

**INTERGOVERNMENTAL AGREEMENT
CITY OF PITTSBURG, KANSAS HOUSING INCENTIVE
PROGRAM**

WHEREAS, the inability to provide the housing that is in demand has severely constricted growth in the City of Pittsburg, Kansas. High materials costs, delivery delays, and skilled labor shortages raise construction costs and discourages local home building. The market forces diverting resources away from rural areas fall hardest on builders, who must work with developers, bankers, suppliers, sub-contractors, and buyers in order to make a profit;

WHEREAS, the City of Pittsburg, Kansas received funding from North Joplin Apartments, Inc. and The Presbyterian Church of Pittsburg, Kansas for the purpose of low to moderate income housing programs within the City of Pittsburg in Crawford County, Kansas;

WHEREAS, the City of Pittsburg, Kansas (hereinafter referred to as "City"), the County of Crawford County, Kansas, (hereinafter referred to as "County"), and the Board of Education of Pittsburg, Crawford County, Kansas, (hereinafter referred to as "USD 250"), have agreed to cooperate and create the City of Pittsburg Housing Incentive Program (hereinafter referred to as "Program"), in order to promote and contribute to the expansion of the supply of low to moderate income housing; and

WHEREAS, the City, the County and USD 250 agree as follows:

I. PURPOSE OF THE PROGRAM

This purpose of the Program is to promote the expansion of low to moderate income housing in the City and County in accordance with guidelines established by Housing and Urban Development.

II. PROGRAM FUNDS AND FUNDING

The City has identified the sum of Five Hundred Thousand Dollars (\$500,000.00) to fund the Program from North Joplin Apartments, Inc. and the Presbyterian Church of Pittsburg, Kansas.

A ten percent (10%) grant of the cost to build an eligible residence will be paid to builders upon completion of construction and closing of the sale of an eligible residence to a qualified buyer.

III. PROGRAM ELIGIBILITY

1. Grants will be awarded in an amount of ten percent (10%) of the construction cost with the total amount of any grant not to exceed Twenty Thousand Dollars (\$20,000.00) for eligible single family residential construction.
2. Construction of an eligible residence must have been commenced on or after January 1, 2025, the effective date of enactment of the Program.
3. A Program application must be filed within ninety (90) days of the issuance of a building permit.
4. The minimum construction cost of an eligible residence shall be Fifty Thousand Dollars (\$50,000.00).
5. An eligible residence must conform with all City codes, and rules and regulations in effect at the time improvements are made.
6. Any property that is delinquent in any real estate tax and/or special assessment payment to the County will forfeit any Program participation.
7. The income of Buyers of an eligible residence must have less than One Hundred Fifty percent (150%) of the area median income.

IV. APPLICATION & PROCEDURE FOR APPROVAL

1. The Program application must be completed and received by the City and approved by the City's Community Development & Housing Office prior to commencement of construction. A non-refundable Thirty Dollar (\$30.00) application fee must accompany all applications. (Application attached hereto as "Attachment A").
2. The City will return a copy of the application to the applicant/builder within ten (10) working days indicating approval or denial of the application.
3. The City's Community Development & Housing Office will forward a copy of the application to the City Building Inspector for notification and information

purposes. A copy of the application will also be forwarded to the County Clerk and USD No. 250 for monitoring purposes.

4. The applicant/builder shall notify the City's Community Development & Housing Office of the commencement of construction.
5. The City's Community Development & Housing Office shall review and verify all eligible construction costs and invoices and review and verify all sale closing documents prior to authorizing and releasing all Program grant funds.
6. The City's Community Development & Housing Office shall notify the County Clerk and USD 250 of all approved Program grants.
7. The incremental property tax increase collected from the subject real estate following the completion and sale of the residence to a qualified buyer shall be paid to the City by the County until the full grant amount for said residence has been reimbursed to the City.
8. This repayment shall not include that portion of the property tax collected that is allocated to the Capital Outlay Fund of USD 250, currently set at eight (8) mills.

V. STANDARDS AND GUIDELINES FOR REVIEW AND APPROVAL

1. The real property and residence for which Program participation is requested shall conform with all applicable city codes and regulations in effect at the time the improvements are made and shall remain in conformance for the duration of the Program period.
2. Any real property or builder that is delinquent in any County tax payment or special assessment shall not be eligible for the Program until such time as all taxes and assessments have been paid in full.
3. The City's Community Development & Housing Division shall have the authority and discretion to approve or reject applications based on the eligibility standards and review criteria contained herein. If an applicant is dissatisfied with the Division's decision, a written appeal may be submitted to the City Governing Body for final determination.
4. The Program may be reviewed annually at which time the City Governing Body may consider modifications and amendments. Any Program modifications or

amendments shall also be approved by the County and USD No. 250 prior to becoming effective.

VI. MISCELLANEOUS

1. This Agreement cannot be modified, altered or amended in any manner whatsoever, except by the prior written consent and agreement of all parties affected by the proposed modification, alteration or amendment. Such modification, alteration or amendment shall be effective only from and after the date of execution of all parties thereof.
2. In the event that any term, covenant or condition of this Agreement shall be found to be invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall not be affected thereby, and each other term, covenant and condition shall be valid and enforceable to the fullest extent permitted by Kansas law.
3. This Agreement shall be governed by and interpreted pursuant to Kansas law.
4. This Agreement may be executed in three (3) counterparts, each of which shall be an original and shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is entered into by the parties with an effective date of January 1, 2025.

The City of Pittsburg, Kansas

By: Dawn McNay
Mayor- Dawn McNay

Date: Dec. 17, 2024

ATTEST:

Tammy Nagel
City Clerk-Tammy Nagel

County of Crawford, Kansas

By: Carl R Wood
Chairman, Carl R Wood

Date: 12-20-24

ATTEST:

Dea Hoker
County Clerk - _____

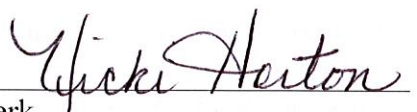


Board of Education Unified School
District No. 250

By: 
President-

Date: 1-13-2025

ATTEST:


Clerk-