Regular Council - Nov 13 2024 Agenda

Wednesday, November 13, 2024 at 6:30 PM

Council Chambers

1. PLEDGE OF ALLEGIANCE AND INVOCATION

2. CALL TO ORDER

3. ROLL CALL

4. AMENDMENTS TO THE AGENDA

5. CONSENT AGENDA

5.1 Minutes- Regular City Council Meeting

Regular Council - Oct 16 2024 - Minutes - Members.docx

5.2 Financials

October Financials.pdf

Visa Breakdown 9-2024.pdf

5.3 Sheriff Calls

October 2024 calls in Douglass.pdf

6. CITIZEN'S FORUM

7. SPEAKER'S FORUM

8. OLD BUSINESS

Pool Update

9. NEW BUSINESS

9.1 CBDG- Grant Close-out
CBDG- Notice.pdf

9.2 Contract Approval
Contract - 16 acres - Douglass.pdf

9.3 RHID
Douglass RHID.docx

9.4
Road Closures- Car Show
Map Attached
SKM_C360i24111209580.pdf

9.5 CMB Licenses:
Casey's General Store- Renewal
Family Dollar- Renewal
Dollar General- Renewal
Two Buck Bar- Renewal

9.6 Sale of GMC 2006

9.7 Park Cameras

9.8 Sidewalk Update/Beautification Plan Downtown

10. STAFF REPORTS

11. CITY COUNCIL COMMENTS

City Superintendent Notes-
Public Works Notes October 2024.docx

Gov Guy Notes
Guv Guy_October.pdf

City Administrator/Clerk Notes

ARPA.pdf

12. MAYOR'S COMMENTS

13. EXECUTIVE SESSION

14. ADJOURNMENT

Regular Council - Oct 16 2024 Minutes

Wednesday, October 16, 2024 at 6:30 PM

Council Chambers

Page

1. PLEDGE OF ALLEGIANCE AND INVOCATION

2. CALL TO ORDER

The meeting was called to order by Mayor Mike Shirley at 6:30pm

3. ROLL CALL

Roll Call was taken and all that were present were Council members Jay Sanderson, Bill Akers, Ken Phillips, Kandyce Gunther, Mark Roberts, Mayor Mike Shirley, Mike Powell, Brittany Nordstedt, Richard Samaniego was not present.

4. AMENDMENTS TO THE AGENDA

5. CONSENT AGENDA

There was a motion to accept the Consent Agenda

Moved by: Mark Roberts

Seconded by: Bill Akers

5-0

5.1 Minutes- Regular City Council Meeting # - #

Regular Council - Sep 11 2024 - Minutes - Members.docx

Draft

5.2 Financials # - #

Monthly Finance 2024.pdf

Visa Breakdown 8-2024.pdf

5.3 Sheriff Calls

6. CITIZEN'S FORUM

7. SPEAKER'S FORUM

8. OLD BUSINESS

8.1 Senior Center Agreement # - #

Senior Center Agreement 10.08.2024.docx

There wasn't any action taken by Council for this matter, but Mayor Shirley agreed to the agreement with the Senior Center.

9. NEW BUSINESS

9.1 Road Closures- Frontier Days

There was a motion to approve the road closures for Frontier Days.

Moved by: Bill Akers
Seconded by: Kandyce Gunther

9.2 Road Closures- Green Frog

The West half of Frontage Road to the entrance of the Driveway.

Draft

Moved by: Kandyce Gunther
Seconded by: Ken Phillips
Jay Sanderson recused himself from voting on this matter.

9.3 National League of Cities Membership

There was a motion to approve the membership for the National League of Cities Membership.

Moved by: Kandyce Gunther
Seconded by: Jay Sanderson

9.4 Update on TEAP traffic study

No action was taken, just discussion.

10. CITY COUNCIL COMMENTS

11. MAYOR'S COMMENTS

12. EXECUTIVE SESSION

13. STAFF REPORTS

14. ADJOURNMENT

There was a motion to adjourn the meeting at 8:00pm

Moved by: Kandyce Gunther
Seconded by: Ken Phillips

Draft

CAO

Mayor

Expenses			
Check #	**Recipient**	**Description**	**Amount**
38984	CityCode Financial LLC	Zoning	$ 3,000.00
38985	Advantage Computer	Denali	$ 2,248.00
38986	TCC -The Claims Center	Gas Line	$ 395.84
38987	KS One Call Center	Locates	$ 39.60
38988	Waste Connections	Trash	$ 14,757.05
38989	RWD #6	Water	$ 12,018.43
38990	KS Gas Service	Gas	$ 296.32
38991	Verizon Wireless	AMI Card	$ 40.01
38992	Vision Care Direct	Insurance	$ 215.76
38993	Wichita Winwater Works	Water Supplies	$ 510.04
38994	William Muret	Legal	$ 600.00
38995	Cox Business	Pool Phone	$ 74.65
38996	Evergy	Electric	$ 2,197.50
38997	HUB International	Insurance	$ 250.00
38998	Core & Main	Water Supplies	$ 103.20
38999	Young & Assoc	Engineering	$ 860.00
39000	Lan Flippo	Office Cleaning	$ 200.00
39001	KDHE	Lab Fees	$ 305.00
39002	Solvaris Net LLC	TextCaster	$ 99.98
39003	South Central Sealing	Street Project	$ 79,489.04
39004	City of Douglass - Petty Cash	Petty Cash	$ 80.00
39005	Gov Guy Consulting	Consulting	$ 1,693.11
39006	Column Software	Publication	$ 336.08
39007	Terminix	Pest Control	$ 141.00
39008	Maximum Outdoor	Saw Blades	$ 212.08
39009	Fremar	Base Rock	$ 1,529.99
39010	Rose Hill Vet	Shelter Inspection	$ 115.00
39011	Midwest Truck Equipment	Plow Parts	$ 320.05
39012	River Valley Supply	Shop Supplies	$ 227.54
39013	Hach Company	Test Chemicals	$ 321.97
39014	Eric Triplett	Inspections	$ 822.80
39015	Douglass Library	Oct Payment	$ 1,392.40
39016	League	LKM Conference	$ 125.00
39017	Wichita State Univ.	Clerk Training	$ 1,750.00
39018	Gibson, Watson, Marino, LLC	Legal	$ 1,955.01
39019	Evergy	Electric	$ 1,680.82
39021	Wichita Winwater Works	Water Supplies	$ 400.17
39022	Wichita Body & Equipment	Truck Boxes	$ 3,854.00
39023	EMC Insurance	Insurance	$ 4,027.45
39024	MARC	Chemicals	$ 145.75
39025	Cox Business	Pool Internet	$ 300.00
39026	Lease Finance Partners	Copiers	$ 641.90
39027	Galaxie	Paper	$ 54.20
39028	Diligent	Software	$ 2,700.00

Check #	Recipient	Description	Amount
39029	Xerox Financial	Old Copier Lease	$ 2,357.00
39030	MSTS Receivables LLC	Shop Supplies	$ 32.23
39031	Visa	Credit Card	$ 3,437.37
39032	Kirby Gibson	Clothing	$ 120.00
39033	Jason Davis	Clothing	$ 98.04
39034	Midwest Truck Equipment	Plow Install	$ 11,325.00
39035	Liberty	Insurance	$ 327.32
39036	AFLAC	Insurance	$ 54.72
39037	BCBSKS	Insurance	$ 12,033.45
39039	Lan Flippo	Office Cleaning	$ 200.00
39040	Lowes Business	Office Supplies	$ 43.24
39041	Gibson, Watson, Marino, LLC	Legal	$ 691.16
39042	South Central Sealing	Street Project	$ 31,473.00
39043	RWD #6	Water	$ 8,258.69
39044	Security Oil	Fuel	$ 1,708.01
39045	Waste Connections	Trash	$ 15,407.56
39046	USA BlueBook	Sewer Supplies	$ 103.17
39047	Cox Business	Pool Phone	$ 74.97
39048	Cox Business	Shop Internet	$ 138.00
39049	Cox Business	Office Internet / Phone	$ 846.91
39050	William Muret	Legal	$ 600.00
39051	Maximum Outdoor	Repairs	$ 32.30
39053	D & S Auto Supply	NAPA	$ 163.93
39054	Advance Insurance	Insurance	$ 604.93
39055	Vision Care Direct	Insurance	$ 215.76
39056	Verizon Wireless	AMI Card	$ 40.01
39057	HUB International	Insurance	$ 250.00
39058	BuCo Sheriff's Dept	Contracts	$ 15,641.55
39059	Salina Supply Co	Water Supplies	$ 424.20
39060	Eric Triplett	Inspections	$ 403.80
39061	Solvaris Net LLC	TextCaster	$ 100.00
39062	Gov Guy Consulting	Consulting	$ 400.00
39063	River Valley Supply	Shop Supplies	$ 395.22
39064	USPS	Water Bills	$ 1,000.00
		Payroll 10/18/2024	$ 12,330.19
		Payroll 11/1/2024	$ 16,081.51
		Total	$ 279,939.98

Revenue	
Water	$ 41,172.32
Trash	$ 16,931.22
Sewer	$ 28,403.55
Total	$ 86,507.09
Statement Date	10/1/2024 - 10/31/2024
Prev. Balance	$ 1,407,832.28
Deposits/Credits	$ 189,675.53
Checks/Debits	$ 210,334.09
Interest Paid	$ 1,801.50
Current Balance	$ 1,388,975.22

Card User	Vender	Cost	Description
Mike G	WalMart	$35.94	Batteries
	Atwoods	$43.88	Tools
	Atwoods	$150.00	Pool Chairs
	Atwoods	$150.00	Pool Chairs
	WalMart	$38.08	Water, office supplies
	Hoover Mowers	$25.18	Mower filters
	Hoover Mowers	$29.57	Mower filters
	USPS	$9.60	Water Sample
	Public Safety Store	$229.99	Lights for 2024 Ram
Mike P	Adobe	$255.47	Software Fees
Brittany	Sweet Thangz	$133.45	Safety meeting/team building
	G & G Properties	$2.00	Water
	KS.Gov Payment	$30.00	Background check
	KS.Gov Payment	$30.00	Background check
	KS.Gov Payment	$30.00	Background check
	Home Depot	$219.00	Tool Kit
	G & G Properties	$2.00	Water
	Amazon	$356.94	Halloween candy, marking flags, shop towels, office supplies
	Amazon	$72.99	Marking flags
	Hilton Garden Inn	$18.46	Court Conference
	Hilton Garden Inn	$611.86	Court Conference
	Loves	$26.11	Court Conference
	Loves	$45.75	Court Conference
	Defiance Brewing Co.	$20.00	Court Conference
	Timber Creek Flowers	$100.57	Memorial flowers.
City Card	G & G Properties	$1.50	Ice
	G & G Properties	$1.50	Ice
	Adobe	$21.69	Software Fees
	USPS	$19.36	Public Health
	USPS	$19.92	Public Health
	USPS	$19.36	Public Health
	USPS	$194.68	Stamps, Public Health
	Intuit	$204.00	T-Sheets Time Clock
	USPS	$9.96	Public Health
	Amazon	$87.23	Coffee, Office Supplies
	Adobe	$13.83	Software Fees
	Amazon	$162.71	Trash pump for shop
	Amazon	$14.79	Strainer for trash pump

October, 2024 Douglass Calls For Service

Date	Call Type	Location	Outcome	Officer
10/1/2024	Traffic stop	Sunset/ HWY 77	Warning	Sullivan
10/1/2024	Traffic stop	300 blk E 3rd	Warning	Sullivan
10/1/2024	Traffic stop	100 blk S Elm	Warning	Sullivan
10/1/2024	Traffic stop	300 blk S Willow	Warning	Sullivan
10/1/2024	Traffic stop	301 blk S Willow	Warning	Sullivan
10/1/2024	Traffic stop	100 blk N Maple	Warning	Sullivan
10/1/2024	School Check	300 blk S Chesnut	HBO	Sullivan
10/2/2024	Traffic stop	Sunset/ HWY 77	Citation	Sullivan
10/2/2024	Traffic stop	600 blk S HWY 77	Warning	Sullivan
10/2/2024	Traffic stop	100 blk N Walnut	Citation	Sullivan
10/2/2024	Traffic stop	100 blk S Elm	Warning	Sullivan
10/2/2024	Traffic stop	300 blk E 3rd	Warning	Sullivan
10/2/2024	Traffic stop	100 blk S Elm	Warning	Sullivan
10/2/2024	Traffic stop	100 blk S Riverview	Citation	Sullivan
10/2/2024	Business Check	100 W 4th St	HBO	Sullivan
10/3/2024	Traffic stop	100 S Elm	Warning	Sullivan
10/3/2024	Traffic stop	400 E Ash	Warning	Sullivan
10/3/2024	School Check	300 S Chesnut	HBO	Sullivan
10/3/2024	Warrant Arrest	100 blk S Poplar	Arrest	Manning
10/3/2024	Misc. Non urgant	100 blk S Poplar	HBO	Manning
10/4/2024	Traffic stop	100 blk S Riverview	Warning	Rider
10/4/2024	Traffic stop	200 blk E Maple	Warning	Rider
10/4/2024	Lost Property	700 blk W hwy 77	HBO	Rider
10/4/2024	School Check	900 blk E 1st	HBO	Rider
10/4/2024	Traffic Complaint	300 blk S Hwy 77	HBO	District
10/5/2024	Suspicious Vehicle	200 blk E Maple	HBO	Rider
10/5/2024	Traffic stop	100 blk S Riverview	Warning	Rider
10/5/2024	Welfare Check	Hwy 77/Sunset	HBO	Rider
10/6/2024	Civil Standby	600 blk S Taylor	HBO	Rider
10/7/2024	Suspicious Person	100 blk N Maple	HBO	Rider
10/7/2024	Evict	700 blk S Poplar ST Lot 3	HBO	District
10/7/2024	Misc. Non urgant	100 blk E 2nd ST	HBO	District
10/7/2024	Welfare Check	100 blk S Chestnut ST	HBO	District
10/7/2024	Follow Up	100 blk S Chestnut ST	HBO	Manning
10/8/2024	Traffic Info	300 blk E 4th ST	HBO	District
10/9/2024	Welfare Check	100 blk S Forest ST	HBO	District
10/9/2024	Suspicious Person	E 1st ST/ N Maple ST	HBO	Rider
10/9/2024	Suspicious Person	400 blk E Pine ST	HBO	District
10/9/2024	Suspicious Activity	700 blk E Ash ST	HBO	District
10/10/2024	Traffic stop	300 blk W 1st ST	Warning	Rider
10/10/2024	Past Theft	800 blk E 2nd CIR Apt D	HBO	Rider
10/10/2024	School Check	300 blk S Chestnut ST	HBO	Rider
10/10/2024	Welfare Check	100 blk S HWY 77	HBO	Rider
10/10/2024	Traffic stop	W 1st ST/ S Taylor ST	Warning	Rider

10/10/2024	Verbal Disturbance	900 blk E 1st ST	HBO	District
10/10/2024	Past Disturbance	300 blk N Elm ST Lot 2	Arrest	District
10/11/2024	Misc. Non urgant	500 blk N HWY 77 Lot 5B	HBO	Sullivan
10/11/2024	School Check	900 blk E 1st ST	HBO	Manning
10/11/2024	Misc. Non urgant	300 blk N Elm ST Lot 2	HBO	Manning
10/12/2024	Traffic stop	N Maple ST/ E 1st ST	Warning	Manning
10/12/2024	Traffic stop	E 2nd ST/ Sforest ST	Warning	Manning
10/12/2024	Suspicious Vehicle	900 blk E 2nd Cir	HBO	Sullivan
10/12/2024	Misc. Non urgant	100 blk S Chestnut ST	HBO	Sullivan
10/13/2024	Burglary	300 blk N Pecan ST	HBO	Manning
10/13/2024	Verbal Disturbance	300 blk N Pecan ST	HBO	Sullivan
10/13/2024	Violation of Order	400 blk S Maple ST	HBO	District
10/14/2024	Traffic Info	200 blk S Willow ST	HBO	Rider
10/14/2024	School Check	900 blk E 1st ST	HBO	Rider
10/16/2024	Traffic stop	900 blk E 1st ST	Warning	Sullivan
10/16/2024	Traffic stop	300 blk W 1st ST	Citation	Sullivan
10/16/2024	Trespassing/Unwanted	300 blk N Pecan ST	HBO	Sullivan
10/17/2024	Traffic stop	S Elm ST/ E 1st ST	Warning	Manning
10/17/2024	Welfare Check	100 blk W 3rd ST	HBO	Sullivan
10/17/2024	Signal 3 Violent	300 blk N Willow ST	HBO	Sullivan
10/17/2024	Traffic stop	E 3rd ST/ S Willow ST	Warning	Manning
10/17/2024	Traffic stop	S Taylor ST/ W 1st ST	Warning	Manning
10/18/2024	Welfare Check	100 blk W 3rd ST	HBO	District
10/19/2024	Suspicious Person	100 blk S Willow ST	HBO	District
10/20/2024	Traffic stop	N Pecan ST/ E 1st ST	Warning	Sullivan
10/20/2024	Traffic stop	S HWY 77/ E 6th ST	Warning	Sullivan
10/20/2024	Traffic stop	S Chestnut ST/ E 1st ST	Warning	Sullivan
10/20/2024	Traffic stop	N HWY 77/ E Sunset DR	Warning	Sullivan
10/20/2024	Traffic stop	400 blk N HWY 77	Warning	Sullivan
10/20/2024	Trespassing/Unwanted	324 N Elm ST Lot 2	HBO	District
10/21/2024	EVICT	100 blk E 2nd ST	HBO	District
10/22/2024	Traffic stop	E 1st ST/ N Forest ST	Warning	Manning
10/22/2024	Traffic stop	E 1st ST/ N Chestnut ST	Warning	Sullivan
10/22/2024	Misc. Non urgant	400 blk S Taylor ST	HBO	District
10/23/2024	School Check	300 blk E Chestnut ST	HBO	Sullivan
10/23/2024	Welfare Check	MM38 HWY 77	HBO	Sullivan
10/23/2024	Traffic stop	300 blk W 1st ST	Warning	Sullivan
10/23/2024	Verbal Disturbance	530 N HWY 77	HBO	District
10/24/2024	School Check	900 blk E 1st ST	HBO	Sullivan
10/24/2024	Traffic stop	E 3rd ST/ S HWY 77	Warning	Sullivan
10/24/2024	Traffic stop	N HWY 77/ E 1st ST	Warning	Sullivan
10/24/2024	Traffic stop	MM38 HWY 77	Warning	Sullivan
10/24/2024	Past Threat	100 blk N Chestnut ST	HBO	Sullivan
10/26/2024	Traffic stop	N Poplar ST/ E 1st ST	Warning	Manning
10/26/2024	Animal Attack	1200 blk E 5th ST	HBO	District
10/26/2024	Traffic stop	N Poplar ST/ E 1st ST	Warning	Manning
10/26/2024	Traffic stop	N Chestnut ST/ E 1st ST	Warning	Manning
10/26/2024	Traffic stop	S Chestnut ST/ E 1st ST	Warning	Manning
10/26/2024	Traffic stop	E 1st ST/ N Forest ST	Warning	Manning

10/26/2024	Traffic stop	E 1st ST/ N Forest ST	Warning	Manning
10/26/2024	Traffic stop	N Chestnut ST/ E 1st ST	Warning	Manning
10/27/2024	Disturbance	1100 blk E 5th ST	HBO	Manning
10/27/2024	Traffic Stop	N Pecan ST/ E Ash ST	Warning	Manning
10/28/2024	Traffic Stop	MM38 HWY 77	Warning	Sullivan
10/28/2024	Traffic Stop	N HWY 77/ E 1st ST	Warning	Sullivan
10/28/2024	Traffic Stop	S HWY 77/ E 3rd ST	Warning	Sullivan
10/28/2024	Suspicious Vehicle	1400 blk S Maple	HBO	Sullivan
10/29/2024	Welfare Check	900 blk E 1st ST	HBO	Sullivan
10/29/2024	Traffic Stop	E 3rd ST/ S HWY 77	Warning	Sullivan
10/29/2024	Traffic Stop	E 1st ST/ N Elm ST	Warning	Sullivan
10/29/2024	Traffic Stop	100 N HWY 77	Warning	Sullivan
10/31/2024	Traffic Stop	E 1st ST/ N HWY 77	Traffic Stop	Manning
10/31/2024	Traffic Stop	W 1st ST/ S Riverview ST	Traffic Stop	Manning
10/31/2024	Misc. Non urgant	W 4th ST/ S Taylor ST	HBO	District

Call Breakdown by Deputy

	Rider	Manning	Sullivan	SRO	District
Total Calls For Service	17	23	49	0	19
Calls Handled by Officer	12	6	16	0	18
Accident Reports	0	0	0	0	0
Criminal Reports	0	0	0	0	0
Traffic Citations	0	0	4	0	0
Traffic Warnings	5	12	26	0	0
Arrests	0	1	0	0	1

GRANT CLOSE-OUT TRANSMITTAL FORM

Grantee's Name and Address:

City of Douglass, Kansas

322 S. Forrest St, P. O. Box 412

Douglass, KS 67039

Grant Agreement No.: 22-PF-005

Commencement Date: 03-15-2022

Completion Date: 6-14-2022

Please complete this form and items 1 through 6 for all grant types (7 is for applicable grants containing construction), including the Performance Hearing Affidavit to conclude this grant project. If this is a business finance or infrastructure grant, complete 9 through 11 in addition. If this is a housing grant, complete Form 12.

1. Grantee's Release Form *
2. Final Independent Auditor's Report
3. Final Quarterly Progress Report (Section 2)
4. Certificate of Completion *
5. Property Management Report n/a
6. Explanation of Refund Check (if applicable) n/a
7. Notice of Completion/Final Inspection – Final Wage Compliance Report *
8. Performance Hearing Affidavit
9. Economic Development Report, **and** n/a

   Copy of Final Payroll and Employee Certification Report (from final monitoring) n/a
10. Legal Review and Closeout Report (Economic Development) n/a
11. Program Income Assignment Agreement (Economic Development) n/a
12. Housing Rehabilitation and demo data n/a
13. Section 3 Close-out Report n/a

No costs have been incurred after the Completion Date of the above contract. All necessary documents and procedures have been followed, thereby finalizing the above referenced contract.

Rose Mary Saunders

Preparer's Name

CDBG Adminsitrator — 316-264-3400

Title — Telephone Number

11-13-2024

Date

Rev. 4/9/2024

Form 1

GRANTEE'S RELEASE FORM

Pursuant to the terms on Grant Agreement Number 22-PF-005 and in consideration of the sum of Ninety-Nine Thousand & 00/100 ($ 99,000.00) which has been or is to be paid under the said contract to City of Douglass, Kansas, grantee upon payment of the said sum by the State of Kansas, Department of Commerce, hereinafter called the grantor, does remise, release, and discharge the grantor, its officers, agents and employees of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract.

IN WITNESS WHEREOF, this release has been executed this 13th day of November, 2024.

Signature of Authorized Elected Official: _____

Typed Name and Title: Mike Shirley, Mayor

ATTEST AND SEAL

_____

_____

(Rev. 2-2018)

Form 2

FINAL INDEPENDENT AUDITOR'S REPORT

If the grantee expends **$750,000** or more from all Federal sources in any fiscal year in which the grant is open, a 2 CFR Part 200 audit is required from the grantee. If you expend or expect to expend this amount in the current fiscal year, please indicate below. If required, a copy of the entire audit report must be submitted to Commerce in the required time period.

☒ A. 2 CFR Part 200 audit is not required.

☐ B. Audit is complete and one copy is enclosed.

☐ C. Audit is in progress or not yet begun.

Auditor's Name: _____

Address: _____

_____

Telephone: _____

Contact person with firm: _____

Date audit to begin: _____

How the audit will be paid for: _____

Date audit to be completed: _____

QUARTERLY PROGRESS REPORT - PAGE 1
KANSAS DEPARTMENT OF COMMERCE
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Grantee: City of Douglass, Kansas
Grant #: 22-PF-005
Address: 322 S. Forrest Avenue, Douglass, KS 67039
Company Name (ED Projects): n/a
Current Chief Elected Official: Mike Shirley, Mayor

Report #: 11 -Final
Quarter Ending: 12-31-2024
Contract Award End Date: 9-14-2024
Date Prepared: 11-13-2024
Date of ER Clearance: 5-20-2022

Name and phone number of person who prepared this report: Rose Mary Saunders (Name) 316-264-3400 (Telephone Number)

Financial Status:

Total Grant: $ 99,000
Drawdowns received to date: $ 99,000
Drawdowns requested and not yet received: $ 0
Total Grant available $ 0

Total Local Injection: $ 33,000
Local spent to date: $ 59,437
Initial Monitoring Conducted ☒
Final Monitoring Conducted ☒

Contracts Awarded This Quarter With All Monies: * **QPR #1 should have Grant Administration and Engineering/Architectural Contracts**

Name & Address, UEI#	Total Contract Amount	Local	CDBG	Activity No.	Activity Title	Contractor Data: Type of Procurement	Section 3	** MBE	** WBE	Davis-Bacon
nine										

* Attach additional pages if needed.
** Categories are: 1-White, 2-Black/African American, 3-Asian, 4-American Indian/Alaskan Native, 5-Native Hawaiian/Other Pacific Islander, 6-American Indian/Alaskan Native & White, 7-Asian & White, 8-Black/African American & White, 9-American Indian/Alaskan Native & Black/African American, 10-Other Multi Racial, 11-Hispanic, 12-Non-Hispanic

Describe project accomplishments this quarter:

Desk monitoring completed including zoom meeting with CDBG staff, City of Douglass and CDBG administrator. Prepared and submitted Project performance hearing to newspaper for publication on 10/29/2024 Prepared and submitted Close out documents to city at Project Performance Hearing on 11-13-2024. City executed documents. Submitted to CDBG on 11-14-2024.

Planned activities next quarter:

n/a

Technical assistance needs:

n/a

QUARTERLY PROGRESS REPORT - PAGE 2

You must complete this page if you have a:

1. Community Improvement or Urgent Need grant and this is your **first** or **final** report
2. Economic Development grant
3. Attach housing log for housing projects

Complete for all circumstances listed above:

		Number of Beneficiaries	Number of LMI Beneficiaries
1.	Target	1,865	1,047
2.	Total to Date	1,865	1,047

*		White	BAA	BAA/W	AI/AN	NH/PI	A	A/W	AI/AN/BAA	AI/AN/W	Other
1.	Total Beneficiaries	1,730	7	0	14	0	0	0	0	0	114
2.	Hispanic Beneficiaries	28	7	0	14	0	0	0	0	0	0

*BAA-Black African American; BAA/W-Black African American & White; AI/AN-American Indian or Alaskan Native; NH/PI-Native Hawaiian or Pacific Islander; A-Asian; A/W-Asian & White; AI/AN/BAA-American Indian or Alaskan Native & Black African American; AI/AN/W-American Indian or Alaskan Native & White

3. Total Number of Households Benefiting to Date 873
4. Total Number of Female Heads of Households Benefiting 223
5. Total Number of Disabled Persons Benefiting 97

NOTE: Beneficiaries are to be reported cumulatively as they occur

Economic Development Grants only:

Proposed (FTE - Jobs Count)

	QTR 1	QTR 2	QTR 3	QTR 4	QTR 5	QTR 6	QTR 7	QTR 8
1. Total Jobs Retained								
2. Total LMI Jobs Retained								
3. Total Jobs Created								
4. Total LMI Jobs Created								
5. Total Jobs to be generated								

Accomplishments

	a. Planned this Quarter	b. Completed this Quarter	c. Completed to Date
6. Number of Jobs Retained			
7. Number of LMI Jobs Retained			
8. Number of Jobs Created			
9. Number of LMI Jobs Created			

10. Explain any variances from planned number of jobs:

Form 4

CERTIFICATE OF COMPLETION

A. Name of Grant Recipient	B. Grant Agreement Number
City of Douglass, Kansas	22-PF-005

C. Final Statement of Cost

	To Be Completed By The Recipient			To Be Completed By CDBG
Program Activity Categories	Paid Costs (a)	Local Unpaid Costs (b)	Total Costs (c)	Approved Total Costs
1. Construction	148,437.00	0.00	148,437.00	
2. dministration	10,000.00	0.00	10,000.00	
3.				
4.				
5.				
6.				
7.				
8.				
9. Total Program Costs	158,437.00	0.00	158,437.00	
10. Less Other Funds Applied	59,437.00	0.00	59,437.00	
11. CDBG Grant Amount Applied	99,000.00	0.00	99,000.00	

D. Computation of Grant Balance

	To Be Completed By The Recipient	To Be Completed By CDBG
12. Total Amount Applied (Line 11a)	99,000.00	
13. Estimated for Unsettled Third-Party Claims	0.00	
14. Subtotal (Line 11c)	99,000.00	
15. Grant Amount Per Agreement (from contract)	99,000.00	
16. Unutilized Grant to be Canceled (Line 15 less Line 14)	0.00	
17. Grant Funds Received	99,000.00	
18. Balance of Grant Payable (Refundable) (Line 14 less Line 17)*	0.00	

* If Line 17 exceeds Line 14, enter excess as a negative amount. This amount shall be repaid to the Department by check.

E. Unpaid Costs and Unsettled Third-Party Claims (Local Only)

List amounts and describe circumstances

n/a

☐ Check if continued on additional sheet and attach

F. Remarks

n/a

☐ Check if continued on additional sheet and attach

G. Certification of Recipient

It is hereby certified that all activities undertaken by the recipient with funds provided under the Grant Agreement identified as Item B above have, to the best of my knowledge, been carried out in accordance with the Grant Agreement; that proper provision had been made by the recipient for payment of all unpaid costs and unsettled third-party claims identified in Item E above; that the Department, the State of Kansas, and the United States of America are under no obligation to make any further payment to the recipient under the Grant Agreement in excess of the amount identified on Line 18 above; and that every statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

11-13-2024		Mike Shirley, Mayor
Date	Signature of Chief Elected Official	Typed Name and Title

H. Department Approval

This Certificate of Completion is hereby approved. Therefore, I authorize cancellation of the unutilized contract agreement and related funds reservation and obligations _____ (line 16 above).

Date	Signature for CDBG Program	Typed Name

Form 7

NOTICE OF COMPLETION/FINAL INSPECTION AND FINAL WAGE COMPLIANCE REPORT FORMAT

To: Kansas Department of Commerce
CDBG Program
1000 S.W. Jackson St., Suite 100
Topeka, Ks 66612-1354

Date: 11-13-2024

Grantee: City od Douglass, Kansas

Grant Number: 22-PF-005

1. Date of Construction Completion: 2-14-2024

2. Date of Final Inspection: 2-2-2024

FINAL WAGE COMPLIANCE REPORT FORMAT

While you or your representative were reviewing the contractor's weekly payrolls, were any laborers or mechanics paid less than the minimum wage rate plus fringe benefits as specified in the Secretary of Labor's Wage Decision that applied to this project?

☒ NO ☐ YES

If yes, provide the following information:

a. Total amount of restitution paid (difference between what was first paid and what was required to be paid): $ _____

b. Method of restitution:

☐ paid by contractor(s)

☐ paid by city with funds withheld from payment to contractor(s).

Name of Contractor or Subcontractor	Name of Affected Employees	Amount of Restitution Paid to Employee	Nature of Violation Leading to Restitution

11-13-2024 _____ Mike Shirley, Mayor

Date Signature of Chief Elected Official Typed Name and Title

FORM NO. RP-1 1/2018 (Rev)

REQUEST FOR PAYMENT OF CDBG FUNDS

CFDA 14.228

PART I: REQUEST FOR PAYMENT INFORMATION

GRANTEE - NAME City of Douglass, Kansas

GRANT NO. 22-PF-005

STREET ADDRESS 322 S. Forrest Street

REQUEST NO. 2-Final

PO BOX 412

mpowell@cityofdouglassks.com
Grantee's - E-mail address for notifying about ACH deposit

CITY, STATE, ZIP Douglass, KS 67039

rsaunders@ransonfinancial.com
Administrator - E-mail address for notifying about ACH deposit

PART II: STATUS OF CDBG FUNDS

		AMOUNT
1	PAYMENT DUE & AMOUNT OF THIS REQUEST	2,000.00
2	CDBG GRANT AWARD	99,000.00
3	PROGRAM INCOME AND OTHER RECEIPTS	
4	**TOTAL FUNDS (2 + 3)**	99,000.00
5	CDBG FUNDS RECEIVED TO DATE	97,000.00
6	**TOTAL (1 + 5)**	99,000.00
7	**REMAINING CDBG FUNDS (4 - 6)**	

PART III: CERTIFICATION

I HEREBY CERTIFY THAT THE DATA REPORTED ABOVE IS CORRECT AND THAT THE AMOUNT REQUESTED IS NOT IN EXCESS OF CURRENT NEEDS

DATE _____ SIGNATURE _____ TITLE _____

DATE: _____ SIGNATURE _____ TITLE _____

PART IV: APPROVAL (FOR KANSAS DEPT. OF COMMERCE USE ONLY)

CDBG APPROVAL:

1. CONTRACT TERMINATION DATE: _____
2. AUTHORIZED SIGNATURE: _____
3. MONITORING RESOLUTION: CURRENT / PAST DUE / NA
4. QUARTERLY PROGRESS REPORTS: CURRENT / PAST DUE

FIELD REPRESENTATIVE _____ DATE _____

FISCAL _____ DATE _____

CASH DISBURSEMENT REPORT

(For Economic Development Grants, please attach a copy of summary of payment)

GRANTEE: City of Douglass, Kansas
GRANT NUMBER: 22-PF-005
REPORTING PERIOD: 2-14-2024 through 9-14-2024
REPORT NUMBER: 2-Final

Kansas Dept of Commerce
1000 SW JACKSON STREET, SUITE 100
TOPEKA, KS 66612-1354

CDBG-F-CD
6/2017 (REV)

	ACTIVITY	BUDGET			CDBG $			LOCAL/OTHER $		
NO.	NAME	CDBG	LOCAL	TOTAL COST	EXPENDED THIS RFP	EXPENDED TO DATE	AVAILABLE BALANCE	EXPENDED THIS RFP	EXPENDED TO DATE	AVAILABLE BALANCE
1f.	Other(Playground Equip	99,000.00	23,000.00	122,000.00	2,000.00	99,000.00		-2,000.00	49,437.00	-26,437.00
3a	Administration		10,000.00	10,000.00					10,000.00	
TOTALS		99,000.00	33,000.00	132,000.00	2,000.00	99,000.00		-2,000.00	59,437.00	-26,437.00

Total Invoices this DD

Total Expended this DD, CDBG and Local

Total Expended
$158,437.00

COMMERCIAL
REAL ESTATE SALE CONTRACT

1. PARTIES: This contract ("Contract") is made by and between **City of Douglass** ("Seller") and **Central Park Studios, LLC or assigns** ("Buyer"), and is effective as of the date and time of acceptance on the signature page of this Contract (the "Effective Date").

2. PROPERTY: Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the real estate that is located in **Located in The City of Douglass, Butler County, Kansas, S16, T29, R04E, ACRES 16.5, S1/2 SW1/4 LYG E HWY 77 EXC N330 & EXC BEG 541.18W 60N SE/C SW1/4 W149.62 NW74.66 W297.91 NW72.59 NLY194.01 E451.24 SLY271.62 TO POB LESS ROW, zoned R-1 Residential. See Attached "Exhibit A". LEGAL ON GENERAL WARRANTY DEED**

3. EXCEPTIONS: The Property shall be subject, however, to the Permitted Exceptions (as defined in paragraph 8 of this Contract), and the existing leases, contracts and agreements, including right of reversion, disclosed by Seller to Buyer pursuant to paragraph 18 of this Contract.

4. PURCHASE PRICE: The purchase price is **Fifty Thousand and No /100 ($50,000.00)** which Buyer agrees to pay as follows: Earnest Money in the amount of **FIVE THOUSAND DOLLARS AND NO/100** ($ **5,000.00**) as "Earnest Money" which is to be deposited within ten (10) days of execution of this Contract in the insured trust or escrow account of **Security 1st Title Company .** ("Escrow Agent") as part of the consideration of the sale; the balance to be paid in guaranteed funds or cashier's check at Closing (as defined in this Contract), adjusted at Closing for proration's, closing costs and other agreed adjustments.

5. CLOSING DATE: Subject to all the provisions of this Contract, the closing of this Contract (the "Closing") shall take place at the offices of the Title Company (as hereinafter defined) or such other place as the parties mutually agree on **JULY 1, 2025** or prior thereto by mutual consent, and possession shall be delivered at Closing.

6. EXISTING FINANCING: Seller shall make any payments required on existing mortgages or deeds of trust until Closing.

7. PRORATION'S: The rents, income and expenses from the Property shall be prorated between Seller and Buyer as of Closing. Seller shall pay all general real estate taxes levied and assessed against the Property, and all installments of special assessments assessed for or attributable to the years prior to the calendar year of Closing. All such taxes and installments of special assessments assessed for or attributable to the calendar year of Closing shall be prorated between Seller and Buyer on the basis of such calendar year, as of Closing, if applicable. If the amount of any tax or special assessment cannot be ascertained at Closing, proration shall be computed on the amount for the preceding year's tax or special assessment. Buyer shall assume and pay all such taxes and installments of special assessments accruing after the Closing and any and all future specials established after closing.

8. PERMITTED EXCEPTIONS: Seller shall deliver to Buyer within a reasonable time after the Closing an owner's Kansas Standard Policy (the "Owner's Policy") insuring good and indefeasible title to Buyer in the amount of the purchase price as of the time and date of recordation of Seller's General Warranty Deed, subject only to the Permitted Exceptions defined below. The Owner's Policy shall not contain any exception for mechanic's liens or claims of mechanic's liens or for parties in possession and Buyer herein objects to any such exceptions.

A. **Title Commitment.** Due to the extended length of time between the execution of this Agreement and the anticipated closing date, and to limit expectation that any items exist impacting the marketability of Title to the Property as described above, Seller shall, no later than thirty (30) days before closing of this Contract, cause to be furnished to Buyer a current commitment to issue the Owner's Policy (the "Title Commitment"), the cost of said commitment shall be paid by Buyer and reimbursed by Seller at Closing, issued through a title insurance company acceptable to Buyer and authorized to issue title insurance in the state in which the Property is located (the "Title Company"), together with complete and legible copies of all documents and instruments, including plats and

surveys (the "Exceptions Documents") creating exceptions to title in the Title Commitment. Buyer shall have until thirty (30) days after receipt of the Title Commitment, Exception Documents, and the Survey (the "Review Period") in which to notify Seller in writing of any objections Buyer has to any matters shown or referred to in the Title Commitment. Any matters which are set forth in the Title Commitment and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions to the status of Seller's title (the "Permitted Exceptions"). Within twenty-nine (29) days after receipt of Buyer's objections, (the "Cure Period") Seller shall either: (i) cure all such matters objected to by Buyer and notify Buyer in writing that the same have been cured; or (ii) provide such evidence as is reasonably satisfactory to Buyer and the Title Company that all such matters will be cured on or before the Closing in order that the Title Company may, as of the Closing, issue the Owner's Policy subject only to the Permitted Exceptions; or (iii) notify Buyer in writing that Seller elects not to cure one or more of the matters objected to by Buyer. In the event Seller elects not to cure Buyer's title objections and notifies Buyer that the same have been cured or provide evidence reasonably satisfactory to Buyer and the Title Company that Buyer's title objections will be cured on or before the Closing, then Buyer shall have the right to terminate this Contract by giving Seller written notice of termination at any time after expiration of the Cure Period and prior to the Closing. In the event Buyer terminates this Contract in accordance with this paragraph 8, the Earnest Money will be returned to Buyer and the parties shall be relieved of their respective rights and obligations set forth in this Contract. In the event Buyer does not terminate this Contract during said twenty-nine (29) day period, Buyer shall be deemed to have elected to waive its title objections and accept title subject to the matter reflected in the Title Commitment and not cured by Seller.

B. Right of Reversion. Parties agree that if the Buyer or his successors or assigns should fail pay all special assessments and property taxes annually within 180 days of due date AND / OR to commence construction on the real property described in the deed covered by this agreement in accordance with a developer's agreement agreed to by both parties, and all existing zoning requirements, within 2 years, Seller "City of Douglass" or its successors, heirs and assigns shall have a right of reversion terminating this conveyance. If Buyer should fail to meet the above conditions, Seller may, at Seller's election deem this deed to be null and void whereupon all right, title, and interest of, in and to the premises of said described land, in attached Exhibit A, hereby conveyed, shall revert to the Seller, its successors and assigns. If the above described construction be commenced to sellers satisfaction, seller will agree to subordinate its interests to the interests of a lender's construction note and/or mortgage. Upon satisfactory completion of the above described improvements on the subject property seller will deed its Right of Reversion interest to the buyer.

Should seller decide to exercise its Right of Reversion in and to said property it shall do so by sending said notice to the address set forth below by United States mail and also filing a notice of Reversion with the Butler County Register of Deeds. This contract provision is intended to survive the closing of this contract**.**

9. DUE DILIGENCE INSPECTION: Buyer shall have reasonable access to the Property for the purpose of inspecting the physical condition and performing other investigations of the Property and the suitability and feasibility of the Property for Buyer's proposed use. Buyer's inspection rights shall include performing soil tests, environmental tests or audits, foundation and mechanical inspections, and such other inspections as Buyer may reasonably determine are necessary or desirable, performing development planning, engineering, feasibility and other studies, reviewing applicable state, federal and local laws, reviewing all leases, contracts and agreements affecting the Property, and performing such other tests, reviews and investigations and obtaining such approvals as Buyer deems necessary or appropriate. Buyer shall indemnify and hold Seller harmless from and against any and all loss, cost, expense and liability arising out of Buyer's due diligence investigation of the Property; provided, however, that Buyer shall not be responsible for any pre-existing conditions on the Property. All inspections and investigations shall be at Buyer's expense. At all times prior to the expiration of the Inspection Period (as hereinafter defined), Seller shall allow Buyer and its counsel, accountants, or other representatives to have full access during reasonable hours to the Property, subject to the rights of any tenants of the Property, and Seller shall furnish Buyer with all information in his possession concerning the physical condition or financial aspects of the Property as Buyer may reasonably request. Buyer's obligations under this Contract are contingent upon these inspections and investigations and the conclusions made about the physical condition and other aspects of the Property by the Buyer. The Buyer is responsible for using the information gathered in the inspection to determine if the physical condition and other aspects of the Property are satisfactory to Buyer, in Buyer's sole opinion. If Buyer is not satisfied with the physical condition or other aspects of the Property, Buyer may elect to terminate this Contract, provided that this election must be made by written

notice to Seller prior to **APRIL 1, 2025** (the "Inspection Period"). If Buyer elects to terminate this Contract within this time period, the Earnest Money shall be returned to Buyer and this Contract shall be null and void. If, however, Buyer does not elect to terminate this Contract within this time period, the contingency stated in this paragraph shall have been waived by Buyer and Buyer shall be obligated to proceed with the Closing of this transaction and to accept the Property in the condition existing at the Effective Date, ordinary wear and tear excepted.

10. REAL ESTATE BROKER: Buyer is a licensed Realtor in the State of Kansas. However, Seller and Buyer agree that **NO COMMISSION IS OWED**. Any party to this Contract through whom a claim to any broker's, finder's or other fee is made, contrary to the representations made above in this paragraph 10, shall indemnify, defend and hold harmless the other party to this Contract from any other loss, liability, damage, cost or expense, including, without limitation, reasonable attorney's fees, court costs and other legal expenses paid or incurred by the other party, that is in any way related to such a claim. The provisions of this paragraph 10 shall survive Closing or termination of this Contract.

11. DELIVERY OF DEED; PAYMENT; DISBURSEMENT OF PROCEEDS: At or before Closing, Seller agrees to properly execute and deliver to the Title Company to hold in escrow a General Warranty Deed and all other documents and funds reasonably necessary to complete the Closing. The General Warranty Deed shall convey to Buyer marketable fee simple title to the Property, free and clear of all liens and encumbrances, other than the Permitted Exceptions, including rights of reversion, identified in this contract. At or before the Closing, Seller and Buyer each agree to deliver into escrow with the Title Company a cashier's check or guaranteed funds sufficient to satisfy their respective obligations under this Contract. Seller understands that, unless otherwise agreed, disbursement of proceeds will not be made until after the General Warranty Deed or the instrument of conveyance, and, if applicable, the mortgage/deed of trust relating to Buyer's financing have been recorded and the Title Company can issue the Owner's Policy containing only the Permitted Exceptions on Schedule B thereof.

12. INSURANCE; MAINTENANCE: Seller agrees to maintain Seller's liability coverage insurance, if any, on the Property until Closing. Seller shall perform all ordinary and necessary maintenance, upkeep and repair to the Property to maintain it in its present condition through Closing.

13. FOREIGN INVESTMENT: Seller represents that Seller is not a foreign person as described in the Foreign Investment in Real Property Tax Act and agrees to deliver a certificate at Closing to that effect which shall contain Seller's tax identification number.

14. TERMINATION: If this Contract is terminated by either party pursuant to a right expressly given in this Contract or upon failure of any contingency or condition precedent, Buyer shall not be entitled to an immediate return of the Earnest Money deposit, unless Seller was the party in default, and neither party shall have any further rights or obligations under this Contract except as otherwise stated in this Contract.

15. DEFAULT AND REMEDIES: Seller or Buyer shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract. Following a default by either Seller or Buyer under this Contract, the other party shall have the following remedies, subject to the provisions of paragraph 16 of this Contract:

A. If Seller defaults, Buyer may (i) specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property up to the escrow amount; and (ii) terminate this Contract by written notice to Seller. If Buyer elects to terminate this Contract for such default of Seller, the Earnest Money shall be returned to Buyer upon written demand.

B. If Buyer defaults, Seller may retain the Earnest Money as liquidated damages as Seller's sole remedy (the parties recognizing that it would be extremely difficult to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money represents as fair an approximation of such actual damages as the parties can now determine).

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

16: DISPOSITION OF EARNEST MONEY AND OTHER FUNDS AND DOCUMENTS: In the absence of written escrow instructions, and notwithstanding any other terms of this Contract providing for forfeiture or refund of the Earnest Money, the Escrow Agent shall not distribute the Earnest Money or other escrowed funds or documents, once deposited, without the written consent of all parties to this Contract. A party's signature on a closing statement prepared by the Escrow Agent or Title Company shall constitute such consent. In the absence of either written consent or written notice of a dispute, failure by either Buyer or Seller to respond in writing to a certified letter from the Escrow Agent or Title Company, if different, within ten (10) days of receipt, or failure by either Buyer or Seller to make written demand upon the other party and upon the Escrow Agent or Title Company, as applicable, for return or forfeiture of the Earnest Money, other escrowed funds or documents within ten (10) days after receiving written notice of cancellation of this Contract, shall constitute consent to distribution of all funds and documents deposited with the Escrow Agent or Title Company as suggested in any such certified letter or written demand.

17. NOTICES: All notices, consents, approvals, requests, waivers, objections or other communications (collectively "notices") required under this Contract (except notice given pursuant to paragraph 16 of this Contract) shall be in writing and shall be served by either electronic facsimile transmission (if receipt is verified and a signed copy is promptly mailed), by hand delivery, by prepaid United States certified mail, return receipt requested, or by reputable overnight delivery service guaranteed next-day delivery and providing a receipt. All notices shall be addressed to the parties at the respective addresses as set forth below, except that any party may, by notice in the manner provided above, change this address for all subsequent notices. Notices shall be deemed served and received upon the date of transmission (in the case of electronic facsimile transmission), upon the third day following the date of mailing (in the case of notices mailed by certified mail) or upon delivery (in all other cases). A party's failure or refusal to accept service of a notice shall constitute delivery of the notice.

18. EXISTING LEASES AND CONTRACTS: Within ten (10) days after the Effective Date of this Contract, Seller shall deliver to Buyer true and complete copies of (i) all existing leases and other contracts and agreements which do or will materially affect the use, ownership, operation or management of the Property (excluding any documents evidencing exceptions to title referenced in the Title Commitment), (ii) statements of income and expenses relating to the operation of the Property for the past two (2) years, (iii) a rent roll showing rent due and rent paid under all existing leases covering the past two years, and (iv) utility bills for the past year. At that time, Seller shall certify to Buyer in writing that the documents so delivered do constitute true, complete and accurate copies of all existing leases, contracts, agreements, and other items required to be delivered under this paragraph. If, in Buyer's sole judgment, the existing leases, contracts, agreements, or other items are unsatisfactory, Buyer shall have the right to terminate this Contract by written notice given to Seller on or prior to the end of the Inspection Period, in which event the Earnest Money shall be refunded to Buyer and neither party shall have any further liability under this Contract, and this Contract shall be null and void. If, however, Buyer does not elect to terminate this Contract during the specified time period, this right of termination shall have been waived by Buyer. On or before the date of Closing, Seller shall (a) confirm to Buyer that there exists no default under any of the leases, tenancies, contracts or agreements for all or any portion of the Property by Seller, as landlord or otherwise, and (b) use its best efforts to furnish to Buyer customary estoppel certificates from each tenant which shall include, without limitation, confirmation from each tenant with respect to the lease and income and expense information supplied by landlord with respect to that tenant, and confirmation that such tenant holds no unrecorded deeds, contracts, or options to purchase the Property, has no unilateral right to renew an existing tenancy, is not entitled to any abatement or reduction of rent or right of set-off against rents, and is not entitled to any performance by Seller as landlord of any construction or other service. At Closing, Seller shall assign to Buyer all of Seller's rights to all leases affecting the Property together with the other contracts or agreements which Buyer elects to have assigned and, without limiting the representations of Seller set forth herein, Buyer shall assume the Seller's responsibilities under such leases and contracts arising after the effective date of such assignment. At closing, Buyer shall receive a credit against the Purchase Price for all security deposits provided for under any lease affecting the Property.

19. SURVEY: Buyer will obtain, at its sole expense, a current survey of the Property prepared and certified to Buyer by a surveyor licensed in the state in which the Property is located. If it elects to obtain a survey, Buyer may require, among other things, that the certificate of survey be in accordance with the Minimum Standard Detail requirements for ALTA/ACSM Land Title Surveys, contain a legal description of the Property and identify the boundaries of the Property, the dimensions thereof, the location and dimensions of any improvements on the Property, the location and dimensions of

all recorded easements on the Property, the location and dimensions of all easements, rights-of-way, driveways, roads, power lines, fences and encroachments on the Property which are observable from a visual inspection of the Property, and access to public roads or rights-of-way. If upon receipt of the survey, Buyer has any objection to a matter shown therein which affects or could affect the Property or Buyer's use of the Property, including, without limitation, objections to the legal description, size, dimensions or location of Property, Buyer shall have until expiration of the Inspection Period to notify Seller of said objection(s) in writing and Seller shall have ten (10) days (the "Survey Cure Period") to correct such matters to Buyer's satisfaction. If Seller elects not to correct such matters to Buyer's satisfaction prior to the expiration of the Survey Cure Period, Buyer shall have the right to terminate the Contract by written notice given to Seller on or prior to the date of Closing, in which event the Earnest Money shall be refunded to Buyer and neither party shall have any further liability under the Contract.

20: EARNEST MONEY DEPOSIT. To the extent permitted by applicable law, Seller and Buyer hereby direct the Escrow Agent to place the Earnest Money and other funds deposited with it at the execution of this Contract in an interest bearing account. All interest and other earnings on the funds so placed shall become part of the Earnest Money deposit and shall be disposed of as called for in this Contract in the same manner as the funds originally deposited. The cash payment due at Closing shall be reduced by the amount of any interest or other earnings on the Earnest Money deposit that are paid to or accrue for the benefit of Seller.

21: ESCROW FEES Buyer shall pay escrow fees charged by the Title Company for handling the closing of this transaction.

22: RECORDING AND CLOSING COSTS. Buyer shall pay for all fees and expenses in connection with Buyer's financing, if any, including, without limitation, all mortgage registration taxes and recording fees. Seller shall pay for all recording fees and other costs in connection with the release of any liens on the Property which are not Permitted Exceptions. Buyer shall pay for the Title Commitment and the Owner's Policy described in paragraph 8. Except as otherwise set forth in this Contract, all other Closing costs, including, without limitation, miscellaneous recording fees which are not addressed above and escrow fees shall be paid by Buyer.

23: CONDITIONS. The obligations of Buyer to close this transaction and to complete the purchase and pay the purchase price are subject, without limitation, to the following conditions precedent being in effect or complied with on the Closing Date, and Seller agrees that it will use its best efforts to cause such conditions to be in effect or complied with on such date: (i) no materially adverse change shall have occurred with respect to the condition or operation of the Property between the date hereof and the Closing date; and (ii) no part of the Property shall be subject to any pending or threatened condemnation or public taking.

24: CONTINGENCIES. The obligations of Buyer to close this transaction and to complete the purchase and pay the purchase price are subject, without limitation, to no contingencies. Seller agrees to establish an RHID, acceptable to Buyer, on the parcel within 30 days prior to closing. Seller will make any zone changes, acceptable to the Buyer, within 30 days prior to closing. Buyer agrees to donate one lot, when platted, to the City of Douglass for a neighbor park. Buyer agrees to donate the pond and reserve to the City of Douglass for a city recreation area.

25: INCLUDED PROPERTY. The Property sold and to be conveyed hereunder shall include the following: (i) all those certain plots, parcels or tracts of land referred to in Exhibit "A" attached hereto and made a part hereof, together with all right, title and interest of Seller in and to all rights, privileges, servitudes and appurtenances thereto belonging or appertaining, including without limitation streets, alleys and rights of way adjacent thereto.

26: NO BROKERS. Except as provided in paragraph 10 of this Contract, Seller and Buyer each hereby represent and warrant to the other that no brokers or agents are due any commissions from or relating to the closing of this transaction and each party hereby indemnifies and agrees to hold the other harmless against and from all claims asserted by any others for any such commission or fee.

27: COVENANTS PENDING CLOSING. From the Effective Date until the Closing, Seller agrees as follows:

1. Seller shall advise Buyer in writing of any material changes known to the Seller to information provided and representations and warranties made to Buyer pursuant to the terms and conditions of this Contract.

2. Seller shall not make application for any building permits, use permits or zoning variances from any governmental authority with respect to the Property without Buyer's prior consent.

3. Subject to the indemnity clause in paragraph 9, Seller shall allow Buyer to enter the Property and to inspect or cause to be inspected the condition of the Property, at any time or times from the Effective Date to and including the Closing, such inspections to be made during reasonable hours.

4. Seller will not incur any new lease or obligation or enter into or alter, amend, or modify any lease, contract or commitment relating to the Property without Buyer's prior written consent.

28: DAMAGE BY CONDEMNATION. If before the Closing Date, the Property or any part thereof are taken or are threatened to be taken by condemnation or other eminent domain proceedings, Seller will immediately give written notice thereof to Buyer and Buyer shall have the option to cancel this Contract by written notice to Seller within three (3) days after the date of the Seller's notice to Buyer of such event. If so canceled, Buyer and Seller shall be released from all obligations to each other under this Contract; in which event, the Earnest Money shall be promptly returned to Buyer. If Buyer shall not cancel this Contract, Buyer shall purchase the Property without reduction in Purchase Price, in which event Seller shall assign to Buyer at closing all of Seller's rights to any condemnation proceeds payable as a result of such condemnation.

29: REPRESENTATIONS. Seller represents and hereby warrants to Buyer that as of the Effective Date:

A. To the best of Seller's knowledge, the Property complies with all city, county and state laws, ordinances, conditions and regulations applicable to the ownership and operation thereof, including, without limitation, all applicable zoning laws and environmental laws and all amendments and regulations thereto.

B. There is no litigation at law, in equity or in proceedings before any commission or other administrative authority, or any governmental investigation, pending or, to the knowledge of Seller, threatened against or affecting the Property or Seller's interest in the Property.

C. Seller is not aware of any rezoning or condemnation proceedings or contemplated rezoning or condemnation proceedings affecting all or any part of the Property or any property adjacent to the Property.

D. Buyer hereby acknowledges that the land is subject to current and future special assessments. Buyer has had the opportunity to determine the amounts of current or future special assessments concerning the property prior to the execution hereof, and Buyer hereby releases Seller of an obligation to inform Buyer concerning the special assessments. Buyer also acknowledges that as is typical in development, future benefit districts may require Buyer to pay specials for future improvements, this agreement in no way restricts the potential for such assessments.

E. Buyer, at time of closing, shall be a duly organized, validly existing and in good standing under the laws of the state of its organization; Seller has full right, title, authority and capacity to execute and perform this Contract and to consummate all of the transactions contemplated herein, and the individual of the Seller who executes and delivers this Contract and all documents to be delivered to Buyer hereunder is and shall be duly authorized to do so.

F. There are no unrecorded leases that effect the Property.

G. No representation or warranty by Seller in this Contract and no statement or certificate furnished or to be furnished by Seller pursuant hereto or in connection with the transaction contemplated hereby contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements contained therein not misleading.

Seller covenants that all of Seller's representations contained in this Contract shall remain true as of the date of Closing, shall survive the Closing with an effective date as of the Closing Date, and shall not be merged with the title conveyed to Buyer or any document executed in connection with this transaction.

30: ENTIRE AGREEMENT AND MANNER OF MODIFICATION: This Contract, and any attachments or addendums hereto, constitute the complete agreement of the parties concerning the Property, supersede all other agreements and may be modified only by initialing changes in this Contract or by written agreement.

31: DEADLINE FOR ACCEPTANCE: Buyer's offer to purchase the Property from Seller shall expire if Seller has not accepted this Contract by signing and delivering a fully executed copy to Buyer, on or before the earlier of (i) Buyer delivering written notice to Seller that Buyer's offer to enter into this Contract is withdrawn or (ii) November 22, 2024**.**

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

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

BUYER

Central Park Studios, LLC

By: Andrew Reese
Print Name: Andrew Reese - Central Park Studios LLC
Title: Managing Member
Date: 11/7/2024 Time 4:20 pm
Mailing Address: 5219 N Hampton, Bel Aire, KS 67226

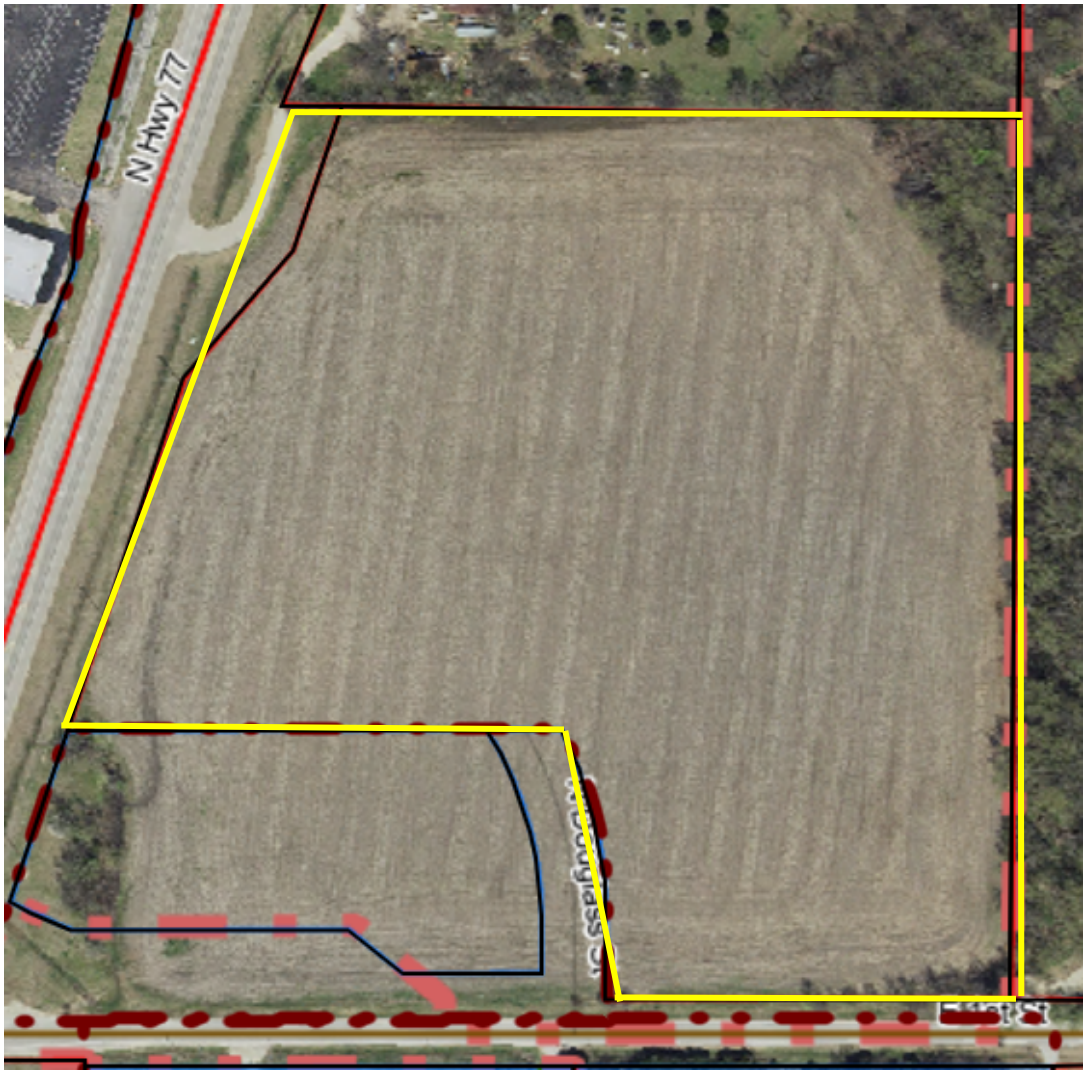
Telephone: (620) 755-1619
Fax: ( )
("Buyer")

SELLER

City of Douglass

By:
Print Name: Mike Shirely
Title: Mayor
Date: Time:
Address: P.O. Box 412
Douglass, KS 67039
Telephone: (316) 747-2109
Fax: (316)-747-3159
("Seller")

EXHIBIT A



CITY OF DOUGLASS

POLICY ON RURAL HOUSING INCENTIVE DISTRICTS (RHID)

I. GENERAL

K.S.A. 12-5241 *et seq*. (the "RHID Act") authorizes most cities and counties in the State of Kansas (the "State") to create special districts with the objective of encouraging the development and renovation of housing in areas of Kansas which experience a shortage of housing and assist in financing of public and some private improvements to support the special districts.

The City of Douglass is authorized to designate a rural housing incentive district (a "District") based on a housing needs analysis.[1] The findings of the analysis must be adopted by the Governing Body, published and sent to the Kansas Secretary of Commerce (the "Secretary") for approval.[2] After the City has received written approval from the Secretary, the Governing Body shall adopt a plan, which may include one or more projects, for the proposed District.[3] The length of any individual project cannot exceed 25 years.[4]

The City may issue special obligation bonds to finance the implementation of the District.[5] Proceeds of the bonds may be used to finance eligible project costs, including acquisition of property, site preparation, sanitary and storm sewers, drainage improvements, street improvements, water mains and extensions, and residential improvements to the 2nd floor or higher of structures greater than 25 years old used primarily for residential purposes and located in a central business district as approved by the Secretary.[6] As an alternative, the revenues derived from the District may be used on a pay-as-you-go basis to pay for, or reimburse, the eligible project costs within the District.

The District is taxed in the same manner as if the property was not located within the District.[7] The property tax revenues related to the difference in the assessed valuation at the date the District was established and the current assessed valuation of the District are allocated to pay the eligible costs of the project.[8]

II. DEFINITIONS

Statutory definitions are essential in understanding the RHID Act. Certain significant definitions contained in the RHID Act are as follows:[9]

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[1] 12-5244
[2] 12-5244
[3] 12-5245
[4] 12-5245
[5] 12-5248
[6] 12-5249
[7] 12-5250
[8] 12-5250
[9] Definitions contained in 12-5242

"**City**" means the City of Douglass: which has a population of less than 60,000, as certified to the secretary of state by the director of the division of the budget on the previous July 1 in accordance with K.S.A 11-201, and amendments thereto; which may have a qualified census tract within the City.

"**County**" means any county organized in accordance with K.S.A. 18-101 *et seq*., and amendments thereto: (1) with a population of less than 85,000, as certified to the secretary of state by the director of the division of the budget on the previous July 1st in accordance with K.S.A 11-201, and amendments thereto; or (2) for purposes of certain projects within a qualified census tract, "county" includes any county with a qualified census tract located within the county. For this policy, the "County" is Butler County.

"**Developer**" means the person, firm or corporation responsible under an agreement with the Governing Body to develop housing or related public facilities in a District.

"**District**" means a rural housing incentive district established in accordance with this act.

"**Governing Body**" means the board of county commissioners of any county or the mayor and council, mayor and commissioners or board of commissioners, as the laws affecting the organization and status of cities affected may provide. For this policy, the Governing Body means the City of Douglass Mayor and City of Douglass City Council.

"**Secretary**" means the secretary of commerce of the state of Kansas.

"Qualified census tract" means an economically distressed urban area that is a qualified census tract as defined and designated by the United States department of housing and urban development.

"**Real Property Taxes**" means and includes all taxes levied on an ad valorem basis upon land and improvements thereon.

"**Taxing Subdivision**" means the county, the city, the unified school district, and any other taxing subdivision levying real property taxes, the territory or jurisdiction of which includes any currently existing or subsequently created rural housing incentive district.

III. STATUTORY PROCEDURES FOR IMPLEMENTING AND FINANCING A RURAL HOUSING INCENTIVE DISTRICT

Establishing a District. Pursuant to the RHID Act, the Governing Body of Douglass is authorized to designate one or more Districts within the City.[10] Prior to

[10] 12-5244

making a designation, the Governing Body must conduct a housing need analysis to determine what, if any, housing needs exist in the City.[11] After conducting the analysis, the Governing Body shall adopt a resolution (the "Housing Needs Resolution") containing the legal description of the proposed District, a map of the parcels of real estate in the proposed District, and a statement of the following findings and determinations (based on the housing need analysis):[12]

(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 such city;

(3) The shortage of quality housing is a substantial deterrent to the future economic growth and development of such city; and

(4) The future economic well-being of the City depends on the Governing Body providing additional incentives for the construction or renovation of quality housing in such city.

The Housing Needs Resolution containing the above findings and determinations shall be published at least once in the official newspaper of the City.[13] Upon publication, the Governing Body shall send a copy of the Housing Needs Resolution to the Secretary to approve the findings contained therein.[14] If eligible residential improvements in a central business district are contemplated, a certification of the age of the structure shall be submitted to the Secretary by the governing body along with the Housing Needs Resolution. If the Secretary agrees with the findings, it will advise the Governing Body in writing and the Governing Body may proceed with establishment of the District pursuant to the RHID Act.[15] If the Secretary does not agree with the findings, the Secretary will advise the Governing Body in writing of the specific reasons for the disagreement.[16]

Once Secretary approval has been received, but prior to establishing the District, the Governing Body shall adopt a plan for housing and public facilities in the District (the "Development Plan").[17] The Development Plan may include plans for one or more project, but no individual project shall exceed 25 years in length.[18] The Development Plan shall include, but is not limited to, the following:[19]

(1) The legal description and map of the proposed District.

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[11] 12-5244
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[13] 12-5244
[14] 12-5244
[15] 12-5244
[16] 12-5244
[17] 12-5245
[18] 12-5245
[19] 12-5245

(2) The existing assessed valuation of the real estate in the proposed District, listing the land and improvement values separately.

(3) A list of the names and addresses of the owners of record of all real estate parcels within the proposed District.

(4) A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and their location(s).

(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 the 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 District as provided in the RHID Act, which shows the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of funding, will be sufficient to pay for the public improvements that may be undertaken in the District. If other sources of public or private funds are to be used to finance the improvements, they shall be identified in the analysis.

Before adopting the Development Plan and designating the District, the Governing Body shall adopt a resolution (the "Public Hearing Resolution") stating that the Governing Body is considering such action.[20] The Public Hearing Resolution shall provide notice that a public hearing will be held to consider the adoption of the Development Plan and the designation of the District.[21] The notice information contained in the Public Hearing Resolution shall include the following:

(1) The date, hour and place of the public hearing.

(2) The legal description and map of the proposed District, the existing assessed valuation of the real estate in the proposed District listing the land and improvement values separately, a list of the names and addresses of the owners of record of all real estate parcels within the proposed District, and a description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and their location(s).

[20] 12-5245
[21] 12-5245

(3) A summary of the contractual assurances by the developer and comprehensive feasibility analysis.

(4) A statement that the plan is available for inspection at the office of the clerk of the City at normal business hours.

(5) A statement inviting members of the public to review the plan and attend the public hearing on the date announced in the resolution.

The date of the public hearing shall not be less than 30 days or more than 70 days following the date of the adoption of the Public Hearing Resolution.[22] The Public Hearing Resolution shall be published at least once in the official newspaper of the City or county with the final publication not less than one week and not more than two weeks preceding the date fixed for the public hearing.[23]

A certified copy of the Public Hearing Resolution shall be delivered to the board of education of any school district levying taxes on property within the proposed District.[24] For this policy, the school district is USD 396. A certified copy of the Public Hearing Resolution shall also be delivered to the board of county commissioners of the County.

At the public hearing, a representative of the city shall present the proposed Development Plan, identifying and explaining each project in the District.[25] The developer(s) of the District shall be identified and present, either in person or by their representative.[26] Following the presentation, all interested persons shall be given an opportunity to be heard.[27]

After the completion of the public hearing, the Governing Body may adopt the Development Plan for the District and may establish the District by ordinance (the "RHID Creation Document").[28] The area of the adopted District must be the same as the area designated in the Public Hearing Resolution.[29] Any addition to the District or substantial change to the Development Plan requires the same procedure for notice and public hearing as the original District.[30] The RHID Creation Document establishing the District shall be null and void if, within 30 days following the conclusion of the hearing:[31]

(1) The board of education levying taxes on the property determines by resolution that the proposed District will have an adverse effect on the school district; or

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[22] 12-5245
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[24] 12-5245
[25] 12-5246
[26] 12-5246
[27] 12-5246
[28] 12-5246
[29] 12-5246
[30] 12-5246
[31] 12-5246

(2) the board of county commissioners of the County determines by resolution that the proposed District will have an adverse effect on the County.

Acquisition of Property. Any Governing Body that has established a District may purchase or otherwise acquire real property.[32] However, property may not be acquired by eminent domain, but relocation assistance payments shall be provided in accordance with K.S.A. 12-1777 to any tenants required to be relocated as a result of a project in the District.[33] Any property acquired by a city or a county under the RHID Act may be sold or leased to any developer under conditions agreed to prior to the adoption of the Development Plan.[34] The city and the developer may agree to additional terms, but if the developer requests to be released from any obligations agreed to and embodied in the Development Plan, the release shall constitute a substantial change and is subject to the notice requirement.[35]

Bond Financing. If the City has established a District may issue special obligation bonds to finance the implementation of the plan adopted by the Governing Body.[36] The special obligation bonds shall be made payable, both as to principal and interest:[37]

(1) From property tax increments allocated to, and paid into a special fund of the City as described below in "**Taxing of the District**";

(2) from revenues of the City derived from or held in connection with the implementation of the project or projects in the District;

(3) from any private sources, contributions or other financial assistance from the state or federal government;

(4) from any financial sureties or other guarantees provided by the developer;

(5) from a pledge of any other lawfully available city or county revenue sources, including, but not limited to:

(a) A portion of all increased franchise fees collected from utilities and other businesses using public rights-of-way within the District; or

(b) A portion of the sales and use tax revenues received by the City and collected pursuant to K.S.A. 12-187, and amendments thereto; or

(6) by any combination of these methods.

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[32] 12-5247
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[36] 12-5248
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The City may pledge the revenue to the repayment of the special obligations bonds prior to, simultaneously with, or subsequent to the issuance of the bonds.[38] The special obligation bonds, in no event, shall give rise to a charge against the general credit or taxing powers of the City and are not payable out of any funds or properties other than those describe above in (1)-(6).[39] The bonds shall state this on their face.[40] The special obligation bonds shall be special obligations of the City and are state tax exempt negotiable instruments to be executed by the mayor and clerk of the city with their respective seal.[41] All details regarding the bonds shall be determined by city ordinance.[42] However, the maximum maturity on the bonds shall not exceed 25 years.[43] Special obligation bonds may be refunded in whole or part.[44] In the event of default, no public funds, other than those authorized, shall be used to pay the bondholders.[45] Any terms, conditions, exclusions, and limitations which are otherwise applicable to bonds issued pursuant to the authority of K.S.A. 12-1774 shall also be applicable to special obligation bonds issued pursuant to the RHID Act.[46] Any special obligation bonds issued for the District or any uncommitted funds described in (1)-(6) above may be used to implement specific projects identified in the District plan, including, without limitation:[47]

(1) Acquisition of property within the specific project area or areas as provided in K.S.A. 12-5247;

(2) payment of relocation assistance;

(3) site preparation;

(4) sanitary and storm sewers and lift stations;

(5) drainage conduits, channels and levees;

(6) street grading, paving, graveling, macadamizing, curbing, guttering and surfacing;

(7) street lighting fixtures, connection and facilities;

(8) underground gas, water, heating, and electrical services and connections located within the public right-of-way;

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[46] 12-5248
[47] 12-5249

(9) sidewalks; and

(10) water mains and extensions; and

(11) renovation of buildings or other structures more than 25 years of age primarily for residential use located in a central business district or in a business or commercial district within a qualified census tract as approved by the Secretary. Certification of the age of the building or other structure shall be submitted to the Secretary by the Governing Body of the City or county with the resolution as provided by K.S.A. 12-5244, and amendments thereto. Eligible residential improvements shall include only improvements made to the second or higher floors of a building or other structure. Improvements for commercial purposes shall not be eligible.

However, no proceeds from the sale of special obligation bonds shall be used for the construction of buildings or other structures to be owned by or to be leased to any developer of a residential housing project within the District, except for buildings or other structures located in a central business district or in a business or commercial district within a qualified census tract as approved by the Secretary.[48]

Taxing of the District. All the taxable tangible property in a District is assessed and taxed in the same manner that the property would be assessed and taxed if located outside of the District with all ad valorem taxes paid to and collected by the country treasurer in the normal manner[49]. Each District constitutes a separate taxing unit for the purpose of the computation and levy of taxes.[50] Beginning with the first payment of taxes which are levied following the date of the approval of a District shall be divided as follows:[51]

(1) ***Taxes on base value***: From the taxes levied each year by or for each taxing subdivisions on property located within a District, the County Treasurer first shall allocate and pay to each such taxing subdivision all of the real property taxes collected which are produced from the current assessed valuation of the real property located within the District which is equal to the total assessed value of the real property on the date the District is established (i.e. on the effective date of the RHID Creation Document).

(2) ***Taxes on incremental value***: Any real property taxes produced from the portion of the current assessed valuation of real property within a District in excess of an amount equal to the total assessed value of such real property on the effective date of the establishment of the District shall be allocated and paid by the County Treasurer to the treasurer as follows: The amount shall be paid to the treasurer of the city and deposited in a special fund of

[48] 12-5249
[49] 12-5250
[50] 12-5250
[51] 12-5250

the City to pay the cost of housing projects in the District including the payment of principal of and interest on any special obligation bonds issued by the City to finance, in whole or in part, the housing project.

If the special obligation bonds and interest have been paid before the completion of a project, the City may continue to use the money for any purpose authorized by the RHID Act until the project is completed, but not exceeding 25 years from the date the District was established (i.e. on the effective date of the RHID Creation Document). When special obligation bonds and interest have been paid and the project is completed, all money remaining that was received from real property taxes within the District shall be allocated and paid to the taxing subdivisions in the same manner as other ad valorem taxes.

The purpose of ad valorem taxes levied for the District is to pay the cost of a project including principal and interest on special obligation bonds.[52]

Transmission to the Clerk. After adoption of the plan, the clerk of the City shall transmit a copy of the description of the land in the District, a copy of the RHID Creation Document adopting the Development Plan, and a map indicating the boundaries, to the clerk, appraiser, and treasurer of the County and to any taxing subdivision which levies taxes on any property in the District.[53] The county appraiser shall certify the amount of increase in the assessed valuation of the property within the District to the County Clerk yearly, on or before July 1.[54]

IV. FUNDING METHODS

Based on the RHID Act, there are essentially two funding methods for Districts – developer reimbursement or bond financing:

Developer Reimbursement: The developer finances the approved costs of the District and is reimbursed as the tax increment is received. The City will allow 100% of the eligible property tax collected during the term of the RHID to be used for allowable expenses incurred for development.

Bond Financing: Special obligation bonds are issued by the City or County that created the District as described above in "**Bond Financing**." The bonds are limited obligations of the issuer and may be purchased or guaranteed by the developer and re-sold once the valuation and revenues of the District are established. Temporary notes may be used for interim financing.

V. RHID DEVELOPMENT CRITERIA

[52] 12-5250
[53] 12-5251
[54] 12-5251

The following criteria are required of the Builder / Developer:

1. Single-family and multi-family homes qualify for RHID.
2. Single family homes must have a sales price of $350,000 or less.
3. Single family and multifamily homes may be for sale or rent.
4. For rental housing units, rents must be $2,000 or less per month for multifamily and $2,700 or less per month for single family.

VI. PROJECT MANAGEMENT AND DEVELOPMENT FEES

RHID funds may not be used to pay development fees. Project management fees may be financed through RHID revenues only if the need for such financing is established through analysis of financial information showing that private funding is not available to pay such costs based on a market rate of return on investment. If allowed, project management fees paid through RHID revenues must be documented as actual costs incurred.

Administrative Fees

In addition to any other RHID application and petition costs, the City shall be paid a non-refundable application fee of $2,500.00 with the formal submittal of any RHID petition. For any approved RHID, the City shall be paid an on-going administrative service fee in the amount of $2,500.00 per year.

Adopted this ____ day of _____, 2024 by the Douglass City Council.

_____
Mike Shirley, Mayor

_____
Mike Powell, City Clerk

Revision Date: _____

CITY OF DOUGLASS

BUTLER COUNTY, KANSAS

STREET MAP

Car Show Road Closures
November 13th

YOUNG & ASSOCIATES, P.A.
Civil and Environmental Engineers
100 S. Georgie, Derby, KS 67037 • Tele: (316)-788-2552

Public Works Notes October 2024

Water Leaks

203 W Second
606 E First
221 S Poplar
418 E First

Storm drain repaired at Fifth and Walnut

Frontier Days preparations made. Busy day. Everything taken down and put away for next year.

Winterization at community pool complete

Trunk or treat preparations set up, taken down and put up

680 water meters installed and activated

Meters ordered via change order have arrived and we will attack those as we can

GUV GUY CONSULTING REPORT

DATE: October 31, 2024
TO: Mayor Shirley and City Council
FROM: Ty Lasher, Consultant
RE: October Billing and Work

Meetings:
10/2/24 – Call with Andrew Reese. Discussed the project and purchase agreement. Andrew had a couple changes and then would be ready to sign. Told him the City Attorney would also need to review and once that was done, the agreement would be ready for his signature.

10/3/24 – Revised purchase agreement and sent to Mike. Called Mike to share Andrew was ready to move forward and I would be sending him an updated agreement for the City Attorney to review.

10/30/24 – Called Mike to ask if the City Attorney had reviewed the purchase agreement. Mike had seen nothing so was going to touch base with the attorney. Set a goal of having the RHID Policy and Purchase Agreement on the agenda for the November 10th regular Douglass city council meeting.

Miscellaneous – Had sinus surgery this month so hours are low due to recovery time.

Projects:
Reviewed and revised the City of Douglass RHID policy and Land Purchase Agreement.

Calls with Andrew and Mike for input on RHID and Land Purchase Agreement.

GUV GUY CONSULTING

Daily Activity Log

Day	Time	Hours	Details	Fee	Misc.	Mileage
10/2/2024	9:30 AM	0.5	Andrew Reese Call - Purchase Agreement	$100.00		
10/3/2024	1:00 PM	1	Revise Purchase Agreement and RHID Policy	$200.00		
10/30/2024	1:30 PM	0.5	Mike call.	$100.00		
October		2		$400.00	$0.00	0

City of Douglass (COD)

Detailed Revenue and Expense Report

10 - ARPA Funds

Revenue

10.00.4000 ARPA REVENUE	253,025.98
Total Revenue	**$253,025.98**

Expenses

10.00.6102 FUND EXPENSE	148,806.00
Total Expenses	**$148,806.00**
Excess Revenues Over Expenses	**$104,219.98**