,574	\$ 57,797	\$ 46,238	\$ 11,559	\$ 414,534
11	2035	\$ 3,777	\$ 62,805	\$ 59,029	\$ 47,223	\$ 11,806	\$ 473,563
12	2036	\$ 3,777	\$ 64,061	\$ 60,285	\$ 48,228	\$ 12,057	\$ 533,848
13	2037	\$ 3,777	\$ 65,342	\$ 61,566	\$ 49,253	\$ 12,313	\$ 595,413
14	2038	\$ 3,777	\$ 66,649	\$ 62,873	\$ 50,298	\$ 12,575	\$ 658,286
15	2039	\$ 3,777	\$ 67,982	\$ 64,206	\$ 51,365	\$ 12,841	\$ 722,492
16	2040	\$ 3,777	\$ 69,342	\$ 65,565	\$ 52,452	\$ 13,113	\$ 788,057
17	2041	\$ 3,777	\$ 70,729	\$ 66,952	\$ 53,562	\$ 13,390	\$ 855,009
18	2042	\$ 3,777	\$ 72,143	\$ 68,367	\$ 54,693	\$ 13,673	\$ 923,376
19	2043	\$ 3,777	\$ 73,586	\$ 69,810	\$ 55,848	\$ 13,962	\$ 993,186
20	2044	\$ 3,777	\$ 75,058	\$ 71,281	\$ 57,025	\$ 14,256	\$ 1,064,467
TOTALS				\$ 1,064,467	\$ 851,574	\$ 212,893	
NET PRESENT VALUE			8.00%	\$449,665.62	\$359,732.50	\$89,933.12	
Bond Proceeds (NPV of Revenue Divided by DSCR)							
Notes:							
The projected appraised value is assumed to increase at the following percent every year:					2.0%		
NET PRESENT VALUE					8.0%		
Percentage of Completion Assessed:							
	2025		0.00%				
	2026		0.00%				
	2027		70.00%				
	2028		100.00%				

**DEVELOPMENT AGREEMENT
(FAIRLANE TOWN HOMES PHASE II RHID PROJECT)**

between

CITY OF LANSING, KANSAS

and

GREENAMYRE RENTALS, INC.

DATED AS OF _____, 2025

TABLE OF CONTENTS

ARTICLE I RULES OF CONSTRUCTION AND DEFINITIONS

Section 1.01	Rules of Construction	1
Section 1.02	Definitions of Words and Terms	4

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.01	Representations of the Developer	5
Section 2.02	Conditions to the Effectiveness of this Agreement.....	6
Section 2.03	Final Approval Required	6

ARTICLE III THE PROJECT; CONSTRUCTION

Section 3.01	Project Budget.....	7
Section 3.02	Project Improvements	7
Section 3.03	Project Schedule	7
Section 3.04	Project Design; Governmental Approvals	7
Section 3.05	Rights of Access	8
Section 3.06	Certificate of Full Completion	8

ARTICLE IV REIMBURSEMENT OF ELIGIBLE PROJECT COSTS

Section 4.01	Eligible Project Costs, Generally	8
Section 4.02	Developer to Advance Costs; No Bonds Will Be Issued.....	8
Section 4.03	RHID Increment Fund; Reimbursement of Eligible Project Costs.....	9
Section 4.04	Reimbursement Requests.....	9
Section 4.05	Right to Inspect and Audit	10
Section 4.06	City Administrative Fee.....	10

ARTICLE V USE OF THE DISTRICT

Section 5.01	Land Use Restrictions	11
Section 5.02	Ongoing Performance Standards	11
Section 5.03	Taxes, Assessments, Encumbrances and Liens	11
Section 5.04	Financing During Construction; Rights of Holders	12

ARTICLE VI ASSIGNMENT; TRANSFER

Section 6.01	Transfer of Obligations	12
Section 6.02	Corporate Reorganization	13
Section 6.03	Transfer of the District, the Buildings or Structures Therein	13

ARTICLE VII GENERAL COVENANTS

Section 7.01	Indemnification of City	14
Section 7.02	Insurance	14
Section 7.03	Obligation to Restore	15
Section 7.04	Non-liability of Officials, Employees and Agents of the City	15
Section 7.05	City Expenses	15
Section 7.06	State Reporting Requirements	15

ARTICLE VIII DEFAULTS AND REMEDIES

Section 8.01	Developer Event of Default	15
Section 8.02	City Event of Default	15
Section 8.03	Remedies Upon a Developer Event of Default	16
Section 8.04	Remedies Upon a City event of Default	16
Section 8.05	Excusable Delays	17
Section 8.06	Legal Actions	17

ARTICLE IX GENERAL PROVISIONS

Section 9.01	Mutual Assistance	17
Section 9.02	Effect of Violation of the Terms and Provisions of this Agreement; No Partnership	18
Section 9.03	Time of Essence.....	18
Section 9.04	Amendments	18
Section 9.05	Agreement Controls	18
Section 9.06	Conflicts of Interest	18
Section 9.07	Term	18
Section 9.08	Validity and Severability	19
Section 9.09	Required Disclosures	19
Section 9.10	Tax Implications	19
Section 9.11	Authorized Parties.....	19
Section 9.12	Notice.....	19
Section 9.13	Kansas Law.....	20
Section 9.14	Counterparts.....	20
Section 9.15	Recordation of Agreement.....	20
Section 9.16	Consent or Approval	20
Section 9.17	Electronic Transactions.....	20
Section 9.18	Cash Basis and Budget Laws.....	20

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 Site Plan

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is entered 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 **GREENAMYRE RENTALS, INC.**, a Kansas corporation (the “Developer”). The Developer and the City are each a “Party” and collectively the “Parties.”

RECITALS

WHEREAS, on [_____] __], 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 81,199 square feet generally located north of Fairlane Street and Sante Fe Drive 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 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 two percent (2.00%) of RHID Incremental Tax Revenues deposited in the RHID Increment 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.

“**Completion Date**” has the meaning set forth in **Section 3.03** of 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.

“**Developer**” means Greenamyre Rentals, Inc., a Kansas corporation, 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 Fairlane Town Homes Phase II 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.

“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 Project including engineering costs, permitting or zoning costs, and any costs of right-of-way and appurtenances related thereto.

“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.

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

“**Project**” means the construction of the Infrastructure Improvements and the development of real property into a townhome project containing approximately twenty-one (21) units, consisting of five (5) triplex buildings (15 units) and three (3) duplexes (six units) which will include nineteen (19) two-bedroom/one and one-half bath units and two (2) one-bed/one-bath units, 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 Increment Fund**” means the Fairlane Town Homes Phase II RHID Increment Fund, created pursuant to the RHID Act and **Section 4.03** hereof.

“**RHID Incremental Tax Revenues**” means eighty percent (80%) of the ad valorem taxes that may be captured under the RHID Act, such amounts 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.

“**RHID Policy**” means the City’s Reinvestment Housing Incentive District Policy.

“**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 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.

Section 3.02. Project Improvements. The Developer will complete or cause to be completed the Project in accordance with the Site Plan(s), the RHID Policy, 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 to completion no later than December 31, 2027 (the "Completion Date").

The completion 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 the Project, Developer will not permit cessation of work on the Project 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, the RHID Policy, 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, inspection; (3) participate in the final inspection; (4) provide material submittals and as-built plans to the City; and (5) provide for a two-year warranty for any public improvements constructed as part of the Project.

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 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 the Project in a manner consistent with the Development Plan and has received a Certificate(s) of Occupancy issued by the City building official with respect to each building to be constructed as part of the Project.

B. The City will, within 30 days following receipt of the 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 the Certificate of Full Completion. The City’s execution of the 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 said 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. The City will only be obligated to reimburse Developer from available RHID Incremental Tax 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, and the Developer is prohibited from seeking a third-party issuer of bonds to be secured by the RHID Incremental Tax Revenues or any other City source of funds. Developer may be reimbursed by the City for Eligible Project Costs from RHID Incremental Tax 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 Increment Fund; Reimbursement of Eligible Project Costs.

A. ***Creation of Fund; Deposit of Incremental Tax Revenues.*** The City will establish and maintain a separate fund and account known as the Fairlane Town Homes Phase II RHID Increment Fund (the “RHID Increment Fund”). All RHID Incremental Tax Revenues will be deposited into the RHID Increment Fund.

B. ***Collection of Incremental Real Property Taxes; Designation of RHID Revenues.*** During the RHID Term, the City shall deposit the RHID Incremental Tax Revenues that it receives into the RHID Increment Fund. Pursuant to the authority set forth Section 2 of the Charter Ordinance, the parties hereby contractually agree that the amount of RHID Incremental Tax Revenues which shall be available to Developer and pledged to the Project and to be received by the City in the RHID Increment Fund shall be eighty percent (80%) of the RHID Incremental Tax Revenues that may be captured under the RHID Act, and the remaining twenty percent (20%) will be distributed to the appropriate taxing jurisdictions in the same manner as other ad valorem taxes..

C. ***Reimbursement from the RHID Increment Fund.*** All disbursements from the RHID Increment Fund will first be made to pay the City Administrative Fee, then to reimburse payment of Eligible

Project Costs. The City will have sole control of the disbursements from the RHID Increment Fund. To the extent that the Developer has certified Eligible Project Costs that remain unreimbursed, and RHID Incremental Tax Revenues are available in the RHID Increment 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 Increment 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 Incremental Tax 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, all remaining funds in the RHID Increment Fund will be reserved for use by the City.

C. ***Conditions Precedent to Reimbursement.*** Prior to the City disbursing any funds to Developer from the RHID increment 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 Completion Date.

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 Completion Date.

C. ***Actual Costs Incurred.*** The Developer will submit Certificates of Eligible Project Costs only for such costs actually incurred by the 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 Increment 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 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 Increment Fund. 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 Incremental Tax Revenues held in the RHID Increment 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, 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.

Section 5.02. Ongoing Performance Standards. The Project must achieve the following ongoing performance standards:

A. ***Continuous Operation.*** The Project may not suffer an interruption in its operations longer than 30 consecutive days or 60 days in any calendar year in the aggregate, subject to force majeure or other Excusable Delays. If the Project's operations are interrupted in violation of this Section, the City can cease payment of all remaining incentives, including for reimbursement of Certificates of Eligible Project Costs previously submitted, and terminate this Agreement.

B. ***Maintenance.*** Developer will maintain the Project, public access drives, the parking areas, the private road network, landscape areas, and open space areas within the District to the reasonable satisfaction of the City. Developer will repair any and all damage to such areas in a timely manner in accordance with all applicable codes and property maintenance standards required by the City, including housing code and maintenance standards.

C. ***Operations.*** 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, including the RHID Policy. The Developer will, at its own expense, 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, including but not limited to obtaining all necessary rental licenses and paying any necessary fees to obtain required permits and licenses.

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 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 of the Project, such obligations, conditions and restrictions to the extent that they relate to such portion). 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 (i) lease residential units to occupants in the ordinary course; (ii) assign this Agreement to an Affiliate, provided such entity assumes in writing all obligations of the Developer under this Agreement, and (iii) upon prior written notice to the City (and without the need for the City's approval) 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 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 Incremental Tax 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 Jeremy Greenamyre, 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.

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. Failure to comply with the requirements of this section will be a Developer Event of Default. 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 Incremental Tax 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.

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.

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

With a copy to:

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

To the Developer:

Greenamyre Rentals, Inc.
Attn: Jeremy Greenamyre
2500 S. 2nd Street
Leavenworth, KS 66048

With a copy to:

Kane Law Office
Attn: Brandon Kane
1100 Main Street, Suite 2820
Kansas City, Missouri 64105

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 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

GREENAMYRE RENTALS, INC.

By: _____

Name: _____

Title: _____

EXHIBIT A**LEGAL DESCRIPTION AND MAP OF DISTRICT****Legal Description of District:**

A tract of land being a part of Lot 1, Fairlane Townhomes, 1st Plat, an Administrative Plat in Lansing, Leavenworth County, Kansas, filed as Document Number 2023P00058 at the Register of Deeds office of Leavenworth County; a description written by D. Steven West, PS No. 1614, on June 10, 2025, and being more particularly described as follows:

Beginning at the Northwest Corner of said Lot 1, said point being the same point as the Point of Beginning for said plat boundary of Fairlane Townhomes, 1st Plat; thence N 88°45'25" E along the North boundary line of said plat, a distance of 118.22 feet; thence S 68°29'00" E along the North boundary line of said plat, a distance of 88.51 feet to a point of curvature; thence Southwesterly along the East boundary line of said plat along a curve to the right having an initial tangent bearing of S 21°31'00" W, a radius of 3270.00 feet, a delta angle of 04°45'10", and an arc length of 271.25 feet; thence continuing along the East boundary line of said plat S 26°16'09" W, a distance of 93.31 feet; thence N 63°27'11" W, a distance of 236.04 feet;

thence N 01°04'45" W along part of the West boundary of said plat, a distance of 162.94 feet;

thence N 88°38'53" E along part of the West boundary of said plat, a distance of 77.92 feet;

thence S 63°07'28" E along part of the West boundary of said plat, a distance of 50.04 feet;

thence N 20°22'03" E along part of the West boundary of said plat, a distance of 121.48 feet to the Point of Beginning, and containing 81,198.56 square feet, more or less.

Map of District:

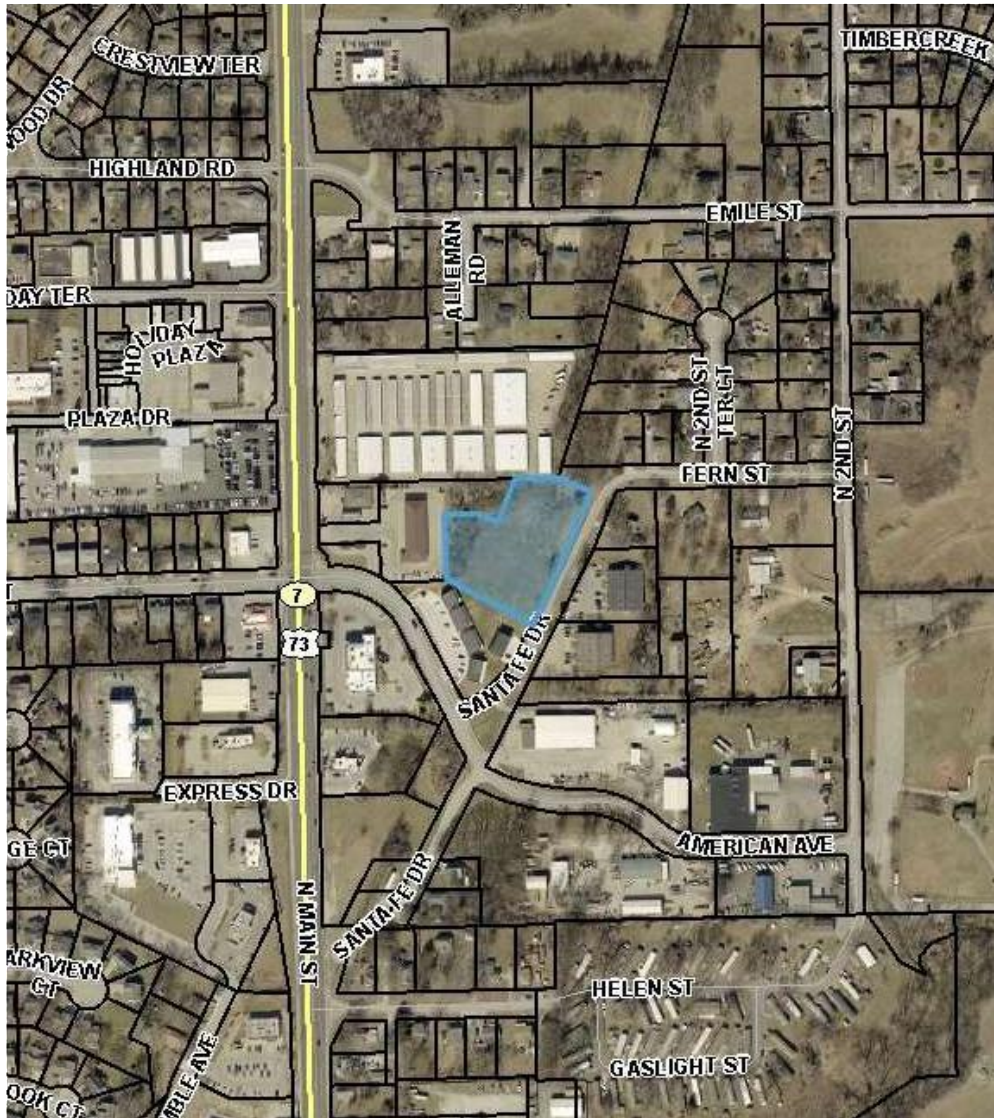


EXHIBIT B

FORM OF CERTIFICATE OF ELIGIBLE PROJECT COSTS

CERTIFICATE OF ELIGIBLE PROJECT COSTS

TO: City of Lansing, Kansas
Attention: City Administrator

Re: Fairlane Town Homes Phase II RHID

Terms not otherwise defined herein will have the meaning ascribed to such terms in the Development Agreement dated as of [____], 2025 (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 Greenamyre Rentals, Inc. ("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 [____], 2025 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 Increment 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____.

GREENAMYRE RENTALS, INC.

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, Greenamyre Rentals, Inc. (the “Developer”), pursuant to that certain Development Agreement dated as of [_____], 2025, 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 the Project (as such term is defined in the Agreement) has been completed in accordance with the Agreement.
2. The Project has been completed in a workmanlike manner and in accordance with the Construction Plans.
3. Lien waivers for 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 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 accompanied by (a) the project architect’s certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as Appendix A and by this reference incorporated herein), ratifying that the Project has been substantially completed in accordance with the Agreement; and (b) a copy of the Certificate(s) of Occupancy issued by the City building official with respect to each building to be constructed as part of the Project.
5. 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 the Project.
6. 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_____.

GREENAMYRE RENTALS, INC.

By: _____

Name: _____

Title: _____

ACCEPTED:

CITY OF LANSING, KANSAS

By: _____

Name: _____

Title: _____

(Insert Notary Form(s) and Legal Description)

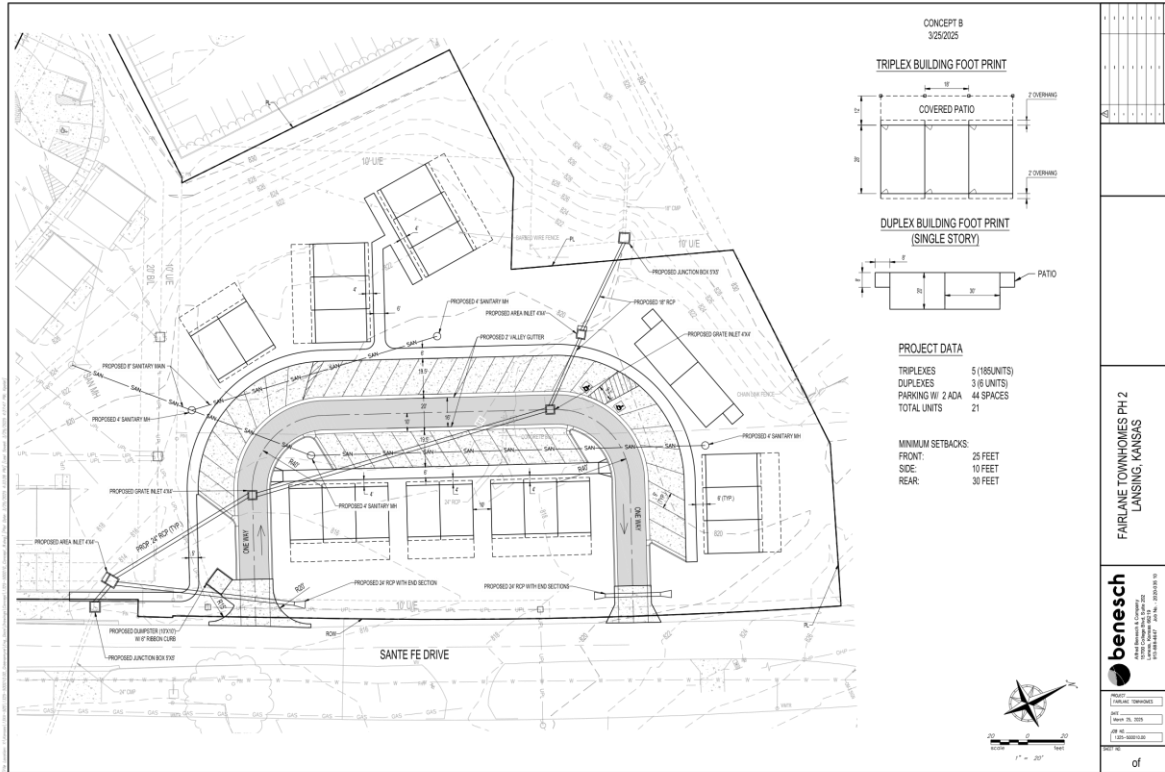
EXHIBIT D

PROJECT BUDGET

RHID ELIGIBLE EXPENSES

Fairlane Townhomes Phase II RHID Eligible Expenses Estimate	
Item	Budget Amount
Land Acquisition Cost	\$27,190
Infrastructure Cost	\$765,000
Construction Cost	\$2,950,000
Contingency	\$150,000
Engineering Architectural	\$125,000
Construction Interest	\$170,675
Total RHID Eligible Project Cost Estimate	\$4,187,865

EXHIBIT E **PROJECT SITE PLAN**



AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Joshua Gentzler
DATE: August 7, 2025
SUBJECT: Resolution B-7-2025 – Monroe Manor RHID Public Hearing

Overview: The City of Lansing is proposing to establish a Reinvestment Housing Incentive District (RHID) for the Monroe Manor residential development. This 45.28-acre property, located at 724 N Desoto Road, has been identified as a strategic location to address the community's need for new attainable housing, as outlined in the 2023 Housing Study.

The proposed project includes the construction of approximately 194 single-family homes over three phases within a five-year buildout. The homes will range from 1,800 to 2,000 square feet and are projected to sell for \$300,000 to \$350,000 per unit. This RHID will allow the developer to recover eligible costs through reimbursement of a portion of the incremental property taxes generated by the new housing.

Policy Consideration: This project is being pursued under Kansas law K.S.A. 12-5241 et seq., which authorizes cities to use RHIDs to address housing shortages. A housing analysis previously completed by the City found that a lack of quality housing options is limiting economic growth. On August 12, 2024, the Kansas Department of Commerce approved Lansing's request to establish this RHID. The adoption of this Resolution will schedule a public hearing on September 21, 2025, to allow residents and stakeholders to give feedback before the final decision. If approved, the City will enter into a development agreement with Circle H Land Development, LLC. to support the project through eligible tax reimbursement mechanisms.

Financial Consideration: The Monroe Manor project represents an estimated \$11.66 million investment, with the developer requesting RHID reimbursement of approximately \$3.03 million in eligible costs on a pay-as-you-go basis. No upfront funding from the City is required. The project is expected to generate roughly \$1.2 million in new property tax revenue annually, which will fund the RHID reimbursements over time.

Action: Staff recommends that the City Council approve Resolution B-7-2025 setting a public hearing date for September 21, 2025, to consider the establishment of the Monroe Manor RHID and adoption of the related development plan.

AGENDA ITEM # 4

(Published in the *Leavenworth Times* on August __, 2025)

RESOLUTION NO. ____

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF LANSING, KANSAS DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH PROPOSED DISTRICT; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING (MONROE MANOR REINVESTMENT HOUSING INCENTIVE DISTRICT)

WHEREAS, the Kansas Reinvestment Housing Incentive District Act, 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, the City of Lansing, Kansas (the “City”) constitutes a city as said term is defined in the Act; and

WHEREAS, a housing needs analysis titled Housing Lansing (the “Analysis”) has been performed with regard to the City, a copy of which is on file in the office of the City Clerk; and

WHEREAS, Resolution No. B-10-2024 adopted by the City Council (the “Governing Body”) made certain findings relating to the need for financial incentives for 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 August 12, 2024, 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 Monroe Manor 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 values 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 that the public benefits derived from such 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 proposes to continue proceedings necessary to create the District and adopt the Plan by the calling of a public hearing on such matters in accordance with the provisions of the Act.

THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LANSING, KANSAS AS FOLLOWS:

Section 1. Proposed Reinvestment Housing Incentive District. The Governing Body hereby declares an intent to consider establishing the District. The District is proposed to be formed within the boundaries of the real estate legally described in *Exhibit A* attached hereto, and shown on the map depicting the existing parcels of land attached hereto as *Exhibit B*. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District and the existing assessed valuation of said real estate, listing the land and improvement values separately, is attached hereto as *Exhibit C*.

Section 2. Proposed Plan. The Governing Body hereby further declares its intent to adopt the Plan in substantially the form presented to the Governing Body on this date, with such changes or supplements as may be approved by the City. A copy of the Plan shall be filed in the office of the City Clerk and be available for public inspection during normal business hours. A description of the housing and public facilities projects that are proposed to be constructed or improved in the proposed District, and the location thereof are described in *Exhibit D* attached hereto. A summary of the contractual assurances by the developer and the comprehensive feasibility analysis is contained in *Exhibit E* attached hereto.

Section 3. Public Hearing. Notice is hereby given that a public hearing will be held by the Governing Body of the City to consider the establishment of the District and adoption of the Plan on **September 18, 2025** at City Hall, located at 800 First Terrace, Lansing, Kansas 66043; the public hearing to commence at 7:00 p.m. or as soon thereafter as the Governing Body can hear the matter. At the public hearing, the Governing Body will receive public comment on such matters, and may, after the conclusion of such public hearing, consider the findings necessary for establishment of the District and adoption of the Plan, all pursuant to the Act.

Section 4. Notice of Public Hearing. The City Clerk is hereby authorized and directed to provide for notice of the public hearing by taking the following actions;

- A. A certified copy of this Resolution shall be delivered to:
 - i. The Board of County Commissioners of Leavenworth County, Kansas;
 - ii. The Board of Education of Unified School District No. 469, Leavenworth County, Kansas (Lansing); and
 - iii. The Planning Commission of the City of Lansing, Kansas.

B. This Resolution, including ***Exhibits A*** through ***E*** attached hereto, shall be published at least once in the official newspaper of the City not less than one week or more than two weeks preceding the date of the public hearing.

C. This Resolution, including ***Exhibits A*** through ***E*** attached hereto, is available for inspection at the office of the clerk of the City at normal business hours. Members of the public are invited to review the plan and attend the public hearing on the date announced in this Resolution.

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

Section 6. Effective Date. This Resolution shall take effect after its adoption by the Governing Body.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the Governing Body of the City of Lansing, Kansas on August 7, 2025.

(SEAL)

Anthony R. McNeill, Mayor

ATTEST:

Tish Sims, City Clerk

EXHIBIT A**LEGAL DESCRIPTION OF PROPOSED
MONROE MANOR REINVESTMENT HOUSING INCENTIVE DISTRICT****Tract 1:**

The South 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 13, Township 9 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas

EXCEPT: A tract of land in the South Half of the Southwest Quarter of the Southwest Quarter of Section 13, Township 9, Range 22, East of the 6th Principal Meridian, described as follows: Beginning at a point on the West line of Section 13, said point being 662.91 feet North of the Southwest corner of said Section; thence North 87°43'00" East 208.71 feet to a point; thence South and parallel to the West line of said Section 208.71 feet to a point; thence South 87°43'00" West 208.71 feet to a point on the West line of said Section; thence North along said West line 208.71 feet to the point of beginning, Leavenworth County, Kansas. less that part taken for road purposes, as shown on survey dated April 30, 2008, by Donald G. White.

ALSO EXCEPT: A tract of land in the Northwest Quarter of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 13, Township 9 South, Range 22 East of the 6th P.M., City of Lansing, Leavenworth County, Kansas, described as follows; Commencing at the Southwest corner of said Section 13; thence North 01°20'07" East (assumed), 394.07 feet along the West line of Section 13 to the point of beginning of this tract; thence, North 01°20'07" East 60.00 feet along said West line; thence, North 89°11'24" East 208.71 feet parallel with the North line of the South half of the Southwest Quarter of Section 13; thence, North 01°20'07" East, 208.71 feet to the North line of the South half of the Southwest Quarter of Section 13; thence North 89°11'24" East, 156.00 feet along said North line; thence South 01°20'07" West, 268.71 feet; thence, South 89°11'24" West, 364.71 feet to the point of beginning, Leavenworth County, Kansas. less part taken or used for road and as per survey dated April 30, 2008, by Donald G. White.

Tract 2:

All the part of the East 1/2 of the Southwest 1/4 of Section 13, Township 9, Range 22 that lies South of Fairway Estates, 4th Plat, in Lansing, Leavenworth County, Kansas, subject to that part of any, in streets, roadways, highways or other public rights-of-ways.

Tract 3:

A tract of land in the South Half of the Southwest Quarter of the Southwest Quarter of Section 13, Township 9, Range 22, East of the 6th Principal Meridian, described as follows: Beginning at a point on the West line of Section 13, said point being 662.91 feet North of the Southwest corner of said Section; thence North 87°43'00" East 208.71 feet to a point; thence South and parallel to the West line of said Section 208.71 feet to a point; thence South 87°43'00" West 208.71 feet to a point on the West line of said Section; thence North along said West line 208.71 feet to the point of beginning, Leavenworth County, Kansas. less that part taken for road purposes, as shown on survey dated April 30, 2008, by Donald G. White.

AND

A tract of land in the Northwest Quarter of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 13, Township 9 South, Range 22 East of the 6th P.M., City of Lansing, Leavenworth

County, Kansas, described as follows; Commencing at the Southwest corner of said Section 13; thence North 01°20'07" East (assumed), 394.07 feet along the West line of Section 13 to the point of beginning of this tract; thence, North 01°20'07" East 60.00 feet along said West line; thence, North 89°11 '24" East 208.71 feet parallel with the North line of the South half of the Southwest Quarter of Section 13; thence, North 01°20'07" East, 208.71 feet to the North line of the South half of the Southwest Quarter of Section 13; thence North 89°11'24" East, 156.00 feet along said North line; thence South 01°20'07" West, 268.71 feet; thence, South 89°11'24" West, 364.71 feet to the point of beginning, Leavenworth County, Kansas. less part taken or used for road and as per survey dated April 30, 2008, by Donald G. White.

Together with public rights-of-way adjacent thereto

EXHIBIT B

**MAP OF PROPOSED
MONROE MANOR REINVESTMENT HOUSING INCENTIVE DISTRICT**

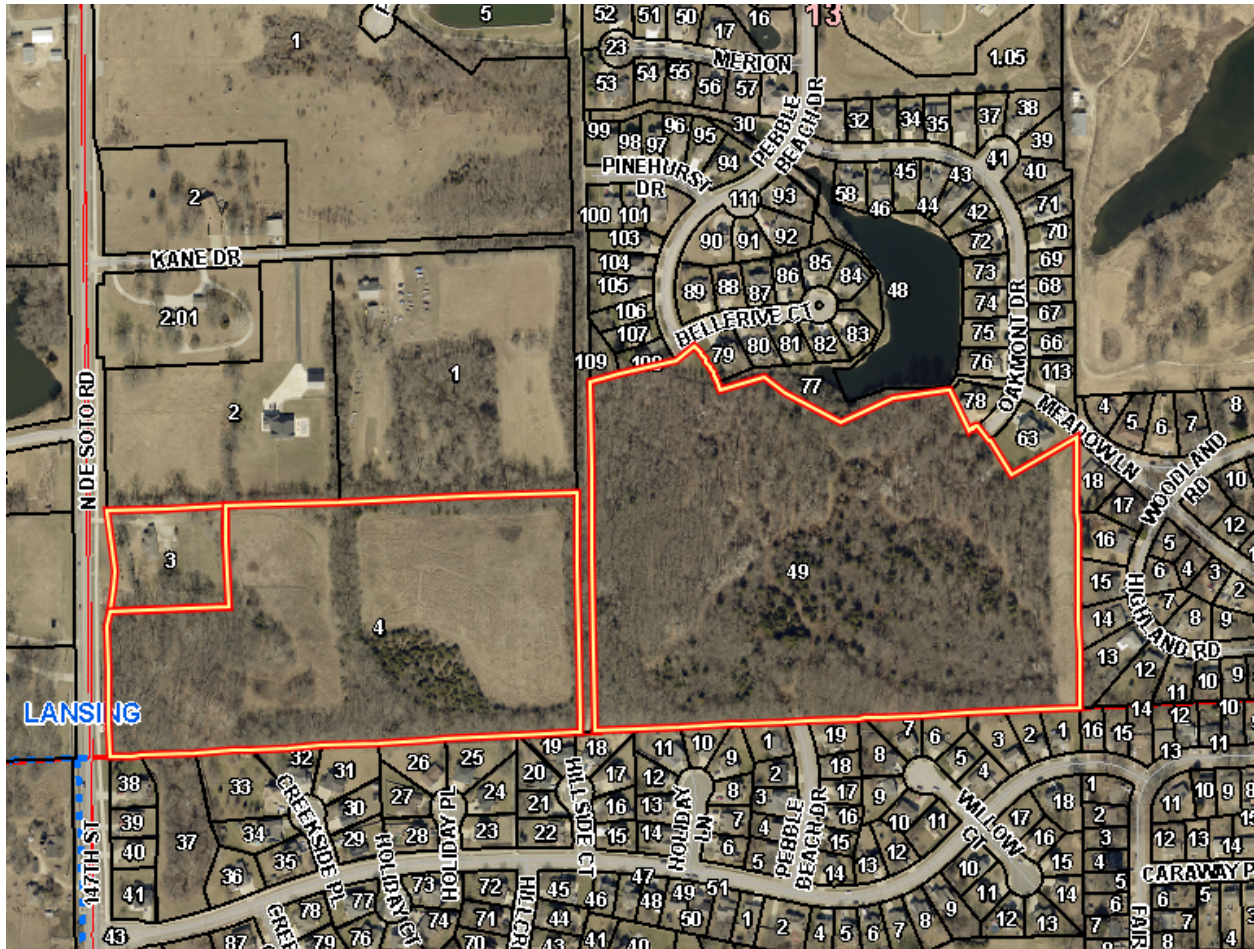


EXHIBIT C

**NAMES AND ADDRESSES OF THE OWNERS OF RECORD
OF ALL REAL ESTATE PARCELS WITHIN THE PROPOSED
MONROE MANOR REINVESTMENT HOUSING INCENTIVE DISTRICT
AND THE EXISTING ASSESSED VALUATION OF SAID REAL ESTATE PARCELS
AND NAMES AND ADDRESSES OF THE DEVELOPERS**

Owners of Real Property:	Circle H Holdings, LLC 5858 Naples Drive Flower Mound, TX 75028-2304
Developer:	Circle H Land Development, LLC 5858 Naples Drive Flower Mound, TX 75028-2304
Individuals with specific interest:	Circle H Holdings, LLC, has purchased and solely holds the real estate proposed to be within the boundaries of the District.
Existing Assessed Valuation of the District:	Land: \$86,968 Improvements: \$0

EXHIBIT D**DESCRIPTION OF THE HOUSING AND PUBLIC FACILITIES PROJECT OR PROJECTS
THAT ARE PROPOSED TO BE CONSTRUCTED OR IMPROVED IN THE PROPOSED
MONROE MANOR REINVESTMENT HOUSING INCENTIVE DISTRICT**

The housing and public facility project will include 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 194 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:

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.

EXHIBIT E**SUMMARY OF THE CONTRACTUAL ASSURANCES BY THE DEVELOPER AND OF THE COMPREHENSIVE FEASIBILITY ANALYSIS****Contractual Assurances**

The Governing Body expects to enter into a Development Agreement (the “Development Agreement”) with Circle H Land Development, LLC, a Nevada limited liability company, and/or Circle H Holdings, LLC (the “Developer”). The Development Agreement 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 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.

Feasibility Study

The Developer and Spencer Fane LLP have conducted a study 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 provided by the developer, would be sufficient to pay for the public improvements to be undertaken in the District. The analysis estimates the property tax revenues that will be generated from the development of the District, less existing property taxes and certain unavailable property tax revenues to determine the revenue stream available to support the costs of 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 eligible costs.



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 4.

Project Name:	Monroe Manor	Agenda Item 4.
Land Owners		

Name:	Circle H Holdings, LLC	Phone:	512-900-0338
Address:	5858 Naples Dr, Flower Mound, TX 75028	Email:	roman.haehn@circlehgroup.com

Developer			
Name:	Circle H Land Development, LLC	Phone:	512-900-0338
Address:	5858 Naples Dr, Flower Mound, TX 75028	Email:	roman.haehn@circlehgroup.com

Builder			
Name:	Hakes Brothers	Phone:	913-667-7504
Address:	100 E Kansas Ave, Lansing, KS 66043	Email:	blake.cooper@hakesbrothers.com


Property Information			
Site Address:	724 N Desoto Rd, Lansing , KS 66043		
Total Acreage of Site:	45.28	Current Zoning:	R2/R2P
		Zoning Requested:	R2

Project Information			
Estimated Project Duration:	5 years	Est. Project Start Date:	Fall 2025
Proposed Units/Year:	40		Home Size (sq. ft.)
Proposed Phases:	3		Min: 1,200
			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	194	Own	1,800 - 2,000	\$200 - \$240	\$300k - \$350k
2)					
3)					
Total Project Costs:	\$11.7M	Equity Invested:	\$8.6M		
RHID Request:	\$3.02M	Debt Amount:			N/A
Annual Property Tax:	Total: \$962,431			Per Unit:	\$4,961

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

July 25, 2025

Date

Executive Summary:

Six (6) year RHID proposal - \$3,026,943
 \$3.8M Incremental Tax Revenue generated during Six (6) year RHID period
 Creates ~\$1.2M Tax Revenue annually, indefinitely
 >\$60M Market Value Created
 RHID focused solely on public improvements
 Not included in RHID - Land cost & home construction costs

Key Assumptions:

Monroe Manor to include 194 homes
 ~40 homes to be built annually until complete
 Appraised value \$310K per Finished Home
 Home appreciation of +4.2% annually (per Raymond James report)
 Property class assessed value = 11.50%
 Constant Mill Levy based on 2024 levy information

Taxing Units	2024 Mill Levy	Levy Contribution	Aggregate Fiscal Impact	Notes
State	1.500	0.000	\$ -	Excludes 1.50 mill levy for State of Kansas
County	37.561	37.561	\$ 966,318	
Lansing City	41.909	41.909	\$ 1,078,177	
Fire District #1	0.000	0.000	\$ -	
USD 469	58.188	38.188	\$ 982,448	Excludes 20.00 mill levy for General Fund
Total	139.158	117.658	\$ 3,026,943	Developer to provide \$8.6M project contribution

Est Completed Value Appraised Home Value	Property Class	Est Total Property Tax Per Unit
\$310,000	11.50%	\$4,195

RHID Captured Tax Revenue:

			Incremental Market Value & Tax Summary				RHID Summary			
Year	Collection Year	Cumulative Finished Homes	Cumulative Market Value Created	Property Tax Per Unit	Annual Tax Increment*	Cumulative Tax Increment	Annual RHID Contribution	Leavenworth RHID Contribution	City of Lansing RHID Contribution	USD 469 RHID Contribution
1	2026/2027	16	\$4,960,000	\$4,195	\$55,182	\$55,182	\$46,656	\$14,895	\$16,619	\$15,143
2	2027/2028	56	\$17,360,000	\$4,371	\$232,828	\$288,010	\$196,856	\$62,844	\$70,119	\$63,893
3	2028/2029	96	\$29,760,000	\$4,554	\$425,278	\$713,288	\$359,572	\$114,789	\$128,077	\$116,705
4	2029/2030	136	\$42,160,000	\$4,746	\$633,461	\$1,346,749	\$535,591	\$170,981	\$190,774	\$173,836
5	2030/2031	176	\$54,560,000	\$4,945	\$858,361	\$2,205,110	\$725,744	\$231,686	\$258,505	\$235,553
6	2031/2032	194	\$60,140,000	\$5,153	\$987,659	\$3,192,769	\$1,162,524	\$371,123	\$414,083	\$377,318
TOTAL							\$3,026,943	\$966,318	\$1,078,177	\$982,448

*Excludes current Base Taxes of \$11,930 annually for current undeveloped land

PROJECT BUDGET

RHID ELIGIBLE EXPENSES

Item	Project Budget	RHID Eligible	RHID Utilized
Land Acquisition	\$745,000	\$745,000	\$0
Infrastructure Improvements - Hard Costs	\$8,484,238	\$8,484,238	\$2,352,630
<i>Excavation/Embankment/Clearing</i>	\$2,255,375	\$2,255,375	\$625,403
<i>Internal Sanitary Sewer</i>	\$1,982,805	\$1,982,805	\$549,820
<i>Water Main & Service</i>	\$1,090,730	\$1,090,730	\$302,453
<i>Street & Storm Sewer</i>	\$3,155,328	\$3,155,328	\$874,954
Contingency - Hard Costs	\$848,424	\$848,424	\$235,263
Soft Costs - Engineering/Inspections/Permits/Etc.	\$1,583,333	\$1,583,333	\$439,049
TOTAL	\$11,660,995	\$11,660,995	\$3,026,943
% RHID Eligible Utilization*			26%

*Circle H to fund 74% of total cost of Monroe Manor project

PROJECT SUMMARY

Monroe Manor Single Family Residential Project - Lansing, KS
Leavenworth County, KS
USD 469 School District

Project Overview						
Project Item	Homes	Appraisal Value/Home	Total Appraised Value	Assessed Value/Home	Total Assessed Value	Total Taxes @ Completion
Single Family Homes	194	\$310,000	\$60,140,000	\$35,650	\$6,916,100	\$962,431
TOTAL	194		\$60,140,000		\$6,916,100	\$962,431

Base Assessed Value						
Tax ID	Address	Parcel Number	Acres	Appraised Value	Assessed Value	Base Property Taxes
12574	724 N DESOTO RD	106-13-0-30-03-003.00-0	2.93	\$76,180	\$35,742	\$4,801
12575	N DESOTO RD	106-13-0-30-03-004.00-0	16.89	\$439,140	\$21,161	\$2,945
28237	PEBBLEBEACH DR	106-13-0-30-01-049.00-0	25.46	\$661,960	\$30,065	\$4,184
TOTAL			45.28	\$1,177,280	\$86,968	\$11,930

Tax & Financial Assumptions	
Assessment Rate	11.50%
Base Assessed Value	\$86,968
Total Assessed @ Completion	\$6,916,100
Total Appraised Value @ Completion	\$60,140,000
Total Levy Rate (2024)	139.158
Total RHID Levy Rate*	117.658
Annual Assumed Growth Rate	4.20%

*Excludes 20.00 USD General Fund & 1.50 State of Kansas

**DEVELOPMENT PLAN
OF THE CITY OF LANSING, KANSAS
MONROE MANOR
REINVESTMENT HOUSING INCENTIVE DISTRICT**

AUGUST 2025

INTRODUCTION

On August 1, 2024, the City Council (the “Governing Body”) of the City Lansing, Kansas (the “City”) adopted Resolution No. B-10-2024, 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-10-2024, 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 August 12, 2024, 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 Monroe Manor 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	\$86,968
Improvements	<u>\$0</u>
<i>Total</i>	\$86,968

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

Circle H Holdings, LLC
5858 Naples Drive
Flower Mound, TX 75028-2304

(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 will include 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 194 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:

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:	Circle H Holdings, LLC 5858 Naples Drive Flower Mound, TX 75028-2304
Developer:	Circle H Land Development, LLC 5858 Naples Drive Flower Mound, TX 75028-2304
Individuals with specific interest:	Circle H Holdings, LLC, has purchased and solely holds 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 Circle H Land Development, LLC, a Nevada limited liability company, and/or Circle H Holdings, LLC (the "Developer"). The Development Agreement 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 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.*** The Developer and Spencer Fane LLP have conducted a study 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 provided by the developer, would 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 development of the District, less existing property taxes and certain

unavailable property tax revenues to determine the revenue stream available to support the costs of 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 eligible costs.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A
DEVELOPMENT PLAN
MONROE MANOR REINVESTMENT HOUSING INCENTIVE DISTRICT

LEGAL DESCRIPTION OF DISTRICT

Tract 1:

The South 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 13, Township 9 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas

EXCEPT: A tract of land in the South Half of the Southwest Quarter of the Southwest Quarter of Section 13, Township 9, Range 22, East of the 6th Principal Meridian, described as follows: Beginning at a point on the West line of Section 13, said point being 662.91 feet North of the Southwest corner of said Section; thence North 87°43'00" East 208.71 feet to a point; thence South and parallel to the West line of said Section 208.71 feet to a point; thence South 87°43'00" West 208.71 feet to a point on the West line of said Section; thence North along said West line 208.71 feet to the point of beginning, Leavenworth County, Kansas. less that part taken for road purposes, as shown on survey dated April 30, 2008, by Donald G. White.

ALSO EXCEPT: A tract of land in the Northwest Quarter of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 13, Township 9 South, Range 22 East of the 6th P.M., City of Lansing, Leavenworth County, Kansas, described as follows; Commencing at the Southwest corner of said Section 13; thence North 01°20'07" East (assumed), 394.07 feet along the West line of Section 13 to the point of beginning of this tract; thence, North 01°20'07" East 60.00 feet along said West line; thence, North 89°11'24" East 208.71 feet parallel with the North line of the South half of the Southwest Quarter of Section 13; thence, North 01°20'07" East, 208.71 feet to the North line of the South half of the Southwest Quarter of Section 13; thence North 89°11'24" East, 156.00 feet along said North line; thence South 01°20'07" West, 268.71 feet; thence, South 89°11'24" West, 364.71 feet to the point of beginning, Leavenworth County, Kansas. less part taken or used for road and as per survey dated April 30, 2008, by Donald G. White.

Tract 2:

All the part of the East 1/2 of the Southwest 1/4 of Section 13, Township 9, Range 22 that lies South of Fairway Estates, 4th Plat, in Lansing, Leavenworth County, Kansas, subject to that part of any, in streets, roadways, highways or other public rights-of-ways.

Tract 3:

A tract of land in the South Half of the Southwest Quarter of the Southwest Quarter of Section 13, Township 9, Range 22, East of the 6th Principal Meridian, described as follows: Beginning at a point on the West line of Section 13, said point being 662.91 feet North of the Southwest corner of said Section; thence North 87°43'00" East 208.71 feet to a point; thence South and parallel to the West line of said Section 208.71 feet to a point; thence South 87°43'00" West 208.71 feet to a point on the West line of said Section; thence North along said West line 208.71 feet to the point of beginning, Leavenworth County, Kansas. less that part taken for road purposes, as shown on survey dated April 30, 2008, by Donald G. White.

AND

A tract of land in the Northwest Quarter of the Southwest Quarter of the Southwest Quarter of the Southwest

Quarter of Section 13, Township 9 South, Range 22 East of the 6th P.M., City of Lansing, Leavenworth County, Kansas, described as follows; Commencing at the Southwest corner of said Section 13; thence North 01°20'07" East (assumed), 394.07 feet along the West line of Section 13 to the point of beginning of this tract; thence, North 01°20'07" East 60.00 feet along said West line; thence, North 89°11'24" East 208.71 feet parallel with the North line of the South half of the Southwest Quarter of Section 13; thence, North 01°20'07" East, 208.71 feet to the North line of the South half of the Southwest Quarter of Section 13; thence North 89°11'24" East, 156.00 feet along said North line; thence South 01°20'07" West, 268.71 feet; thence, South 89°11'24" West, 364.71 feet to the point of beginning, Leavenworth County, Kansas. less part taken or used for road and as per survey dated April 30, 2008, by Donald G. White.

Together with public rights-of-way adjacent thereto

EXHIBIT B
DEVELOPMENT PLAN
MONROE MANOR REINVESTMENT HOUSING INCENTIVE DISTRICT
MAP OF THE DISTRICT

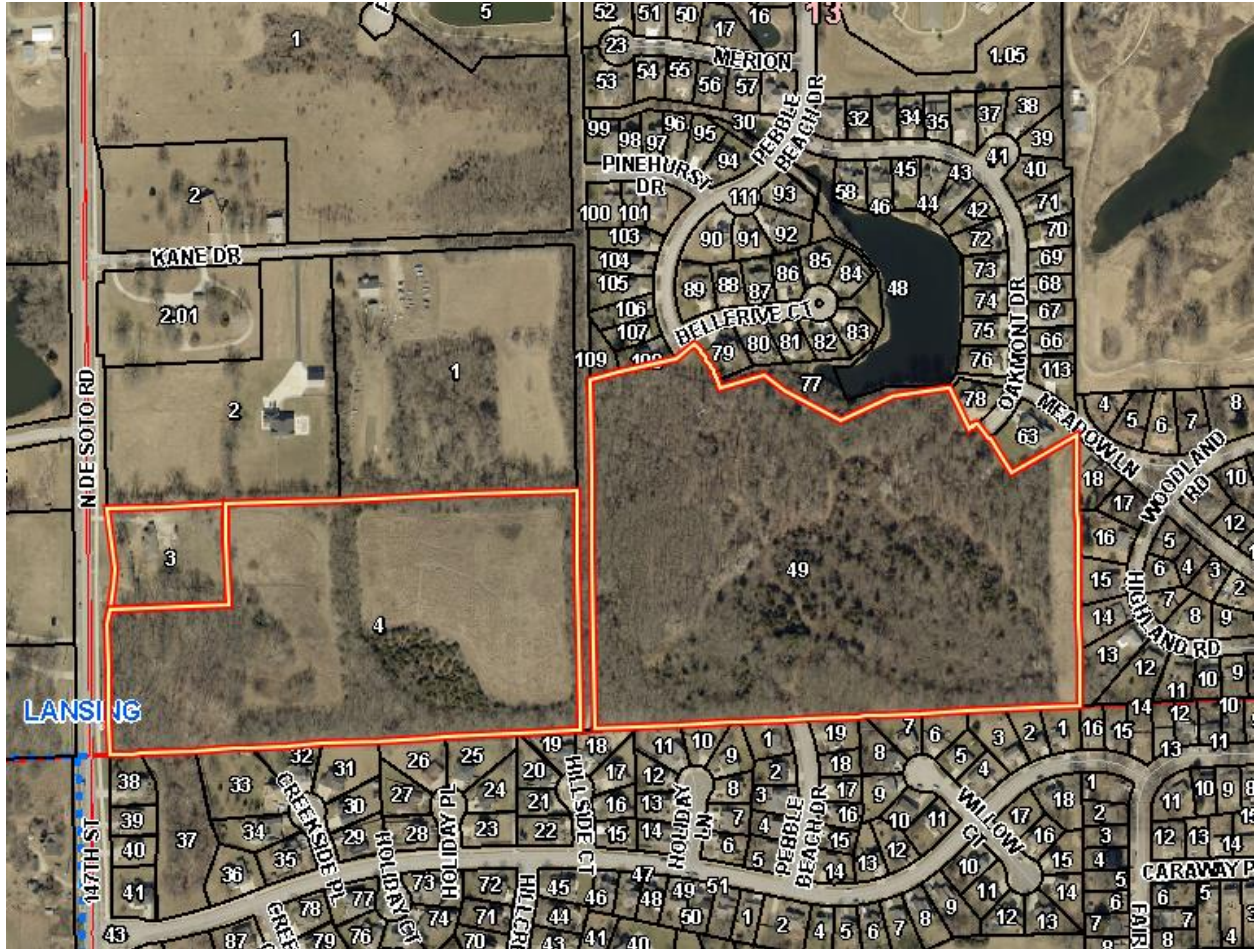


EXHIBIT C
DEVELOPMENT PLAN
MONROE MANOR REINVESTMENT HOUSING INCENTIVE DISTRICT
COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS

Executive Summary:

Six (6) year RHID proposal - \$3,026,943
 \$3.2M Incremental Tax Revenue generated during Six (6) year RHID period
 Creates ~\$1.0M Tax Revenue annually, indefinitely
 >\$60M Market Value Created
 RHID focused solely on public improvements
 Not included in RHID - Land cost & home construction costs

Key Assumptions:

Monroe Manor to include 134 homes
 ~40 homes to be built annually until complete
 Appraised value \$310K per Finished Home
 Home appreciation of +4.2% annually (per Raymond James report)
 Property class assessed value = 11.50%
 Constant Mill Levy based on 2024 levy information

Taxing Units	2024 Mill Levy	Levy Contribution	Aggregate Fiscal Impact	Notes
State	1.500	0.000	\$ -	Excludes 1.50 mill levy for State of Kansas
County	37.561	37.561	\$ 966,318	
Lansing City	41.909	41.909	\$ 1,078,177	
Fire District #1	0.000	0.000	\$ -	
USD 469	58.188	38.188	\$ 982,448	Excludes 20.00 mill levy for General Fund
Total	139.158	117.658	\$ 3,026,943	Developer to provide \$8.6M project contribution

Est Completed Value Appraised Home Value	Property Class	Est Total Property Tax Per Unit
\$310,000	11.50%	\$4,195

RHID Captured Tax Revenue:

			Incremental Market Value & Tax Summary				RHID Summary			
Year	Collection Year	Cumulative Finished Homes	Cumulative Market Value Created	Property Tax Per Unit	Annual Tax Increment*	Cumulative Tax Increment	Annual RHID Contribution	Leavenworth RHID Contribution	City of Lansing RHID Contribution	USD 469 RHID Contribution
1	2026/2027	16	\$4,960,000	\$4,195	\$55,182	\$55,182	\$46,656	\$14,095	\$16,619	\$15,143
2	2027/2028	56	\$17,360,000	\$4,371	\$232,828	\$288,010	\$196,856	\$62,844	\$70,119	\$63,893
3	2028/2029	96	\$29,760,000	\$4,554	\$425,278	\$713,288	\$359,572	\$114,789	\$128,077	\$116,705
4	2029/2030	136	\$42,160,000	\$4,746	\$633,461	\$1,346,749	\$535,591	\$170,981	\$190,774	\$173,836
5	2030/2031	176	\$54,560,000	\$4,945	\$858,361	\$2,205,110	\$725,744	\$231,686	\$258,505	\$235,553
6	2031/2032	194	\$60,140,000	\$5,153	\$987,659	\$3,192,769	\$1,162,524	\$371,123	\$414,083	\$377,318
TOTAL							\$3,026,943	\$966,318	\$1,078,177	\$982,448

*Excludes current Base Taxes of \$11,930 annually for current undeveloped land

AGENDA ITEM

TO: Tim Vandall, City Administrator
 FROM: Joshua Gentzler
 DATE: August 7, 2025
 SUBJECT: 2026 Independence Day Fireworks Show Deposit

Overview: City staff recommends approval of payment to Victory Pyrotechnics & Special Effects in the amount of **\$25,625.66** for the 2026 Independence Day pyromusical display at Lansing High School. This invoice includes soundtrack creation, pyrotechnic choreography, fireworks materials, crew labor, delivery, insurance, pre-production preparation, and required licensing.

Policy Consideration: N/A

Financial Consideration: Victory Pyro's selected payment option includes a 4% discount, bringing each year's cost to **\$25,625.66**.

Action: A motion to authorize the City to execute payment to Victory Pyrotechnics & Special Effects for the 2026 Independence Day fireworks display.

Victory Pyrotechnics & Special Effects

PO Box 219
Clearwater, KS 67026
(800) 516-4629
billing@victorypyro.com
victorypyro.com



INVOICE

BILL TO	SHIP TO	SHIP DATE	07/03/2026	INVOICE	396
City of Lansing (KS)	Lansing High School			DATE	06/24/2025
730 1st Terr, Suite 2	1412 147th St			TERMS	Net 15
Lansing, KS 66043	Lansing, KS 66043			DUE DATE	07/09/2025

PROJECT #	SERVICE DATE
34689168701-1	2026-07-03

	AMOUNT
(PYROMUSICAL) Soundtrack Creation Custom-mixed soundtrack to the specifications listed in the proposal.	2,025.00
(PYROMUSICAL) Pyrotechnic Choreography Design fee for pyrotechnic choreography.	3,937.50
(PYROMUSICAL) Pyrotechnic Devices Fireworks and other materials needed for the project.	13,500.00
(PYROMUSICAL) Crewing All necessary labor to complete proposed work.	2,829.00
(PYROMUSICAL) Delivery Transportation for crew, gear, and materials (HAZMAT) to the project site.	610.50
(PYROMUSICAL) Insurance Insurance in the amount listed on the agreement.	2,117.44
(PYROMUSICAL) Pre-Production Prep Prep performed before arriving on site.	1,398.96
(PYROMUSICAL) Licensing Necessary licensing and permitting.	275.00
Multi Year Project Discount - No Deposit, 4% Cash	-1,067.74

Thank you for your business, your partnership is much appreciated!
We look forward to creating thrilling experiences with you very soon.

SUBTOTAL	25,625.66
TAX	0.00
TOTAL	25,625.66
BALANCE DUE	\$25,625.66

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Tish Sims, City Clerk
DATE: August 1, 2025
SUBJECT: Executive Session – Economic Development

Executive Session will be called for a period of fifteen (15) minutes to review Economic Development activities pursuant to the discussion of confidential data relating to the financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorship, exception K.S.A. 75-4319(b)(4).

AGENDA ITEM # 6

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Tish Sims, City Clerk
DATE: August 1, 2025
SUBJECT: Executive Session – Personnel Matters of Non-Elected Personnel

Executive Session will be called for a period of fifteen (15) minutes to discuss an employee's performance personnel matters of non-elected personnel pursuant to the non-elected personnel matter exception K.S.A. 75-4319(b)(1)

AGENDA ITEM # 7



City of Lansing
800 First Terrace
Lansing, Kansas 66043

City Administrator's Report
August 7, 2025

Agenda Items:

The City will hold a public hearing to consider the establishment of the Fairlane Townhomes Phase II Reinvestment Housing Incentive District and the approval of the corresponding development plan and agreement. This would include approximately 21 townhome units (five triplexes and three duplexes) within the RHID boundary. The units would be comparable to the existing Fairlane Townhomes directly to the south and west in this area. The City would not encompass any debt from this, and the project would be reimbursed on a "pay-as-you-go" basis, so if the project never occurs, the City is not responsible for any expenses. Approval would set a 30-day timeline for both USD 469 and Leavenworth County to make a determination whether this creates any adverse consequences.

Resolution B-7-2025 would set a public hearing for September 18th, 2025 to consider the establishment of the Monroe Manor RHID and development plan. Monroe Manor is proposed as a single-family subdivision composed of 194 lots. The total investment is estimated at \$11.66million, with the RHID request of \$3.03million on a pay as you go basis. This subdivision would be fully on the tax rolls after six years. As with all projects, both USD 469 and Leavenworth County have the ability to formally state any whether the project will create any adverse consequences. New housing in our community increases our population, enhances sales tax collections, creates a fresh labor pool for our employers, makes us more appealing to prospective businesses, and helps our existing businesses by bringing in more customers.

A motion to authorize the City to execute a payment to Victory Pyrotechnics for \$25,625.66 is on the agenda. The 2026 fireworks show will mark the 250th anniversary of the United States.

An executive session for economic development for 15 minutes is on the agenda.

An executive session for non-elected personnel for 15 minutes is on the agenda.

Public Works:

J.M. Fahey, the contractor for this summer's Capital Improvement Plan, has completed nearly all asphalt work. Pavement markings are on pace to be completed in the next month, with yard restoration likely taking place this fall. This year's budget for capital improvements totals \$822,000. This maintenance work was approved at the April 17th 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.



City of Lansing
800 First Terrace
Lansing, Kansas 66043

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:

The contractor is making steady progress on the Town Centre Trunk Sewer Replacement Project. The temporary bypass for West Kansas has been closed and residents are able to drive a similar alignment until the street can be repaired. The depth of rock has decreased, so as long as the weather cooperates, crews can continue to work. As they approach W Kay Street, that intersection will need to be closed while the last connections for the project are completed. The project is scheduled to wrap up by mid to late September.

Pipe installation for the Ida/Gamble project began on July 10th, and the contractor is making quick progress. The existing pipe abandonment portion of the project has been completed, and the contractor is working in Ida Street. The intersection of Ida and Gamble Street will be closed to all traffic for three to four weeks, depending on the weather. The project will relocate sewers near this intersection that are oversized for current flows to the new 7 Mile 36" interceptor.

All major fieldwork for this project is now complete. The consultant is compiling and reviewing the data in preparation for a draft report submittal. A preliminary meeting will be scheduled in August or September to review their findings, prior to briefing the city council.

Year End Sales Tax Update:

	2024 YTD	2025 YTD	Difference
Local Sales & Use Tax (1.9%)	\$1,590,990	\$1,783,031	\$192,041, 12.07%
County Sales Tax	\$520,334	\$554,643	\$34,309, 6.59%
County Use Tax	\$218,017	\$247,197	\$29,180, 13.38%
Guest Tax	\$56,126	\$58,290	\$2,163, -3.85%

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 \$427,927 this year. The special sales tax to pay for DeSoto Road and Bernard Park Improvements also generated \$427,927 (both special sales taxes are for the same amount, .45%). At this rate, both special sales taxes would generate \$733,589 by the end of the year.

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. Hours for the pool will begin declining as students go back to school. Repairs to the twister slide, installation of light poles, and other final repairs are slated to take place in the off season. While the pool itself will close, the splash pad may remain open as long as weather permits.

Library:

The outdoor patio west of the library is complete! The City is grateful to the Friends of the Library 501c3 for their partnership in accomplishing this project. The patio will give the library more flexibility for things like story times, book clubs, and other children's library events.

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



City of Lansing
800 First Terrace
Lansing, Kansas 66043

Laborer positions available. Interested candidates can apply by clicking on the “How Do I?” tab under the website and selecting Job Opportunities.

Delaware Township has expressed an openness to partner on the cost of a slide-in unit for a brush truck to fight grass fires. Based on this potential cost-share, as well as the desire to accomplish this in the fall/winter when there are fewer grass-fires, we may attempt to purchase the slide-in unit for the brush truck later this year rather than 2025. Bids will come before the City Council prior to any purchase.

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.

- 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
- Thursday, September 18 City Council Meeting, 7:00pm, City Hall
- Thursday, September 25 City Council Work Session, 7:00pm, City Hall
- Thursday, October 2 City Council Meeting, 7:00pm, City Hall
- Monday, October 13 Columbus Day-City Offices Closed-Staff Training Day

Sincerely,

Tim Vandall