

CITY COUNCIL REGULAR MEETING

Council Chambers, 800 1st Terrace, Lansing, KS 66043 Thursday, September 18, 2025 at 7:00 PM

AGENDA

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL
OLD BUSINESS

1. Approval of Minutes

AUDIENCE PARTICIPATION PRESENTATIONS

NEW BUSINESS

- 2. Monroe Manor RHID Public Hearing
- 3. Ordinance No. 1140 Monroe Manor Rezone
- 4. Ordinance No. 1141 Monroe Manor RHID Ordinance
- 5. Bid Approval Clearwave Fiber Optic Communications Installation
- 6. Bid Approval G Building Roof Replacement Request
- 7. Bid Approval Sewage Grinder Rebuild Request

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

- 8. Aquatic Center Admission Totals
- August Fire Department Reports
- 10. August Fleet Report
- 11. 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: September 10, 2025
SUBJECT: Approval of Minutes

The Regular Meeting Minutes of September 4, 2025, are enclosed for your review.

Action: Staff recommends a motion to approve the Regular Meeting Minutes of September 4, 2025, as presented.

CITY OF LANSING

CITY COUNCIL MEETING

REGULAR MEETING MINUTES September 4, 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 August 21, 2025, were provided for review.

Councilmember Kirby made a motion to approve the Regular Meeting Minutes of August 21, 2025. Councilmember Garvey seconded the motion.

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

Audience Participation:

Presentations:

Leavenworth County Humane Society Proclamation presented to Crystal Swann Blackdeer representing Leavenworth County Humane Society by Mayor McNeill and Councilmember Gene Kirby.

A proclamation in recognition of the accomplishments of the Leavenworth County Humane Society.

Police Department Promotions

Sergeant Richard DeMateo was promoted to Lieutenant and pinned with his Lieutenant Badge. Officers Dustin Grace and Lee Adkisson have been promoted to Sergeants and were pinned with their Sergeant Badges.

COUNCIL CONSIDERATION OF AGENDA ITEMS:

Purchase of Slide-in Unit for Unit 568

The Lansing Fire Department requested bids for a slide-in unit for unit 568 which is the 2017 Chevy one ton pickup. Two bids were received from: Feld Fire \$19,949.00, and Danko Fire \$21,035.00. This equipment purchase is included in the 2025 Budget, with half paid by Lansing and half paid for by Delaware Township.

Councilmember Brungardt made a motion to approve the purchase of one slide-in unit from Feld Fire Equipment in the amount of \$19,949.00 this includes installation at their facility. Councilmember Kirby seconded the motion.

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

Consideration of CID Petition & Resolution B-9-2025

The City has received a petition from the property owner (the City, on behalf of) requesting creation of a Community Improvement District (CID) for Lansing Towne Centre, encompassing approximately 15.7 acres. The proposed project includes site improvements such as buildings, utilities, parking, landscaping, and related infrastructure. This resolution sets a public hearing scheduled for Thursday, November 6, 2025.

Councilmember Brungardt made a motion to accept the petition and adopt Resolution No. B-9-2025 to set a public hearing to consider creation of the Lansing Towne Centre Community Improvement District (CID) and the City's intent to levy a 1.0% CID sales tax.

The developer was available via Zoom for questions. City Administrator Tim Vandall explained what the motion covers at this point and that CID's are utilized in Wyandotte County and Leavenworth.

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

REPORTS:

Department Heads: none.

City Attorney: none.

City Administrator:

AT&T Utility Workers discussions between Wyndham Hills HOA and AT&T.
 Councilmembers Kowalewski and Brungardt stated meeting went well and that AT&T stepped up.

Governing Body:

Councilmember Brungardt:

Congratulations to the Police Department and regarding the new Firetruck.

Councilmember Studnicka:

- Congratulations to the Police Department and regarding the new Firetruck.
- Traffic at Olive Street for school pickup at Lansing Middle School. Traffic back-up onto Main Street is dangerous.

City Administrator Vandall stated that he had addressed the issue with the school.

Councilmember Gardner:

Congratulations to the Police Department and regarding the new Firetruck.

Councilmember Kirby:

- Congratulations to everybody.
- Thanked the Leavenworth County Humane Society for their work for the community.
- Impressed by Fire Department show of support for the Police Department.

Councilmember Kowalewski:

- Appreciates the Humane Society for their work.
- Congratulations to the Police Department.

Councilmember Garvey:

• Congratulations to the Police Department and regarding the new Firetruck.

Councilmember Robinson:

- Echoed appreciation to the Humane Society.
- Liked the community pride with the lion on the back of the new fire truck.
- Thanked Police Chief Steve Wayman and his outstanding staff.

Councilmember Clemons:

Echoed the congratulations to everyone.

Proclamations: Assisted Living Week Proclamation

ADJOURNMENT:

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

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

The meeting was adjourned at 7:25 PM.

ATTEST:	
City Clerk Tish Sims, CMC	•

AGENDA ITEM

TO: Tim Vandall, City Administrator

FROM: Joshua Gentzler

DATE: September 18, 2025

SUBJECT: Monroe Manor RHID Public Hearing

Overview: The City Council is being asked to conduct a public hearing regarding the establishment of the Monroe Manor Reinvestment Housing Incentive District (RHID)

Monroe Manor is a 194-lot single-family residential subdivision located east of N. De Soto Road, south of Kane Drive, and north of Holiday Drive. The developer, Circle H Land Development, LLC, intends to construct all necessary public infrastructure for the subdivision and is requesting RHID reimbursement for a portion of those costs.

A public hearing notice was published in the *Leavenworth Times* on September 10, 2025, in accordance with K.S.A. 12-5245, and tonight's hearing is the final step before the City Council may act on the ordinance and agreements.

Policy Consideration: N/A.

Financial Consideration: N/A

Action: Staff recommends that the City Council open, hold, and close the public hearing for the Monroe Manor RHID.

AGENDA ITEM

TO: Tim Vandall, City Administrator

FROM: Joshua Gentzler

DATE: September 18, 2025

SUBJECT: Monroe Manor Rezone - Case 2025-DEV-010

Overview:

The Applicant proposes to rezone a 25.5-acre tract of land from R-2-P to R-2 Single-Unit Residential District. The property owner is asking for a rezoning in preparation for future development of this property and has received conditional approval for a preliminary plat based on this rezoning.

At the August meeting, the Planning Commission voted 6-0 to recommend approval of the application. In accordance with Lansing's UDO, the City Council may:

- Approve the application in accordance with the Planning Commission's Recommendation;
- Override the Planning Commission's recommendation (in whole or in part) by a twothirds majority vote of the Council; or
- Return the application to the Planning Commission for further review of specified factors.

Policy Consideration: n/a

Financial Consideration: n/a

Action: Staff recommends a motion to adopt Ordinance No. 1140 to amend the City of Lansing's Zoning Map.

ORDINANCE NO. 1140

AN ORDINANCE GRANTING A CHANGE OF ZONING TO CERTAIN PROPERTY WITHIN THE CITY OF LANSING, KANSAS.

WHEREAS, the Planning Commission of the City of Lansing has recommended to rezone particular real estate property within the City of Lansing, Kansas; and

WHEREAS, after proper legal publication and notice pursuant to the statutes of the State of Kansas, a public hearing was held on August 20, 2025, at 7:00 p.m. at the Lansing City Hall, Lansing, Kansas; and

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

Section 1. Change of Land Uses. The land uses for the following property currently addressed as 00000 Pebble Beach Drive within the city limits of the City of Lansing, County of Leavenworth, State of Kansas, legally described as follows:

LEGAL DESCRIPTION:

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.

All in Leavenworth County, Kansas, less any part taken or used for road; presently zoned as "R-2-P" Single-Unit Residential District – Planned Overlay District is hereby changed to "R-2" Single-Unit Residential District.

Section 2. Amend Zoning District Map. That upon the taking effect of this ordinance, the above zoning change shall be entered and shown on the Zoning District Map, and said official zoning map shall be and is hereby reincorporated as a part of the Zoning Ordinance as amended.

Section 3. Effective Date. This ordinance shall take effect and be enforced from and after its passage, approval, and publication in the official city newspaper, as provided by law.

PASSED AND APPROVED by the governing body of the City of Lansing, Kansas, this 18th day of September 2025.

	Anthony R. McNeill, Ma	ayor
ATTEST		
Tish Sims, City C	lerk	
		(Seal)
Publication Date:		
r ublication Date.		
Published:	The Leavenworth Times	



Planning Commission Staff Report August 20, 2025

Monroe Manor Rezone Case 2025-DEV-010

Project Facts

Applicant

SMH Consultants

Owner

Circle H Holdings

Address

00000 Pebble Beach

Property ID

106-13-0-30-01-049.00

Zoning

R-2-P Single-Unit Residential District Planned Overlay

Future Land Use

Single-Family Residential

Land

25.5 acres

Building

Existing: None

Proposed: Residential

Requested Approvals

Rezoning



Project Summary

Summary

The Applicant proposes to rezone a 25.5-acre tract of land from R-2-P to R-2 Single-Unit Residential District. The property owner is asking for a rezoning in preparation for future development of this property and has received conditional approval for a preliminary plat based on this rezoning. The Future Land Use Map of the Lansing Comprehensive Plan categorizes this property's usage as Single-Family Residential. The rezoning would grant the property owner the ability to subdivide the property in order to sell approximately 103 lots to a home builder.

Discussion points from Checklist

The checklist was reviewed and completed by the Director of Community & Economic Development. There are no concerns marked as outstanding, and the application is in order.

Factors to Be Considered

The following factors are to be considered by the Planning Commission and the City Cou disapproving this Rezone request:	ncil when ap	proving or
	Met	Not Met
1. Character of the neighborhood		
Density: Surrounding parcels range in size from .2 acres to 97.6 acres in size.		
The average size of parcel is 44 acres in size.	✓	
Character: The neighborhood is single-family residential in use.		
2. Zoning and uses of nearby property		
Adjacent Uses: County Residential, Vacant & Agricultural	✓	
Adjacent Zoning: A-1, R-2 & R-4		
3. Suitability of the Property for the uses to which it has been restricted		
The Property is suitable for the land uses restricted by R-P-2 zoning.		· ·
4. Extent to which removal of the restrictions will detrimentally affect nearby property		
Nearby properties would not be detrimentally affected if the current zoning were to be	✓	
amended.		
5. Length of time the property has been vacant as zoned		
Vacant: ⊠		
Not Vacant: \square		
6. Relative gain to economic development, public health, safety and welfare		
The requested rezoning application does have the potential to impact economic		
development, public health, safety or welfare.	✓	
In the event of the approval of the rezoning, this will allow the applicant to develop the		
acreage as a single-family residential development.		
7. Conformance to the Comprehensive Plan		
Future Land Use Map Category: Single-Family Residential	✓	
Comprehensive Implementation Strategy (Article 6): The proposed use is compatible	•	
with the future land use designation.		

Acknowledgments

The following City of Lansing staff members reviewed this project and provided information for this report:

- Joshua Gentzler Director, Community & Economic Development
- Michael Spickelmier, P.E. Director, Public Works / City Engineer
- Anthony Zell, MBA Director, Wastewater
- Joe Gates Fire Chief

Staff Comments

Community & Economic Development

The applicant is requesting to rezone this property to enable development of the property with single-family homes with a plan separate from the currently approved Planned District site plan.

Notice of City Codes

The Property Owner is subject to all applicable City codes within the Municipal Code – whether specifically stated in this report or not – including, but not limited to, Zoning, Buildings and Construction, Subdivisions, and Sign Code. The Property Owner is also subject to all applicable Federal, State, and local laws.

Recommendation

Staff recommends approval of Case No. 2025-DEV-010, Monroe Manor Rezone, at 00000 Pebble Beach.

Action Options

1. If to recommend approval the rezoning application to the City Council:

"I move to recommend approval of Case No. 2025-DEV-010 based on staff's recommendation and analysis of the Golden Factors."

2. If to recommend approval of the rezoning application to the City Council for other reasons than specified in the staff report:

"I move to recommend approval of Case No. 2025-DEV-010 based on Factor(s) _____ [can be multiple] of the Golden Factors [or name the reason]."

3. If to recommend denial of the rezoning application to the City Council:

"I move to recommend denial of Case No. 2025-DEV-010 based on Factor(s) [can be multiple] of the Golden Factors [or name the reason]."

4. If to continue the public hearing to another date, time and place.

"I move to continue the public hearing to the next regularly scheduled Planning Commission meeting for insert date]."

Attachments

- 1. Tract 2 Legal Description
- 2. Preliminary Plat
- 3. Checklist
- 4. Zoning Map

City

Planning Comi

Agenda Item 3.

5. Future Land Use Map

GENERAL NOTES:
1. PLAN SCALE IS 1"=100" (THIS SHEET).

EXISTING AND PROPOSED TOPOGRAPHY IS AS INDICATED ON PLAN.

3. LEGAL DESCRIPTION IS AS SHOWN ON PLAN.

4. EXISTING AND PROPOSED ZONING IS AS SHOWN ON PLAN.

PROPERTY BOUNDARY IS AS SHOWN ON PLAN.

6. EXISTING AND PROPOSED RIGHT-OF-WAYS ARE AS SHOWN ON PLAN.

8 PHASING IS AS SHOWN ON PLAN

9. GENERAL CONFIGURATION OF LOTS AS INDICATED ON PLAN

10. ALL UTILITY EASEMENTS AS SHOWN ON PLAN.

11. ALL PROPOSED STREETS ARE TO BE PUBLIC.

12. CUL-DE-SAC RADII'S ARE AS SHOWN ON PLAN.

13. TOPOGRAPHIC INFORMATION WAS PROVIDED BY SMH CONSULTANTS INC. CONTOURS ARE AT 2' INTERVALS.

14. UTILITY EASEMENTS SHALL BE PROVIDED ALONG SIDE AND REAR LOTS AT TIME OF PLATTING AS REQUIRED. EASEMENTS SHALL BE A MINIMUM WIDTH OF 10 FEET ALONG SIDE AND REAR LOT LINES. EASEMENTS OF ADDITIONAL WIDTH SHALL BE PROVIDED TO ENCOMPASS UTILITIES AS RECEDD.

15. ALL BUILDING LINES SHOWN ON PLAN ARE 15 FEET FROM RIGHT-OF-WAY LINE.

16. RESIDENTIAL UNIT TYPES ARE SINGLE FAMILY.

STREET NAMES SHALL BE SUBJECT TO CHANGE UNTIL FINAL PLAT RECORDING.

SITE DATA TABLE: EXISTING LAND USE: EXISTING ZONING: PROPOSED ZONING

MAXIMUM LOT SIZE BUILDING SETBACKS

R-2/R-2-P R-2/R-2-P PROPOSED ZONING:
GROSS SITE AREA:
TRACT AREA:
RIGHT-OF-WAY AREA:
LOT AREA:
PROPOSED NUMBER OF LOTS:
MINIMUM LOT SIZE:
AVERAGE LOT SIZE:
MYMMUM LOT SIZE: 45.28 ACRES 6.97 ACRES (15.39% OF TOTAL AREA) 9.01 ACRES (19.90% OF TOTAL AREA) 29.30 ACRES (64.71% OF TOTAL AREA)

6,578 SF 13,336 SF FRONT YARD: 15 FEET REAR YARD: 15 FEET SIDE YARD: 5 FEET

VACANT/AGRICULTURAL

Preliminary Plat MONROE MANOR

Part of the SW 1/4, Section 13, Township 9 South, Range 22 East City of Lansing, Leavenworth County, Kansas

LAND AREA LEGEND				
LOTS	29.30 ACRES			
TRACTS	6.97 ACRES			
RIGHT-OF-WAY	9.01 ACRES			
TOTAL	45.28 ACRES			

PHASE		
PHASE NUMBER	ACREAGE	LOTS
PHASE I	14.86 ACRES	64
PHASE II	16.25 ACRES	63
PHASE III	14.17 ACRES	67
TOTAL	45.28 ACRES	194

LEGAL DESCRIPTION:

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 Southwest Quarter of the Southwest Quarter of Section 13, Township 9, Range 22, East of the 6th P.M., Leavenworth County, Kansas EXCEPT. A tract of land in the Southwest Quarter of Section 13, said point being 652.91 feet North of the Southwest Southwest Order (Section 13, Section 13, Section 13, Section 13, Section 13, Section 13, Section 14, Section 14,

ALSO EXCEPT: A tract of land in the Northwest Quarter of the Southwest Quarter of Section 13; thence North of 10*2007* East (sassumed), 384 Of feet along the West line of Section 13 the point of beginning of this tract; thence, North of 10*2007* East 60.00 feet along said West line; thence, North 08*11*24* East 208.71 feet parallel with the North line of the South half of the Southwest Quarter of Section 13; thence North 10*2077* East, 128.71 feet to the North line of the Southwest Quarter of Section 13; thence North 180*11*24* East, 156.00 feet along said North line; thence South 01*2077* West, 268.71 feet; thence, South 89*11*24* West, 364.71 feet to the point of beginning, Leaverworth County, Narrass: also spart faller or used for road purposes.

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 652.91 feet North of the Southwest corner of sai Section; thence North 57*4300° 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 and parallel to the West line of said Section 208.71 feet to a point; the work 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

A tract of land in the Northwest 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, Kanasa, described as follows; Commencing at the Southwest corner of said Sec 13; thence North 0'12'007' East 6sussmed), 394.07 feet along the West Inten of Section 13 to the point of beginning of this tract; thence, North 0'12'007' East 60.00 feet along said West line; thence, North 9'12'12' East 208.71 feet parallel with the North line of the Southwast Quarter of Section 13; thence, North 0'12'00' Test, 208.71 feet to the Southwast Quarter of Section 13; thence North 80'11'12' East, 10.0 feet along asid North line; thence South 0'12'00' West, 266.71 feet, thence, South 80'11'12' West, 364.71 feet to the point of beginning Leavenmonth County, Kanasa, less part Island or used for road purposes.

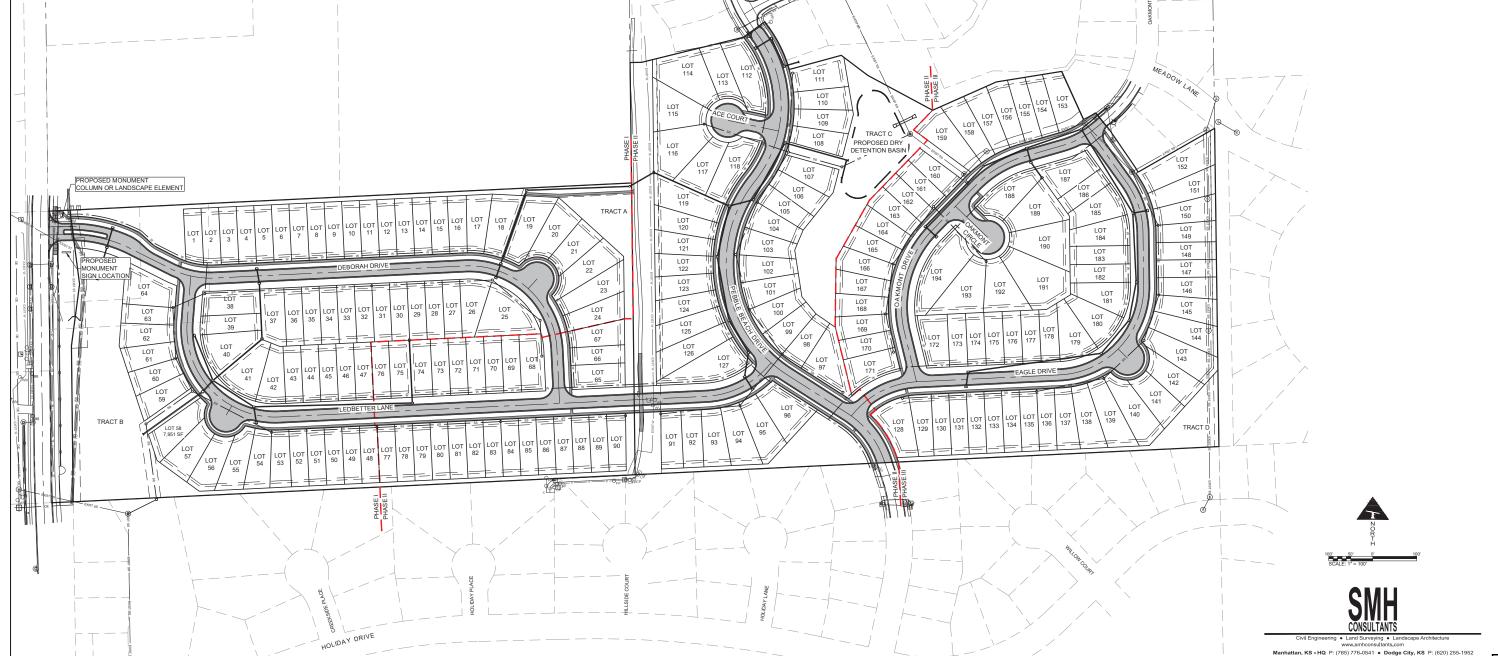


VICINITY MAP Section 13, T09S, R22E Leavenworth County, Kansas

SHEET INDEX: 1 - Overall Layout 2 - Subdivision Plan (West) 3 - Subdivision Plan (East)

OWNER/DEVELOPER: CIRCLE H HOLDINGS, LLC 5858 NAPLES DR. FLOWER MOUND, TX 75028

ENGINEER/SURVEYOR: SMH CONSULTANTS 5201 JOHNSON DRIVE, SUITE 405 MISSION, KS 66205



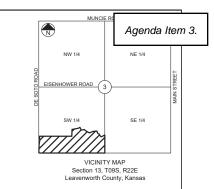
Manhattan, KS - HQ P: (785) 776-0541 ● Dodge City, KS P: (620) 255-1952 Kansas City P: (913) 444-9615 ● Colorado Springs, CO P: (719) 428-8677 Drawn By:JMT Project #2501-0018 TDS:101

JULY 2025

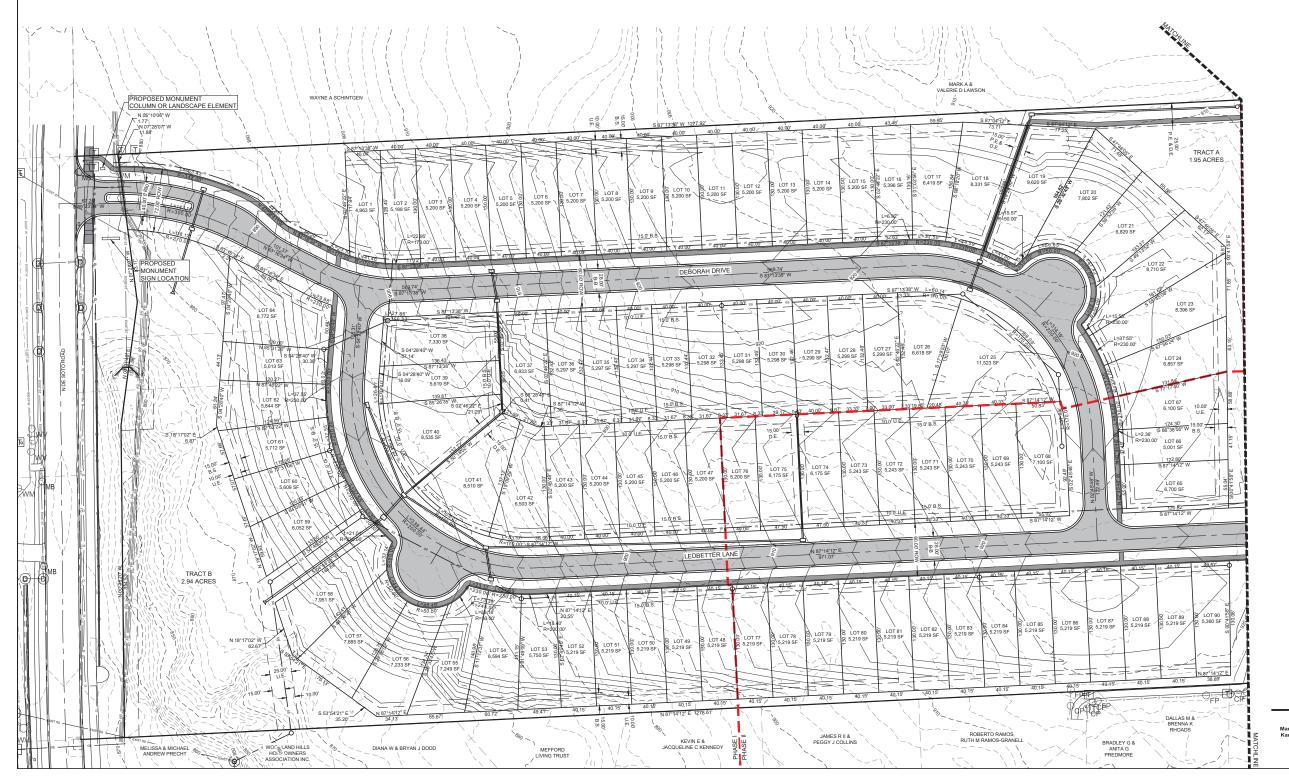
Preliminary Plat

MONROE MANOR

Part of the SW 1/4, Section 13, Township 9 South, Range 22 East City of Lansing, Leavenworth County, Kansas



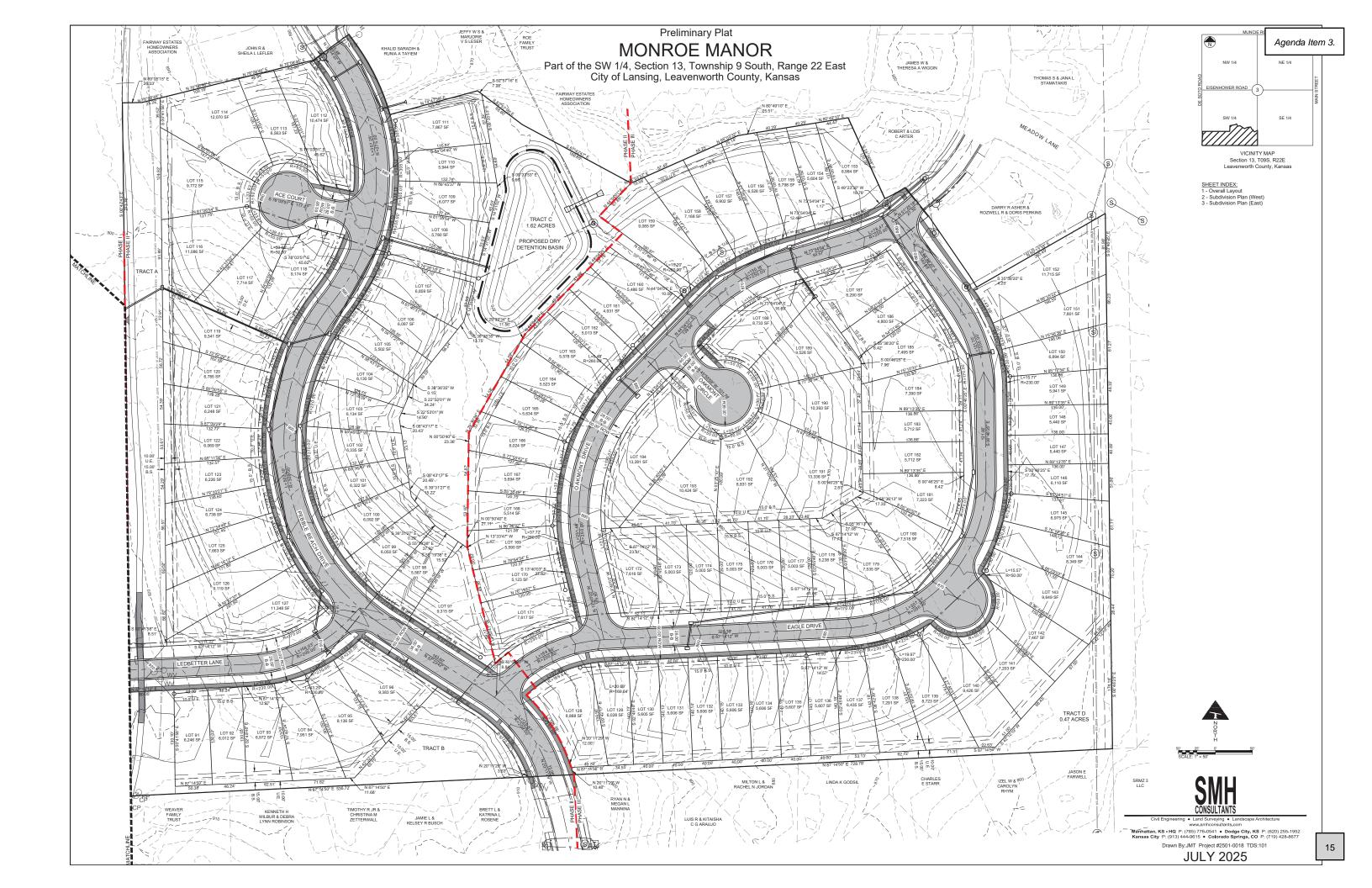






Manhattan, KS - HQ P: (785) 776-0541 • Dodge City, KS P: (620) 255-1962
Kansas City P: (913) 444-9615 • Colorado Springs, CO P: (719) 428-8677
Drawn By:JMT Project #2501-0018 TDS:101

JULY 2025



AGENDA ITEM

TO: Tim Vandall, City Administrator

FROM: Joshua Gentzler

DATE: September 18, 2025

SUBJECT: Monroe Manor RHID Ordinance 1141

Overview: The City Council is being asked to consider the approval of Ordinance No. 1141, which would formally establish the Monroe Manor Reinvestment Housing Incentive District (RHID) and adopt the associated Development Plan and Development Agreement.

Monroe Manor is a 194-lot single-family residential subdivision located east of N. De Soto Road, south of Kane Drive, and north of Holiday Drive. The developer, Circle H Land Development, LLC, intends to construct all necessary public infrastructure for the subdivision and is requesting RHID reimbursement for a portion of those costs.

Policy Consideration: This RHID is being established pursuant to K.S.A. 12-5241 et seq., which allows Kansas cities to use tax increment financing tools to support housing development. The 2023 Housing Needs Analysis conducted by the City concluded there is a persistent shortage of attainable single-family housing in Lansing.

The Kansas Department of Commerce approved Lansing's RHID eligibility for Monroe Manor on August 12, 2024.

The following documents have been prepared for Council consideration:

- Final Development Plan (August 2025)
- Ordinance No. 1141 establishing the RHID and adopting the Plan
- Final Development Agreement (dated September 18, 2025)
- · Final Funding Agreement with the developer

Financial Consideration: The RHID establishes a maximum reimbursement cap of \$3,026,943 for eligible infrastructure-related costs. The RHID will operate on a "pay-as-you-go" basis using the incremental increase in property taxes resulting from the new development. No bonds will be issued, and the City assumes no liability beyond the RHID increment generated by the property itself. The term of the RHID is 8 years, or until full reimbursement is made, whichever occurs first.

All required contractual protections—including a Certificate of Full Completion requirement, reimbursement procedures, and City oversight—are outlined in the Development Agreement.

Action: Staff recommends that the City Council adopt Ordinance No 1141 which establishes the Monroe Manor RHID, approves the development plan, and authorizes execution of the Development and Funding Agreements.

AGENDA ITEM #4

ORDINANCE NO. 1141

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 (MONROE MANOR 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 Monroe Manor Reinvestment Housing Incentive District (the "District") in accordance with the provisions of the Act; and

1

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-7-2025, 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 September 18, 2025, and provided for notice of such public hearing as provided in the Act; and

WHEREAS, a public hearing was held on September 18, 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 September 18, 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-7-2025, 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 (Monroe

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

- **Section 4.** Adverse Effect on Other Governmental Units. If, within 30 days following the conclusion of the public hearing on September 18, 2025, any of the following occurs, the Governing Body shall take action to repeal this Ordinance:
- (a) The Board of Education of Unified School District No. 469, Leavenworth County, Kansas (Lansing) determines by resolution that the District will have an adverse effect on such school district; or
- (b) The Board of County Commissioners of Leavenworth County, Kansas, determines by resolution that the District will have an adverse effect on such county.

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

- **Section 5. Further Action**. The Mayor, City Clerk, city officials and employees, including the City Attorney, and Gilmore & Bell, P.C., are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.
- **Section 6. Effective Date**. This Ordinance shall be effective upon its passage by the Governing Body and publication one time in the official City newspaper.

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PASSED by the Governing Body September 18, 2025.	of the City of Lansing, Kansas, and SIGNED by the Mayor on
(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 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 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

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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

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EXHIBIT B

MAP OF PROPOSED MONROE MANOR REINVESTMENT HOUSING INCENTIVE DISTRICT



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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	\$0
Total	\$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.

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EXHIBIT A DEVELOPMENT PLAN MONROE MANOR REINVESTMENT HOUSING INCENTIVE DISTRICT

LEGAL DESCRIPTION OF DISTRICT

Tract 1:

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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 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 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.

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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

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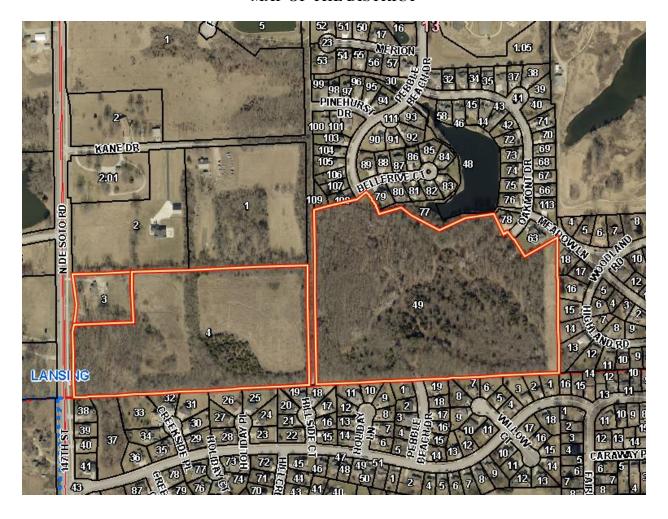
Quarter of Section 13, Township 9 South, Range 22 East of the 6th P.M., City of Lansing, Leavenworth County, Kansas, described as follows; Commencing at the Southwest corner of said Section 13; thence North 01°20'07" East (assumed), 394.07 feet along the West line of Section 13 to the point of beginning 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

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EXHIBIT B DEVELOPMENT PLAN MONROE MANOR REINVESTMENT HOUSING INCENTIVE DISTRICT

MAP OF THE DISTRICT



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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 soley 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	\$	10-1	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	\$	191	
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 Property Class Est Total Property
Appraised Home Value Property Class Tax Per Unit

\$310,000 11.50% \$4,195

RHID Captured Tax Revenue:

			Incremental Market Value & Tax Summary RHID Summary							
Year	<u>Collection Year</u>	<u>Cumulative</u> <u>Finished Homes</u>	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

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DEVELOPMENT AGREEMENT (MONROE MANOR RHID PROJECT)

between

CITY OF LANSING, KANSAS

and

CIRCLE H LAND DEVELOPMENT, LLC

DATED AS OF SEPTEMBER 18, 2025

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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 CIRCLE H LAND DEVELOPMENT, LLC, a Nevada limited liability company (the "Developer"). The Developer and the City are each a "Party" and collectively the "Parties."

RECITALS

WHEREAS, on September 18, 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 45 acres generally located east of North De Soto Road, south of Kane Drive, and north of Holiday 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 $\underline{Exhibit\ B}$.
- "Certificate of Full Completion" means a certificate evidencing Full Completion of the Project, in substantially the form attached hereto as $\underline{Exhibit} \ \underline{C}$.
 - "City" means the City of Lansing, Kansas.
 - "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 Circle H Land Development, LLC, a Nevada limited liability company, and any successors and assigns approved pursuant to this Agreement.
- "Developer Event of Default" means any event or occurrence defined in $\underline{\text{Section 8.01}}$ 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 Monroe Manor 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, streetlights, 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 related costs for the development of real property into a single-family residential development containing approximately 194 single family homes, all as generally depicted in the **Exhibit E** hereto; provided, that the term "Project" shall not include the construction of such single-family homes themselves.

"Project Budget" means the project budget as set forth in Exhibit D hereto.

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

"RHID Costs Cap" means \$3,026,943.

"RHID Increment Fund" means the Monroe Manor RHID Increment Fund, created pursuant to the RHID Act and <u>Section 4.03</u> hereof.

"RHID Incremental Tax Revenues" means one hundred percent (100%) 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, unless otherwise terminated in accordance with the terms of this Agreement, the timeframe commencing the date the ordinance approving the Development Plan becomes effective to the earlier of (i) eight (8) years from such date, or (ii) payment to Developer of all Eligible Project Costs up to the RHID Costs Cap.

"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 Nevada. 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 Nevada; 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.** <u>Final Approval Required.</u> This Agreement will be void if the District is nullified in the manner set forth in K.S.A. 12-5246.

ARTICLE III THE PROJECT; CONSTRUCTION

- **Section 3.01**. **Project Budget**. Developer will construct the Project substantially in accordance with the Project Budget attached as **Exhibit D** hereto. The parties acknowledge that the Developer is a "horizontal developer" and will be acquiring land and constructing the Project in anticipation of selling pad-ready lots to a subsequent developer that will construct the vertical, private improvements thereon.
- **Section 3.02.** <u>Project Improvements</u>. 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, 2029 (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 ensure their own safety, assuming the risk of injury, and will not interfere with the construction activity.

Section 3.06. <u>Certificate of Full Completion</u>.

- 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 this Agreement.
- 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 in a total amount not to exceed the RHID Costs Cap. 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 RHID Incremental Tax Revenues*. The City will establish and maintain a separate fund and account known as the Monroe Manor RHID Increment Fund (the "RHID Increment Fund"). All RHID Incremental Tax Revenues will be deposited into the RHID Increment Fund.
- B. *Reimbursement from the RHID Increment Fund.* All disbursements from the RHID Increment Fund will be made to reimburse payment of Eligible Project Costs up to the RHID Costs Cap. The City will have sole control of the disbursements from the RHID 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 to the RHID Costs Cap, 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. <u>City Administrative Fee</u>. Intentionally deleted.

ARTICLE V USE OF THE DISTRICT

- **Section 5.01.** <u>Land Use Restrictions</u>. 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; provided, Developer may sell land to a subsequent developer for the purpose of constructing single-family homes as anticipated by the Development Plan.
- **Section 5.02.** Ongoing Performance Standards. The Project will comply with all applicable building and zoning, health, environmental and safety codes and laws and all other applicable laws, rules and regulations. The Developer will, at its own expense and to the extent it owns the Project or applicable portion thereof, secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction for the construction and operation of the Project.

Section 5.03. Taxes, Assessments, Encumbrances and Liens.

- A. So long as the Developer owns any real property within the District, the Developer will pay when due all real estate taxes and assessments on such property owned by Developer within the District. Nothing herein will be deemed to prohibit the Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, nor to limit the remedies available to the Developer in respect thereto. The Developer will promptly notify the City in writing of a protest of real estate taxes or valuation of the Developer's property within the District.
- B. Subject to <u>Section 5.04</u>, 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) assign this Agreement to an Affiliate, provided such entity assumes in writing all obligations of the Developer under this Agreement, and (ii) 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 owner of any single family residence or tenant of any part of the Project will be bound by any obligation of the Developer solely by virtue of

being a tenant; provided, however, that no transferee or owner of property within the Project except the Developer will be entitled to any rights whatsoever or claim upon the RHID 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.** <u>Corporate Reorganization</u>. 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.

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. <u>Insurance</u>. 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 <u>Section 7.02</u>.

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. <u>City Expenses</u>. 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. <u>State Reporting Requirements</u>. 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. <u>Developer Event of Default</u>. 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. <u>City Event of Default</u>. 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 front 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**. <u>Legal Actions</u>. 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.** <u>Mutual Assistance</u>. 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.** <u>Time of Essence</u>. 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.** <u>Amendments</u>. 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. <u>Conflicts of Interest</u>.

- 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.** <u>Term.</u> 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.** <u>Validity and Severability</u>. 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.** <u>Tax Implications</u>. 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: To the Developer:

City Administrator Circle H Land Development, LLC

City of Lansing, Kansas Attn: Roman Haehn 800 First Terrace, 5858 Naples Drive

Lansing, Kansas 66043 Flower Mound, TX 75028-2304

With a copy to: With a copy to:

Kevin Wempe Spencer Fane LLP Gilmore & Bell, P.C. Attn: David Waters

2405 Grand Blvd., Suite 1100 6201 College Blvd., Suite 500 Kansas City, Missouri 64108 Overland Park, Kansas 66211

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.** <u>Kansas Law</u>. 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. <u>Cash Basis and Budget Laws</u>. 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.*

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

	CITY OF LANSING, KANSAS
(SEAL)	Anthony R. McNeill, Mayor
ATTEST:	
Tish Sims, City Clerk	
	CIRCLE H LAND DEVELOPMENT, LLC
	Ву:
	Name:
	Title:

EXHIBIT A

LEGAL DESCRIPTION AND MAP OF 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 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 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

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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

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Map of District:



A-3 57

EXHIBIT B

FORM OF CERTIFICATE OF ELIGIBLE PROJECT COSTS

CERTIFICATE OF ELIGIBLE PROJECT COSTS

TO: City of Lansing, Kansas Attention: City Administrator

Re: Monroe Manor RHID

Terms not otherwise defined herein will have the meaning ascribed to such terms in the Development Agreement dated as of September 18, 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 Circle H Land Development, LLC ("Developer") and qualifies as an Eligible Project Cost, all as required by **Section 4.04** of the Agreement.
- 2. Each item listed on *Schedule 1* hereto is an Eligible Project Cost and was incurred after September 18, 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
	CIRCLE H LAND DEVELOPMENT, LLC
	By:
	Printed Name:
	Title:
Approved for Payment this day of	, 20
CITY OF LANSING, KANSAS	
By:	_
Title:	

EXHIBIT C

FORM OF CERTIFICATE OF FULL COMPLETION

Pursuant to <u>Section 3.06</u> 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, Circle H Land Development, LLC (the "Developer"), pursuant to that certain Development Agreement dated as of September 18, 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.

- 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 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.
- 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.

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This Certificate is given without predate hereof or which may subsequently come	judice to any rights against third parties which exist as of the e into being.
IN WITNESS WHEREOF, the und	dersigned has hereunto set his/her hand this day of
	CIRCLE H LAND DEVELOPMENT, LLC
	Ву:
	Name:
	Title:
ACCEPTED:	
CITY OF LANSING, KANSAS	
Ву:	
Name:	
Title:	

(Insert Notary Form(s) and Legal Description)

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EXHIBIT D

PROJECT BUDGET

RHID ELIGIBLE EXPENSES

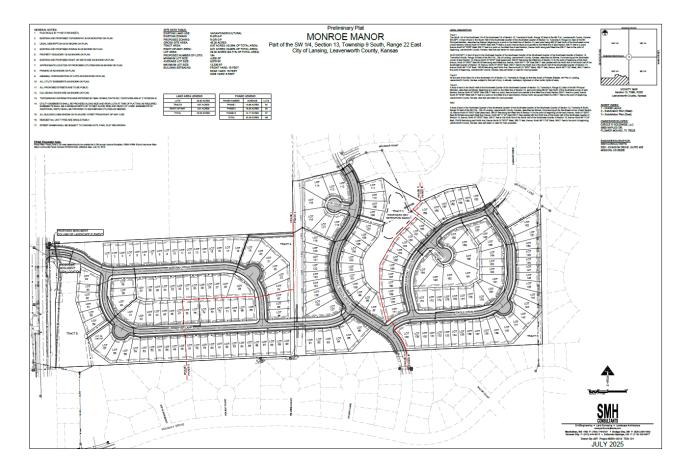
Item	Project Budget	RHID Eligible	RHID Utilized
Land Acquisition	\$745,000	\$745,000	\$0
Infrastructure Improvements - Hard Costs	\$8,484,238	\$8,484,238	\$2,352,630
Excavation/Embankment/Clearing	\$2,255,375	\$2,255,375	\$625,403
Internal Sanitary Sewer	\$1,982,805	\$1,982,805	\$549,820
Water Main & Service	\$1,090,730	\$1,090,730	\$302,453
Street & Storm Sewer	\$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

NOTE: Other than Land Acquisition, RHID Revenues may be allocated among various portions of the above-described project categories, and not directly attributed to any one project category, subject to the RHID Costs Cap.

Notwithstanding the above project categories, the Infrastructure Improvements shall include all items described in the defined term "Infrastructure Improvements" as set forth in this Agreement.

EXHIBIT E

PROJECT SITE PLAN



<u>FUNDING AGREEMENT</u> (Monroe Manor Reinvestment Housing Incentive District)

This Funding Agreement ("Agreement") is entered into this __ day of September 2025, between the **CITY OF LANSING**, **KANSAS** ("City") and **CIRCLE H LAND DEVELOPMENT**, **LLC**, a Nevada limited liability company (the "Developer").

RECITALS

WHEREAS, the City is a city of the second class organized and existing under the laws of the State of Kansas, with its principal office located at 800 First Terrace, Lansing, Kansas 66043; and

WHEREAS, the Developer seeks to engage in the business of development with its principal offices located at 5858 Naples Drive, Flower Mound, Texas 75028; and

WHEREAS, the City and the Developer anticipate negotiating and entering into a development plan and development agreement, whereby the Developer will develop the infrastructure necessary for the development of the real property into an aggregate 194-unit single-family residential subdivision (the "Project"); and

WHEREAS, the Developer has acquired or will acquire the real property where the Project will be developed and has requested the City create a reinvestment housing incentive district pursuant to K.S.A. 12-5241 *et seq.* to finance all or a portion of the public infrastructure to serve the Project (the "Request"); and

WHEREAS, the City does not have a source of funds to finance costs incurred for additional legal, financial, planning, inspection, and other services, or for direct out-of-pocket expenses and other reasonable costs resulting from services rendered to the Developer to review, evaluate, process and consider the Request (collectively, the "Charges"); and

WHEREAS, the parties desire to enter into this Agreement to provide for the funding of consultants used by the City to review, evaluate, process and inspect the Project and the Request and to provide an inducement to the Developer to assume such costs.

AGREEMENT

- 1. <u>Services to be Performed by the City</u>. The City shall:
 - A. Prepare or consult with the Developer on the preparation of and consider the Request in accordance with the provisions of State law, give all notices in a timely manner, make all legal publications and hold hearings as required by State law;
 - B. Provide necessary staff, legal, financial, and planning assistance to prepare and present the Request to the City Council and to prepare and present required resolutions and ordinances to the City Council, including the use of outside counsel and consultants;
 - C. If the City Council approves the Request, provide the necessary staff and legal, financial planning, and inspection assistance to prepare and negotiate a definitive agreement(s) between the Developer and the City for implementation of the Request; and
 - D. If a definitive agreement(s) is entered into, provide the necessary staff, legal, financial and planning assistance to administer such agreement(s).

2. <u>Initial Deposit</u>. In order to insure the prompt and timely payment of the Charges, the Developer shall establish a fund in the amount of Five Thousand Dollars (\$5,000.00) (the "Deposit") by paying such amount to the City contemporaneously with the execution of this Agreement, receipt of which is hereby acknowledged. The City shall pay in accordance with this agreement initial Charges from the Deposit and shall promptly submit an itemized statement therefore to the Developer to re-establish the Deposit so that there is always a Two Thousand Five Hundred Dollar (\$2,500.00) cash balance available against which additional charges and payments may be applied on a current basis. The City shall submit monthly statements itemizing the Charges paid from the Deposit during the preceding month.

3. <u>Additional Funding</u>.

- A. The City shall submit to Developer an itemized statement for actual out-of-pocket expenses necessary to perform its obligations hereunder. Such statements shall be submitted on a monthly basis. The Developer shall pay the City the amounts set forth on such statements (the "Additional Funds") within thirty (30) days of receipt thereof. If such funds are not so received, the unpaid balance shall be subject to a penalty of one-and-one-half percent (1.5%) per month until paid, but in no event shall such penalty exceed eighteen percent (18%) per annum, and the City shall be relieved of any and all obligations hereunder until paid or may terminate this Agreement pursuant to Section 5.A. Developer shall supply the Additional Funds in a timely manner so that City activities may continue without interruption.
- B. The City and the Developer agree that the Developer shall reimburse the City for actual out-of-pocket expenses necessary to perform the City's obligations hereunder using Piper Sandler & Co., as financial advisor to the City, the City Attorney, and Gilmore & Bell, P.C. as special legal counsel representing the City, and such other special consultants and advisors as the City deems necessary to perform its obligations under this Agreement.
- C. Developer acknowledges that, in the event the City issues bonds to finance costs of the Request, additional fees of the City and/or its consultants will apply with respect to the services rendered relating to such bonds.
- 4. <u>Disbursement of Funds.</u> The City shall disburse the Deposit and Additional Funds for reimbursement of costs to the City on or before the thirtieth (30th) day of each month, and for consulting fees and the payment of all out-of-pocket expenses incurred by the City in connection with the performance of their obligations under this Agreement as payment for such expenses becomes due. Upon reasonable notice, the City shall make its records available for inspection by Developer with respect to such disbursements.

5. <u>Termination</u>.

A. In the event the Developer fails to perform any of its obligations herein, the City may terminate this Agreement, and any other agreement between the parties, at its sole discretion if the Developer fails to cure the default within thirty (30) days after written notice to the Developer of the default. Termination by the City shall also terminate any duties and obligations of the City with respect to this Agreement, including, but not limited to, the City's processing of Developer's Request. Upon such termination, the City shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all reasonable expenses incurred under this Agreement to the date of termination and any monies due and owing to the City pursuant to any other agreement.

- B. The parties hereto acknowledge that the Developer may determine to abandon the Request. Upon notice of abandonment by the Developer, this Agreement shall terminate and the City may terminate any other agreement between the parties and shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all expenses incurred under this Agreement to the date of termination and any monies due and owing to the City pursuant to any other agreement. Any amounts remaining from the Deposit and the Additional Funds after all amounts have either been paid as directed by, or reimbursed to, the City shall be returned to the Developer.
- C. In the event the Deposit and Additional Funds are insufficient to reimburse the City for the outstanding expenses of the City payable hereunder, the Developer shall reimburse the City as set forth in Section 3. Any amounts remaining from the Deposit and the Additional Funds after all amounts have either been paid as directed by, or reimbursed to, the City shall be returned to the Developer.
- 6. <u>Notice</u>. Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if in writing and mailed by United States mail, postage prepaid, or delivered by hand or email, and addressed as follows:

To the City:

City of Lansing, Kansas Attn: Tim Vandall, City Administrator 800 First Terrace, Lansing, Kansas 66043 tvandall@lansingks.org

City of Lansing, Kansas Attn: Joshua Gentzler, Community & Economic Development Director 800 First Terrace, Lansing, Kansas 66043 jgentzler@lansingks.org

With a copy to:

Gilmore & Bell P.C. Attn: Kevin Wempe 2405 Grand Blvd., Suite 1100 Kansas City, Missouri 64108 kwempe@gilmorebell.com

To the Developer:

Circle H Land Development, LLC
Attn: Roman Haehn and Dagan Haehn
5858 Naples Drive
Flower Mound, Texas 75028
roman.haehn@circlehgroup.com; dagan.haehn@circlehgroup.com

With a copy to:

Spencer Fane LLP Attn: David Waters 6201 College Boulevard, Suite 500 Overland Park, Kansas dwaters@spencerfane.com

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

7. <u>Counterparts.</u> This Agreement may be executed in multiple originals or counterparts, each of which will be an original and when all of the parties to this Agreement have signed at least one (1) copy, such copies will constitute a fully executed and binding Agreement.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF LANSING, KANSAS

By:	
Name:	Tim Vandall
Title:	City Administrator
	LE H LAND DEVELOPMENT, LLC da limited liability company
By:	
Name:	
Title:	

AGENDA ITEM

TO: Tim Vandall, City Administrator

FROM: Anthony J. Zell, Jr., Wastewater Utility Director

DATE: September 10, 2025

SUBJECT: Bid Approval – Clearwave Fiber Optic Communications Installation

The Lansing Wastewater Facility, located at 555 North Highway 5, is somewhat isolated from Lansing city proper. Due to its location, adjacent fiber optic utilities are not readily available and have to be run great distances to supply the facility.

Given the sensitive nature of operations and the need for timely information flow, reliable and dependable connectivity are imperative. The current fiber optic cable and its provider (Spectrum) cannot provide a cost-effective solution with the speeds necessary at a reasonable cost. They have requested a multi-year agreement at a higher monthly fee with slower bandwidth than a competitor who has the capabilities required.

The city received a quote from Clearwave to install and provide a new cable to the facility for \$47,900. A copy of that quote and routing map are attached. There is a one-time fee for the install, and an ongoing monthly user fee. Clearwave will provide 1Gb business class connection, which is on par with other city facilities, and will allow the treatment facility to be a reliable location for back-up emergency operations should the need arise.

Policy Consideration: N/A

Financial Consideration: There are sufficient funds in the Utility's acquisition account (50-050-43301) to fund this request in 2025. The amount requested includes a project contingency of five percent.

Recommended Action: A motion to approve the quote from Clearwave Fiber for \$50,295.00.



City of Lansing

Fiber Optic Data via XGS-PON

August 19, 2025

Prepared by: Matthew Reising

\$600.01

\$47,900.00

Joshua Gentzler,

Thank you for the opportunity to provide this proposal for Clearwave Fiber. Based on the information provided in your request for a quote, we have developed the following proposal for you to consider.

City of Lansing

Proposed Service Plan				
City of Lansing - Wastewater - 555 N HIGHWAY 5				
Line Description / Term / Location Z	Qty	Sales Price	Monthly	One Time
01 - CWF Fiber Facility - Enterprise (MW) (1 Month Term)				
. Fiber Facility - One Time Installation Charge	1	\$0.00	\$0.00	\$47,900.00
02 - CWF Internet Product Family (MW) (60 Month Term)				
. Business Class Internet 1Gx1G (BC1GX1G5)	1	\$600.00	\$600.00	\$0.00
. 5 Static IPs (17STIP5)	1	\$0.01	\$0.01	\$0.00
Totals for Monthly and One-Time Installation Recurring Charges: Pricing does not include monthly taxes, if applicable.			\$ \$600.01	\$ \$47,900.00
Grand Totals for Monthly and One-Time Installation Recurring Charges:			\$600.01	\$47,900.00

	Service Descriptions
01 - CWF Fiber Facility - Enterprise (MW)	The actual construction of optical fiber to the premise for Enterprise service.
02 - CWF Internet Product Family (MW)	High Speed Internet Access over Fiber.
Term	Term Liability Agreement commences upon signing of agreement and remains in force through continuous (months listed above) of billing for service. Carrier network equipment necessary to terminate and connect services will be provided by Clearwave Fiber and will remain property of Clearwave Fiber. Customer will be responsible for repair or replacement of equipment for any damage or loss due to any cause, including acts of God, excluding normal manufacturer defects and warranty covered repairs. See Master Service Agreement for complete terms and conditions.
Equipment	Necessary equipment needed to connect Fiber Services will be provided by Clearwave Fiber and will remain property of Clearwave Fiber. (See Terms / Other for replacement cost)
Emergency 911 Notice	Clearwave Fiber voice services is an IP-based phone service. FCC rules require that IP-based phone service providers remind you about some important Emergency 911 service facts that may make the 911 service limited or unavailable. The phone service uses the electrical power and Internet access in your office. You may not be able to make 911 calls if there is a power outage, if Clearwave Fiber experiences network or technical problems, or if your Internet Service is suspended. Clearwave Fiber voice services need a correct service address to deliver proper location information to an Emergency 911 operator. When a 911 call is placed, you may need to instruct the operator of your location. If after installation of service, you move your Clearwave Fiber provided equipment to a different location or address, call Clearwave Fiber at 877.293.2973.
Pricing	Pricing is valid for 30 days from the date of this proposal. Pricing is valid through 9/18/25. Pricing does not include monthly taxes, if applicable. Taxes and regulatory fees are always subject to change.

Pricing does not include monthly taxes, if applicable.

Any changes to the proposed service configuration(s) may void entire pricing proposal.

Auto Attendant	Hosted Unified Communications offers the feature of Auto Attendant greetings in the customer administrative portal (CAP). Clearwave Fiber enables a generic recording for the customer at no charge. If the customer prefers to provide customized recorded greeting(s), Clearwave Fiber will upload the customer's recording(s) prior to the service installation date or 10 days post installation of service, at no charge. If the customer does not provide customized greeting(s), Clearwave Fiber shall enable the default generic greeting for inbound calls to ring up to 10 numbers in a hunt group. At any time, the customer may upload their own customized recordings in the CAP at no additional charge.
Service Changes	Clearwave Fiber provides an IP-based hosted service and provisions for call flow and phone use upon service installation. Clearwave Fiber offers online on-demand training modules on the Clearwave Fiber website with simple to watch videos and downloadable documents to show you how you can manage your IP based phone service through a web-based Customer Admin Portal (CAP). Clearwave Fiber makes all good attempts to set up the service to your satisfaction. If within the first 10 days of installation, you would like to make changes to your service's configuration, call us at 877-293-2973 to request the changes with our Technical Assistance Center. Clearwave Fiber will make requested changes within 10 days of an installation at no extra charge. After the initial 10 days post installation, Clearwave Fiber reserves the right to charge for configuration changes you may request. If you choose to have Clearwave Fiber make service configuration changes for you, we will provide a quote of a one-time charge of \$20 for simple changes or \$80 / hour for complex changes. You may make changes at no charge by logging into your CAP and making the service configuration changes yourself.

The Clearwave Fiber Advantage:

- Customized, cost-effective solutions designed to fit your specific needs
- Robust and scalable connectivity
- State-of-the-art, self-healing, redundant fiber optic ring architecture
- 24x7x365 monitoring for optimal network performance and reliability
- World-class data center and collocation facilities
- Locally staffed, enterprise level customer support
- One source, one bill, one phone number to call

Thank you for giving Clearwave Communications the opportunity to provide you with this proposal.

Sincerely

Matthew Reising

Customer Care: (877) 552-9283 Office: 618-294-8093

Cell: (618) 841-9547 Email: matthew.reising@clearwavefiber.com



AGENDA ITEM

TO: Tim Vandall, City Administrator

FROM: Anthony J. Zell, Jr., Wastewater Utility Director

DATE: September 10, 2025

SUBJECT: Bid Approval – G Building Roof Replacement Request

The blower building (G-BLDG) at the Lansing Wastewater Treatment Facility was constructed as part of the original plant back in 1981. The roof on the building has begun to leak and water has been entering the building near electrical equipment and the blowers. The building has a flat roof with rubber membrane and rocks. Scuppers are already installed for the roof drains. Several years ago, the building required tuckpointing to repair the masonry façade and prevent further deterioration.

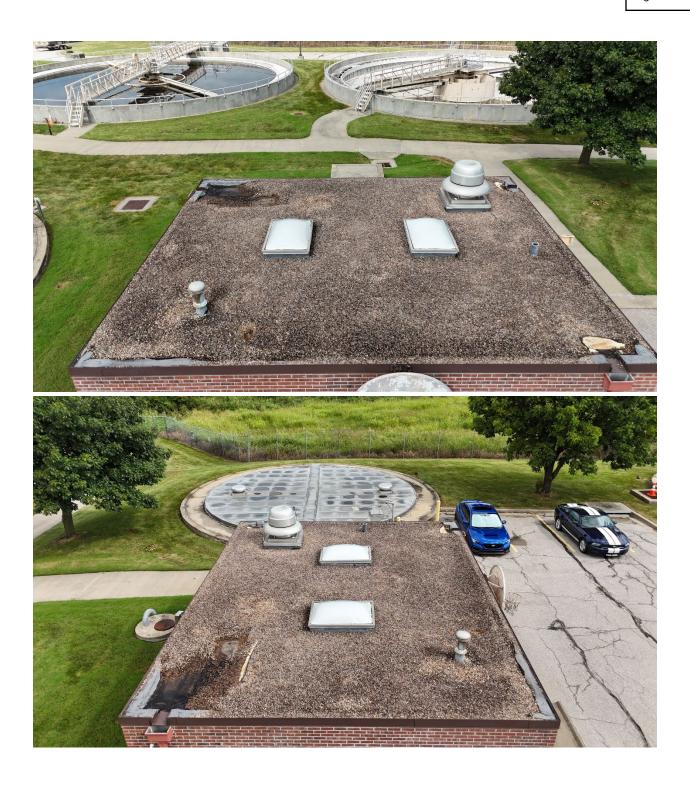
Staff bid this project, and a bid opening was held August 29th at City Hall. An invitation to bidders was published in the Leavenworth Times and on the city's website. Several local contractors were sent bid packets who expressed interest in this project. Three bidders submitted qualified bids, and the lowest complete bid was received from Meridien Roofing Solutions. The work includes a 20-year warranty and will be completed within 90 days of approval. A summary of the bids is below.

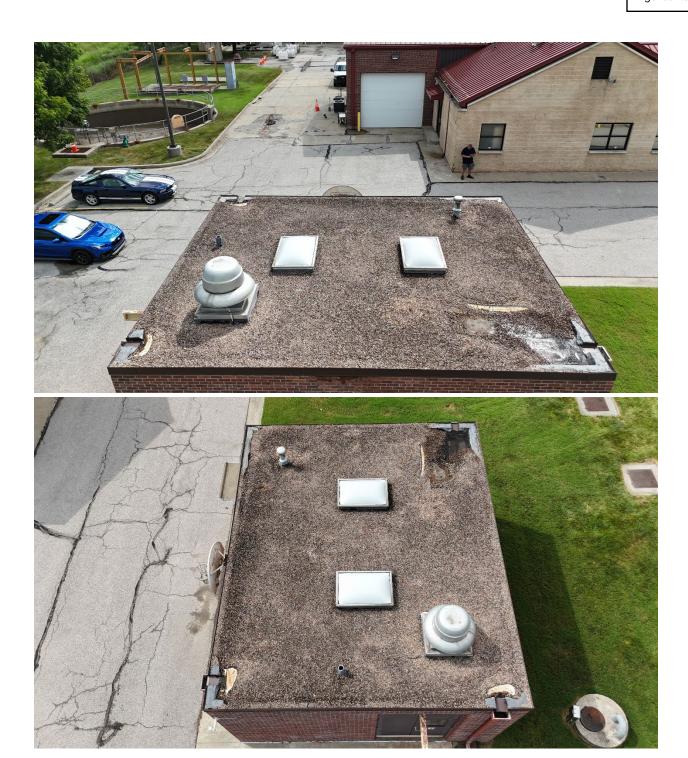
Delta Innovated Services: \$44,322.00
Meridien Roofing Solutions: \$26,467.00
Premier Contracting: \$32,352.00

Policy Consideration: This request is above staff's approval authority and requires action from the city council. This was originally requested in the 2026 budget; however leakage is persistent and now time sensitive to protect the buildings' contents.

Financial Consideration: There are sufficient funds in Utility's acquisition account (50-050-43301) to fund this request in 2025. The amount requested includes a project contingency of five percent.

Recommended Action: A motion to approve the bid from Meridien Roofing Solutions in the amount of \$27,790.00, which includes a 5% contingency.







AGENDA ITEM

TO: Tim Vandall, City Administrator

FROM: Anthony J. Zell, Jr., Wastewater Utility Director

DATE: September 10, 2025

SUBJECT: Bid Approval – Sewage Grinder Rebuild Request

The Lansing Wastewater Facility operates two in-channel sewage grinders in front of the main influent pump station. These grinders "macerate" solids in the sewage to smaller pieces that can be safely put through the pumps for removal later in the process.

The grinders have a finite life span before they need to be rebuilt and refreshed; they typically last five to seven years. A few years ago, staff would only operate one unit at a time, with the other safely stored indoors for quick deployment when needed, instead of leaving both in place and alternating their operational sequence. This spring, Unit PS-A-G1 was pulled due to a mechanical failure, and the spare unit (PS-A-G2) was installed in its place. This unit operated for nearly seven years.

Attached is a quote for A-G1 to be rebuilt with a new cutter stack, sandblasted, repainted, and all serviceable parts replaced by the manufacturer. Staff have taken the motor and gearbox to local shops for service and are now in inventory waiting to be mounted on the rebuilt grinder. The lead time for this repair is 10 to 12 weeks.

Policy Consideration: This request is above staff's approval authority and requires action from the city council.

Financial Consideration: There are sufficient funds in Utility's maintenance equipment account (50-050-41125) to fund this request in 2025. The amount requested includes a project contingency of five percent.

Recommended Action: A motion to approve the quote from Letts, Van Kirk and Associates in the amount of 26,697.00.

Letts, Van Kirk and Associates

Municipal Pumps and Equipment

5600 Inland Drive Kansas City, KS 66106

913-287-3900 Fax: 913-287-6641

D	Agenda Item 7.	
Proposal (QUOTE	

Date	Quote #	LKP#		
8/28/2025	114718	A-21323		

City of Lansing 800 First Terrace Lansing, KS 66043

Terms and Conditions of this sale

Freight Charges – None included

Freight Liability – FOB point is per shipping origin

Expediting Fees -- Not Included

Proposal Term - 30 days

Equipment Warranty - Per the manufacturer's warranty

Terms	Quote Prepared By	Sales Person
Net 30	Jake Purl	JW

		1101 30	 	Jake I uli			
Item		Description	Qty	Cost Each	Std. Deli	very	Total
JWC MONSTER R	Buna N Elastomers Cork & Rubber Gaske Drum Side Rails Motor Type: Electric Less Motor Less Reducer New Spool	thick cam cutters ick cam cutters, single-s	1	26,697.00	10-12 Weeks		26,697.00
				Sales Ta	x (0.0%)		\$0.00
				Total			\$26,697.00

Agenda Item 8.

ACUATICS ENGLES

Suasin Passas

HOUSEHOLD PASS:
RESIDENT - 115 | NON-RESIDENT - 36

INDIVIDUAL PASS:
RESIDENT - 53 | NON-RESIDENT - 9 | SENIOR - 33

TOTAL PASSES SOLD - 246

TOTAL SEASON PASS CHECK-INS: 7,394

用のUSEHOLD PASS: RESIDENT - 5,192 | NON-RESIDENT - 1,198

INDIVIDUAL PASS:

RESIDENT - 395 | NON-RESIDENT - 128 | SENIOR - 481

REPEAT USERS: 952



DAY PASS:

RESIDENT - 5,065 | NON-RESIDENT - 5,384 | SENIOR - 398

10-PUNCH PASS:

RESIDENT - 57 | NON-RESIDENT - 20 | SENIOR - 9

OTHER ENTRY:

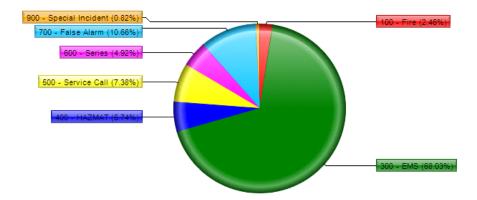
Age 2 & Under - 463 | Non-Swimmer - 199

Fire - Incident Types Date: Wednesday, September 3, 2025 Time: 11:52:31 AM

Alarm Date between 2025-08-01 and 2025-08-31

Fire Incident Type Breakdown

Incident Type Group	
100 - Fire	3
300 - EMS	83
400 - HAZMAT	7
500 - Service Call	9
600 - Series	6
700 - False Alarm	13
900 - Special Incident	1
	122



Alarm Date between 2025-08-01

and 2025-08-31

Total Calls by District

District	2025-08-01	Total
Tonganoxie City	1	1
City of Lansing	113	113
Delaware Township	5	5
Kansas City, Kansas	1	1
City of Leavenworth	2	2
Total	122	122

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

Vehicles

				Mileage		Miles	
Year	Make	Model	Description	Start	Ending	Driven	Comments
2023	Ram	1500	SSV Pickup	6181	6,466	285	
						0	
						0	
						0	
						0	
Total		<u>.</u>		-		285	

				Hours	Hours	Hours	
Year	Make	Model	Description	Start	End	Used	Comments
2018	Advance	SC1500	AutoScrubber Floor Machine	82.68	82.76	0.08	Community Center Cleaning
2018	Kubota	ZG227-A	Mower	456	463	7	
2021	Kaivac	1750	Cleaning Machine	13.6	13.8	0.2	
						0	
						0	
						0	
Total			•			7.28	

Lansing Community and Economic Development Department

Monthly Fleet Report

Month August Year 2025

Vehicles

					Mileage	Mileage		
Year	Make	Model	License Plate #	Description	Starting	Ending	Miles Driven	Comments
2015	Dodge	Journey	A6545	SUV	89,055	89,137	82	
2019	Ford	Ecosport	A4358	SUV	16,108	16,265	157	
2022	Dodge	Ram	D100764	1500 Pick up Truck	11,952	12,346	394	

Lansing Fire Department

Vehicles

				Mileage	Mileage	Miles	Hours	Hours	Hours	
Year	Make	Model	Description	Start	Ending	Driven	Start	End	Used	Comments
2018- 562	Pierce	PUC	1000 Gallon Pumper	25,285	26,007	722	2427	2,510	83	
2007-563	E-One	Typhoon	1000 Gallon Pumper	43,395	43,502	107	3935	3,945	10	
2017-568	Chevy	3500	Utility Truck	78,937	79,110	173	3488	3,503.40	15	
2011-565	Dodge	5500	Brush Truck	52,210	52,289	79	3695	3,702	7	
2024-569	Ford	Expedition	Command Vehicle-Chief	2,777	3,540	763	142	176	34	
Total		-				1,844			149	

				Hours	Hours	Hours	
Year	Make	Model	Description	Start	End	Used	Comments
							Breathing Air
2005	Bauer		SCBA Compressor	473.3	474.2	0.9	Compressor
						0	
						0	
						0	
						0	
						0	
Total						0.9	

Parks and Recreation Fleet Report August 2025

Vehicles:

Year	Make	Model	Description	Mileage Start	Mileage Ending	Miles Driven	Current Use	Comments
2006	Dodge	Caravan	Minivan	58,083	58,343	260	AC/Parks use	
2014	Ford	F-350	Dump Truck	27,909	27909.0	0	Parks maintenance	Noted, "Not driven anymore."
2016	Jeep	Patriot	SUV	68,680	68709	29	Activity Center use	
2017	Chevrolet	Silverado	Truck	34,882	35185	303	Parks maintenance	
2018	Ford	F-350	4-DR Crew	53,870	54488	618	Parks maintenance	
2025	Dodge	Ram 3500	Dump Truck	784	962	178		
Total						1388.00		_

Equipment:

Year	Make	Model	Description	Hours Start	Hours End	Hours used	Current Use	Comments
1992	Massey Ferguson	1020	Tractor	1995.2	1995.2	0	Parks maintenance	
2005	Kubota	F3060	Mower	485.5	489.3	3.8	Parks maintenance	
2007	Turbo Tool Cat	5600	Utility Vehicle	1414.5	1414.5	0	Parks maintenance	
2012	Wright	ZK	Stander Mower	1326.7	1339.5	12.8	Parks maintenance	
2016	ABI	Force	Infield Groomer	445.3	447	1.7	Parks maintenance	
2017	Kubota	ZD1211	Mower	1295.1	1318.7	23.6	Parks maintenance	
2018	Polaris	Ranger	Utility Vehicle	638.1	648.1	10	Parks maintenance	
2019	Exmark	LZ 72	Mower	1017	1042	25	Parks maintenance	
2019	Emark	LZ 96	Mower	407.7	409.4	1.7	Parks maintenance	
2020	Kubota	ZD1211	Mower	826.7	847.8	21.1	Parks maintenance	
2022	Wright	ZK	Stander Mower	119	120.3	1.3	Parks maintenance	
2024	Cushman	Hauler Pro Elite	Golf Cart	11.1	12.3	1.20	Parks maintenance	
Total						102.2		

Total 102.2

Lansing Police Department
Vehicle Fleet End of Month Report

Sep-2025

VCITICI	enicle Fleet End of Month Report									
	VIN			Mileage	Mileage	Miles	Assigned/			
Unit	Last 4	Year	Make/Model	as of 8/1	as of 9/1	Driven	Current Use	Future Use	Comments	
1	9291	2023	Dodge Durango	17274	17684	410	Chief	Chief	Limited use Chief	
2	4459	2021	Dodge Durango	18229	18344	115	Captain	Captain	Limited use Captain	
3	4203	2024	Dodge Durango	14	143	129	Lieutenant	Lieutenant	Limited use Lieutenant / Not in use	
4		Re	served							
5		Re	served							
6	9963	2023	Dodge Durango	31232	32617	1385	Patrol	Sergeant		
7		Re	served							
8		Re	served							
9		Re	served							
10	4004	2018	Ford Explorer	48127	48472	345	Patrol	Patrol	Patrol	
11	4219	2024	Dodge Durango	22625	25615	2990	New	Patrol		
12	5335	2019	Dodge Durango	77098	79122	2024	Patrol	Patrol		
13	2908	2024	Dodge Durango	2340	5184	2844	Patrol	Patrol		
14	2907	2024	Dodge Durango	3122	3408	286	Patrol	Patrol		
15	4580	2021	Dodge Durango	76154	79026	2872	Patrol	Patrol		
16	4003	2018	Ford Explorer	54978	56207	1229	Patrol	Patrol		
17	5063	2022	Dodge Ram	35048	36553	1505	Patrol	Patrol		
18	4458	2021	Dodge Durango	68361	69281	920	Patrol	Patrol		
19	9829	2024	Dodge Durango	7863	8866	1003	Patrol	Patrol		
				Mile	eage Total:	18057				

Lansing Public Works Department Monthly Fleet Report

Month August Year 2025

Vehicles

Year	Make	Model	License Plate #	Description	Mileage Starting	Mileage Ending	Miles Driven	Comments
2022	Dodge	Ram 2500	B3859	Pick-up	6,845	7,192	347	Comments
1998	Ford	1/2 ton	48091	Pick-up	75,362	75,362	0	
2005	Sterling	LT 8500	64614	Dump Truck	66,618	-	-	In the shop
2007	Elgin	Crosswind J+	70295	Street Sweeper	8,028	8,028	0	·
2017	Chevrolet	3500	88437	Pick-up Truck	44,935	45,128	193	
2011	International	7400	75269	Dump Truck	27,135	27,364	229	
2016	Ford	F350 4x4	88468	One-ton Dump Truck	24,711	24,826	115	
2013	Ford	Explorer	80551	SUV	90,905	91,267	362	
2020	Chevrolet	3500	A8914	One-ton Dump Truck	12,970	13,007	37	
2005	Mack	Granite	B0282	Dump Truck	66,892	67,051	159	
2005	Ford	Ranger	57932	LT- Pick-up Ext	54,679	54,679	0	
2003	Ford	F150		Pickup	89,485	89,672	187	

Year	Make	Model	Description	Hours Starting	Hours Ending	Hours Used	Comments
1997	JD	770BH	Grader	5,198	5,202	4	
2004	IR	DD-24	Asphalt Roller	350	353	3	
2006	IR	185	Air Compressor	248	248	0	
1997	Bobcat	763	Skid Steer	2,394	2,395	1	
2014	Case	580 SNWT	Backhoe	2,447	2,459	12	
2002	Crafco	110	Crack Sealer	909	909	0	
2009	Case	465	Skid Steer	947	954	7	
2018	John Deere	5065E	Tractor	339	345	0	
2018	Vermeer	BC1000	Chipper	22	22	0	
2022	Case	SV280B	Skidsteer	230	274	44	
2023	Bobcat	CT5558	Tractor	74	-	-	In the shop

August

City Influent 27.27 MG City Avg Daily .880 MGD LCF Influent 4.35 MG LCF Daily Avg .140 MG Total Biosolids 0.56 Precip .46 inches

Vehicles

				Mileage	Mileage	Miles	
Year	Make	Model	Description	Start	Ending	Driven	Current Use
1999	Sterling	Vactor	Jet Truck	9070	9086	16	Collection System
2012	Chevrolet	Tahoe	SUV	120750	121315	565	Ops/Maint.
2019	Ford	F250	Pick Up Truck	14988	15189	201	Ops/Maint.
2019	Ford	F250	Flatbed Truck	7752	8163	411	Ops/Maint.
2023	Polaris	Ranger	Ops Utility	1032	1065	33	Operations
2023	Polaris	Ranger	Maint Utility	459	467	8	Maintenance
2005	Freightliner	M2106	Dump Truck	28901	28956	55	Biosolids Disposal
Total			_			1289	

				Hours	Hours	Hours	
Year	Make	Model	Description	Start	Ending	Used	Current Use
1991	Case	1825	Uni-Loader	1002	1002	0	Plant Activities
1999	Sterling	Vactor	Jet Truck	2591	2596	5	Collection System
2004	John Deere	7920	Tractor	1443	1445	2	Biosolids Disposal
2004	Case	621D	Loader	2670	2675	5	Operations
2023	Polaris	Ranger	Ops Utility	321	330	9	Operations
2023	Polaris	Ranger	Maint Utility	157	161	4	Maintenance
2006	JCB	531-70	Telehandler	760	761	1	Plant Activities



City Administrator's Report

September 18, 2025

Agenda Items:

A public hearing for the Monroe Manor Reinvestment Housing Incentive District is on the agenda for Thursday night. The City Council will need to open, hold, and close the public hearing for the Monroe Manor RHID.

Ordinance No. 1140 would amend a 25.5 acre tract of land from R-2-P to R-2 Single Family Unit Residential District. Consideration of this tract was heard at the August Planning Commission meeting and was recommended 6-0 by the City's Planning Commission. This encompasses the eastern portion of the Monroe Manor parcels.

Ordinance No. 1141 would establish a Reinvestment Housing Incentive District for the Monroe Manor properties. The maximum financial cap would be \$3,026,943, or approximately 26% of the project cost (page 62 of agenda). The project incentive is estimated to pay off in six years (page 32 of agenda), but a cap of eight years is listed as a contingency. All required contractual protections, including a certificate of completion requirement, reimbursement procedures, and City oversight, are outlined in the development agreement. No existing tax dollars would be utilized as part of the RHID. The only funds utilized for infrastructure reimbursement will come from new property taxes within the new subdivision. The developers from Circle H will be present to brief the council on their project and proposal.

Internet connectivity at the wastewater plant is not presently dependable. Improving the reliability and speed of the internet for the wastewater plant is a priority for operations of the wastewater treatment plant. The City received a quote from Clearwave to install and provide high speed fiber internet access. A quote of \$47,900 was received from Clearwave Fiber to provide 1Gb business class connection for the WWTP is on the agenda. There are funds available for this expense in the Wastewater Fund. This expense will not impact property taxes.

Replacement of the roof of the G Building at the Wastewater Treatment Plant is on the upcoming agenda. Staff received three bids for roof replacement, with the low bid coming from Meridien Roofing Solutions for \$26,467.

Bid approval for a sewage grinder rebuild is included in the agenda materials. Staff received a proposal from Letts, Van Kirk & associates in the amount of \$26,697. Funds are available for this expense in the Wastewater Utility Maintenance Equipment line item.

A call summary for the LFD is included in the agenda materials.



Library:

The Library is pleased to share that they will receive a \$35,000 grant from the Northeast Kansas Library System (NEKLS) for 2026 and 2027. Staff is planning to utilize the grant for new library shelving. The shelving will be longer and narrower than our existing shelves, allowing the library to have more space more books and materials, expanding our catalogue within our existing footprint. The shelves also will not have a solid back, meaning it will be easier for parents to keep an eye on their children. This will also bring in more natural light into the library. The anticipated cost of the 2026 shelving project is \$40,000. This will likely be a two-part project, with the second half taking place in 2027.

Parks & Recreation:

The City sold a total of 246 aquatic season passes, with 151 household passes (115 resident and 36 non-resident) and 95 total individual passes (53 resident, nine non-resident, and 33 senior passes). The season passholders totaled 7,394 total check ins throughout the summer, with 952 total repeat users of the aquatic center.

The City also sold 5,065 resident day passes, 5,384 non-resident day passes, and 398 senior passes. We also sold 57 resident 10-punch passes, 20 non-resident punch passes, and nine senior punch passes.

Public Works:

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

Bid opening for repairs to the bridge at Bernard Park will be opened on September 25th, with approval coming before the City Council at the October 2nd meeting. 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 earlier in the summer is slated to begin once the Town Center sewer project slows down.

Wastewater:

All installed pipe and manholes have been tested and approved for the Town Center Trunk Sewer Replacement Project. The contractor is waiting on Kansas Gas Service to temporarily shut down a six inch gas line that is exposed along the length of the ditch and in the way of pipe installation. As the contractor approaches West Kay Stret, that intersection will need to be



closed temporarily while the last connections for the project are completed. The project is scheduled to wrap up by late September.

The Ida/Gamble sewer project is complete. The roadway opened to the public on August 16th. A final walkthrough inspection will be scheduled for early September. The project relocated sewers near this intersection that are oversized for current flows to the new 7 Mile 36" interceptor.

All major fieldwork for the Inflow/Infiltration Mitigation Project is complete. Manhole videos and smoke testing maps have been completed and are now on the City's GIS site. A draft report will be delivered in September, with a formal presentation of findings scheduled for late 2025.

Year End Sales Tax Update:

	2024 YTD	2025 YTD	Difference
Local Sales & Use Tax (1.9%)	\$1,843,855	\$2,031,056	\$187,201, 10.15%
County Sales Tax	\$606,024	\$635,386	\$29,362, 4.84%
County Use Tax	\$248,121	\$281,569	\$33,447, 13.48%
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 \$487,453 this year. The special sales tax to pay for DeSoto Road and Bernard Park Improvements also generated \$487,453 (both special sales taxes are for the same amount, .45%). At this rate, both special sales taxes would generate \$731,179 by the end of the year.

Meetings & Announcements:

The City is receiving opioid settlement money through the Kansas Attorney General's Office to



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

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

•	Monday, September 1	Labor Day Holiday, City Offices Closed
•	Thursday, September 4	City Council Meeting, 7:00pm, City Hall
•	Wednesday, September 17	Planning Commission Meeting, 7:00pm, City Hall
		 Conditional Use Permit-Utility Building
		Final Plat Monroe Manor
•	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
•	Thursday, October 16	City Council Meeting, 7:00pm, City Hall

Sincerely,

Tim Vandall