



Governing Body, City of Garden Plain
Garden Plain High School Auditorium
720 N. Sedgwick St
Wednesday, March 4, 2026 at 6:00 pm

1. Call to Order by Mayor Kevin Hammond
2. Approval of the March 4, 2026 Agenda
3. Citizen Comments: *This is the time for citizens to comment on items not on the agenda. Please keep comments brief and less than three minutes. No action is taken by the Governing Body on items requested or presented under citizen comment.*
4. Consent Agenda:
 - a. Approval of February 4, 2026 City Council Meeting Minutes
 - b. Approval of February 12, 2026 Special Call City Council Meeting Minutes
 - c. Approval of February 16, 2026 Special Call City Council Meeting Minutes
 - d. Mayoral Appointments - Planning Commission/Board of Zoning Appeals Appointments/Reappointments
 - e. Department Reports
5. Executive Session: Attorney/Client Privilege: K.S.A. 75-4319(b)(2)
6. New Business:
 - a. Review and Receive a Proposed Large Volume Transportation Service (LVTS) Agreement from Black Hills Energy
 - b. Discussion and Consideration of a Request to Sedgwick County to Expand the City's Urban Area of Influence (UAI)
7. Old Business
8. Municipal Court Report
9. Pardon Attorney
10. Treasurer Report
11. Governmental Remarks
12. Adjournment

**NOTE: this agenda is subject to change without notice*



Governing Body, City of Garden Plain
City Building, 507 N Main St
February 4, 2026 at 7:30 PM

1. Call to Order by Mayor Kevin Hammond: (7:30 PM):

Mayor Kevin Hammond called the February 4, 2026 City Council meeting to order followed by the Pledge of Allegiance and moment of silence. Council members present were Jenny Zoglman, Tracy Thul, Amy Hunter, Brent Randolph, and Jessica Lyman. Also present were Kelly McElroy, City Administrator; Tylor Struckman, Public Works Director; Savannah Shelite, Administrative Assistant; Morgan Koon, City Attorney; Darren Haukap, City Treasurer; Bryan Crownover, Chief of Police.

2. Approval of February 4, 2026 Agenda:

Tracy Thul made a motion to approve the February 4, 2026 agenda as presented, 2nd by Brent Randolph. Vote: 5-0 motion carries.

3. Citizen Comments: Approximately 20 individuals were present during citizen comment. Multiple individuals asked to speak in opposition to proposed data centers in Sedgwick County. Those who spoke included:

- Lori Kraus (Colwich)
- Joe Scheer (Colwich)
- Ross Omo (Colwich)
- Jennifer Bugner (Andale)
- Christine Helten (Garden Plain)
- Ken Seiwert (Garden Plain)
- Helen Blasi (Andale)
- Mike Roberts (Andover)
- Heidi Eck (Garden Plain)
- Sena Martin (Garden Plain)
- Hope Smeltzer (Garden Plain)
- Marsha Eck (Garden Plain)
- Paula Fredrichs (Mount Hope)
- Tammy Robbins (Colwich)
- Chelsea Wells (Mount Hope)

In summary, most individuals expressed concerns about high water and energy usage; potential unknown environmental impacts; light and noise pollution. Several handouts were provided to the Council regarding action take by the cities of Andale and Colwich. One individual mentioned there

is a town hall meeting scheduled for March 2nd at 7 PM at Colwich elementary school and encouraged all to attend, as a data center in this part of Sedgwick County would affect the Renwick School District. The Council thanked the group for their comments. *No binding action was taken.*

4. Consent Agenda:

- a. Approval of January 7, 2026 City Council Meeting Minutes
- b. Department Reports
- c. Consider Resolution 248 – Annual GAAP Waiver
- d. Adoption of the 2026-2030 City Council Strategic Plan

Brent Randolph made a motion to approve the consent agenda, 2nd by Jenny Zoglman. Vote: 5-0 motion carried.

5. New Business:

- a. **Mayoral Appointments:** The Mayor and Council nominated the following individuals to office to serve the Garden Plain Community in 2026. Note – Library Board Members do not have terms that expire.

- Municipal Court Judge: Harold Flaigle Jr.
- Municipal Court Clerk: Kimberly McCormick
- City Attorney: Morgan Koon
- City Treasurer: Darren Haukaup
- City Clerk: Kimberly McCormick
- Police Chief: Bryan Crownover
- City Administrator: Kelly McElroy
- Planning Commission: Tabled until March 4, 2026 Council Meeting
- Library Board: Lindsay Pauly
Jacqueline Hunter
- Official City Newspaper: Garden Plain City Website
- Official City Depository: Garden Plain State Bank
- President of the Council: Brent Randolph

Brent Randolph motioned to approve the appointments, and to table the planning commission appointments to the March 4, 2026 City Council meeting. 2nd by Tracy Thul. Vote: 5-0, motion carried.

- b. **Receive a Presentation from Professional Code Compliance for Code Enforcement Services:** The Council received a presentation from Kendal Pierce with Professional Code Compliance (PCC) regarding code enforcement services within the city limit of Garden Plain. Pierce explained their proactive approach to code enforcement, differing from the City's current complaint-based reactive approach. PCC works code cases and documentation from beginning to end, including court (if necessary) and remediation

compliance. The cost service is approximately \$1,100 per month for 30 hours. The Council thanked Pierce for the information. *No binding action was taken.*

- c. Receive a Request for Consideration of Residential Water Service for two Homes at County Line and 21st Street:** The City received a request from Brandon Salisbury, Architect for Sharp Homes with a request to hook on to the City's water main in the area of NE50th Street and NE 170th Street to serve two new residential homes constructed for Drew and Amy Homes on their property. They had discussions with City Public Works staff who have OK'd the connection, pending site plan review and Council approval.

Tracy Thul moved to approve the water connections. 2nd by Jessica Lyman. Vote: 5-0, motion carried.

- 6. Old Business:** None.
- 7. Executive Session (if needed):** None.
- 8. Municipal Court Report:** City Attorney Morgan Koon noted there were two court cases. One paid and one is an ongoing matter and was continued for three months.
- 9. Pardon Attorney:** (8:38 PM)
- 10. Treasurer Report:** None.
- 11. Pardon Treasurer:** (8:40 PM)
- 12. Governmental Remarks:** Brent Randolph asked questions about the new school zone lights and signage on Harry. Public Works Director Tylor Struckman noted more signage in advance of the new lights and zones have been ordered and will be installed as soon as they arrive. Randolph also noted a missing valve cover in the middle of the road at Sedgwick and Avenue D. Staff will replace it immediately.
- Tracy Thul thanks the public works team for their snow removal efforts and for clearing streets. He also noted that the Council might consider scheduling a town hall meeting, perhaps with some County Commissioners, to help clarify some of the misinformation being shared about potential data centers in the area, the County's moratorium on applications for them, and what the County's next steps are in regards to developing zoning regulations related to the matter. City staff noted that they have been told the County is planning to host such a meeting some time in March.
- 13. Adjournment:** (8:53 PM): *Brent Randolph made a motion to adjourn, 2nd by Jessica Lyman. Vote: 5-0, motion carried.*

Respectfully submitted by Kelly McElroy, City Administrator



Governing Body, City of Garden Plain
City Hall, 505 N. Main St
Special Call Meeting
February 12, 2026 at 6:30 PM

1. Call to Order by Mayor Kevin Hammond: (6:30 PM):

Mayor Kevin Hammond called the February 12, 2026 Special Call City Council meeting to order at 6:30 PM. Council members present were Jenny Zoglman, Tracy Thul, Amy Hunter, Brent Randolph, and Jessica Lyman. Also present were Sedgwick County Commissioners Ryan Baty and Stephanie Wise; Morgan Koon, City Attorney; Tylor Struckman, Public Works Director; Kelly McElroy, City Administrator.

- 2. Receive information from Sedgwick County Commissioners Baty and Wise on the county's current data center moratorium and proposed county zoning code updates related to proposed data centers in Sedgwick County:** Commissioners Baty and Wise provided an overview of the current Sedgwick County moratorium on applications for proposed data center projects in Sedgwick County. The moratorium was approved by the County Commission in January 2026 and expires April 17, 2026. The Commissioners provided background on the process of establishing a moratorium; that the County Commission may extend the moratorium if needed. The Metropolitan Area Planning Commission (MAPC - joint Wichita/Sedgwick County Planning Commission) is working to develop new zoning regulations for unincorporated areas of Sedgwick County specific to data centers. It could be a lengthy process, and the hope is the regulations developed will help establish a common ground that businesses can successfully operate and provide benefit to communities while protecting local environmental and community resources, addressing concerns such as potential environmental impacts; site plan/facility designs including lighting, landscaping, setbacks and buffer zones. Proposed new zoning regulations from the MAPC require approval by the Sedgwick County Commission.

In April 2025 Governor Laura Kelly signed [Senate Bill 98 \(SB 98\)](#) into law, establishing a significant 20-year sales and use tax exemption to attract hyperscale data centers. Effective July 1, 2025, the law provides a 100% sales tax exemption on construction, equipment, and labor costs for qualified (data centers) firms investing at least \$250 million and creating 20+ jobs. The Secretary of Commerce is responsible for overseeing the eligibility of firms at the state level.

- 3. Adjournment: (7:45 PM):** Brent Randolph made a motion to adjourn, 2nd by Amy Hunter. Vote: 5-0; motion carries.

Respectfully submitted by Kelly McElroy, City Administrator



Governing Body, City of Garden Plain
City Building, 507 N Main St
February 16, 2026 at 6:00 PM

1. **Call to Order by Mayor Kevin Hammond: (6:00 PM):** Mayor Kevin Hammond called the February 16, 2026 Special Call City Council meeting to order. Council members present were Jenny Zoglman, Tracy Thul, Amy Hunter, Brent Randolph, and Jessica Lyman. Also present was Morgan Koon, City Attorney.
2. **Executive Session: Attorney/Client Privilege: K.S.A. 75-4319(b)(2):** *Amy Hunter made a motion to go into executive session for a period of 90 minutes. 2nd by Tracy Thul. Vote: 5-0, motion carried. The meeting was called back to order by Mayor Kevin Hammond at 7:30 PM, with no binding action taken.*
3. **Adjournment (7:30 PM):** *Tracy Thul moved to adjourn the meeting. 2nd by Jessica Lyman. Vote: 5-0, motion carried.*

Respectfully submitted by Kelly McElroy, City Administrator

ANNUAL APPOINTMENTS

2026

Planning Commission/BZA:

Zak Blakley: Term: 2026-2028

Chris Wilson: Term: 2026-2028

Rick Heimerman: Term: 2026-2028

Vacant Position

TO: Garden Plain City Council
FR: City Staff
RE: February Department Reports and Project Updates

Background:

The following are updates on current projects and initiatives.

Finance:

Annual Financial Audit: Randy Ford with BFR was onsite in January, and will return the first week of March to finalize the City’s annual financial audit. The findings will be presented to the Council at an upcoming meeting.

Police: Chief Crownover attended the Wichita Metro Area Crime Commission annual awards ceremony on February 24th in Wichita. We were excited to have the City’s new PD badge featured in the ceremony booklet.

Public Works:

Municipal Pool: Last week the walls for the new pool were poured.

We are pleased to announce our partnership with Council of Hope to accept donations toward the cost of the new pool construction. Donations can be made via Venmo, cash, or check, and are tax deductible. Council of Hope will provide the needed documentation for tax deductions. No donation is too small or large! If individuals would like to donate via Venmo, you can utilize the following QR code or visit <https://account.venmo.com/u/CouncilofHope> or go to Venmo and search for Council of Hope Inc. Please be sure to list your name and that it is a donation for the Garden Plain Municipal Pool. If you would like to make a donation exceeding \$600, please contact Council of Hope directly at councilofhope@gmail.com.

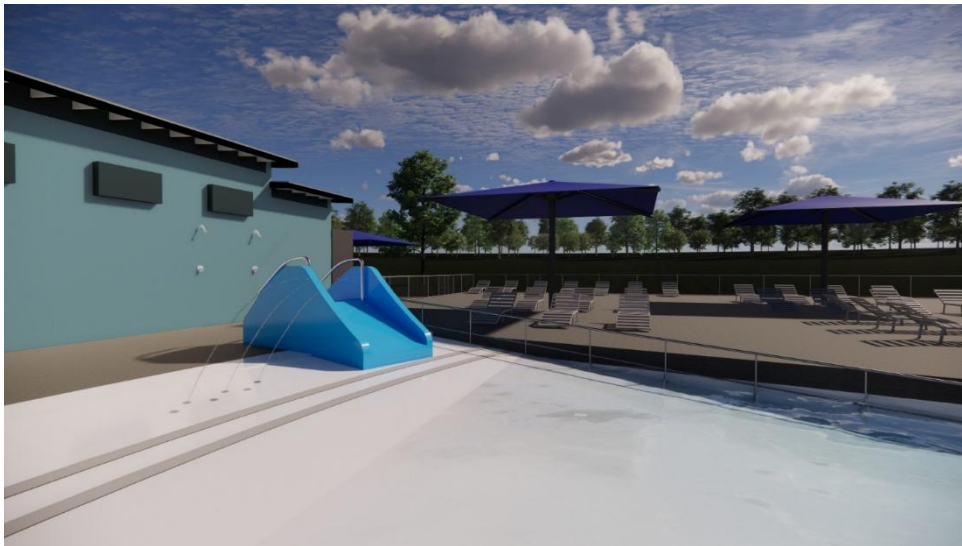
Council of Hope, Inc
@CouncilofHope



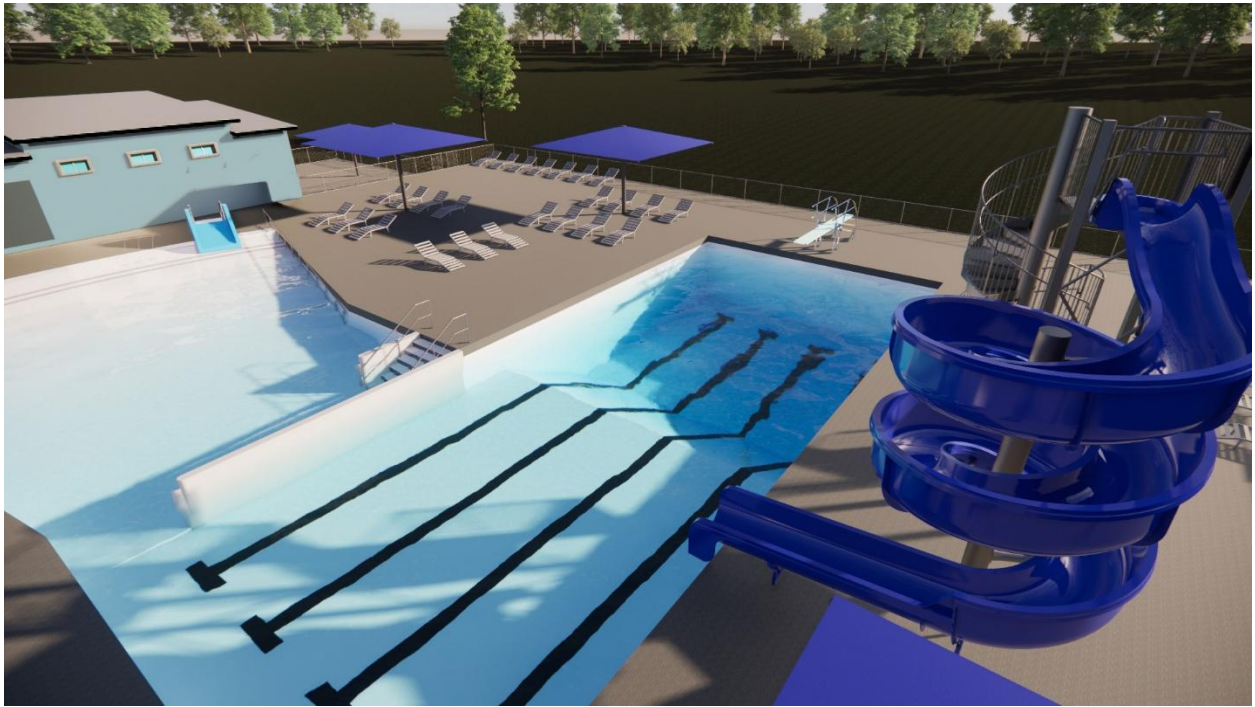
venmo

Want to make a donation to a specific amenity for the pool? You sure can! If you donate a substantial amount of funds toward the pool project, naming rights may be considered by the City Council! Items include the slides, pool bath house, splash pad, etc. Please contact City Administrator Kelly McElroy at

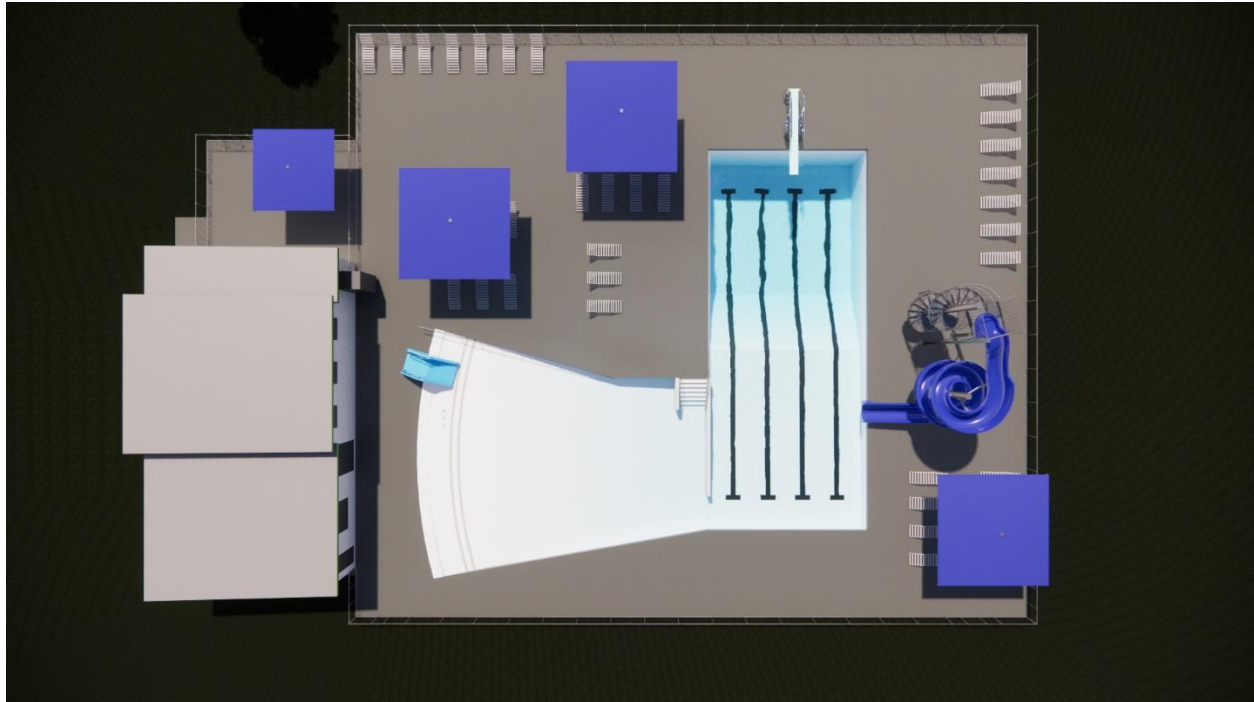
kelly.mcelroy@gardenplain.com for details. Here are some renderings of the slides, courtesy of Waters Edge design. They will be gold and grey to complement our community and school colors!



Family slide



Twister Slide



Pool Complex Overview

Water Tower Maintenance and Repairs: Last Friday Midco Diving was on site making maintenance repairs and inspections to the City’s 100,000 elevated water storage tower located at City Park. This occurs on a three-to-five-year rotation. Staff will provide the Council with a report from Midco as soon as it is available.

Upcoming Meetings & Events:

Daylight Savings Time Ends: Daylight savings time ends on Sunday, March 8, 2026 at 2:00 AM. Please remember to reset your clocks and “spring forward” one hour.

Planning Commission: The Planning Commission/Board of Zoning Appeals is scheduled to meet on Thursday, March 19, 2026 at 6 PM in the Council Chambers, 507 N. Main St.

City Council: The City Council will meet in regular session on Wednesday, April 1, 2026 at 7:30 PM in the Council Chambers, 507 N. Main St.

Recommended Action: The City Council is asked to:

1. Receive and file

Attachments:

None

TO: Garden Plain City Council
FR: Tylor Struckman, Public Works Director
RE: Review and Receive a Proposed Large Volume Transportation Service (LVTS) Agreement from Black Hills Energy

Background:

In December 2024 the City entered into an agreement with Black Hills Energy to operate the City's municipal natural gas utility. At that time, the City was contracted with MCMC to purchase Large Volume Transportation Services (LVTS). In late 2025 the opportunity arose to shop out the LVTS. Black Hills provided a competitive quote for the same services, and provided savings since the Black Hills services include odorized gas (eliminating the City's current odorizer) located in Cheney.

The current MCMC contract with the City expires April 30, 2026.

Financial Implications:

By entering into a new LVTS agreement with Black Hills, including the elimination of the City's odorizer, staff anticipates cost savings. An estimated amount of the savings won't be known until we have a full year under the new contract.

Recommended Action: The City Council is asked to:

1. Review and approve the proposed Large Volume Transportation Services (LVTS) Agreement from Black Hills Energy.

Attachments:

- A. Draft LVTS Agreement
- B. Exhibit B – LVTS Agreement



LARGE VOLUME TRANSPORTATION SERVICE (LVTS) AGREEMENT

This Agreement is entered into effective the **1st day of X, 2026** by and between **Black Hills/Kansas Gas Utility Company, LLC, d/b/a Black Hills Energy** (“Company”) and **The City of Garden Plain** (“Customer”).

Whereas, Customer has obtained or will obtain supplies of natural gas and desires Company to receive such natural gas and transport and deliver such gas to Customer;

Whereas, Company is willing to provide natural gas transportation and related services to Customer, subject to the terms and conditions set forth herein; and

Now, therefore, in consideration of the above premises and the covenants contained herein, Company and Customer agree as follows:

1. **Availability.** Service under this Agreement is available pursuant to Section 1 of the LVTS Rate Schedule in Company’s Tariff.
2. **Incorporation by Reference.** The Company’s currently effective tariff, as may be revised from time to time (“Tariff”), is hereby incorporated into this Agreement by reference. In the event of any inconsistency between this Agreement and the Tariff, the Tariff shall govern.
3. **Scope of Agreement.** This Agreement and all its rates, terms and conditions as set out in this Agreement and as set out in the applicable LVTS Rate Schedule and General Rules, Regulations, Terms and Conditions provisions of the Tariff which are incorporated into this Agreement by reference.
4. **Transportation Charges.** The rates to be charged Customer for services under this Agreement shall be the maximum rate filed under Company's Rate Schedule LVTS and Tariff Riders, as applicable, as the same may be revised from time to time for that service, unless Customer and Company have otherwise agreed in writing in a separate agreement that will be included as Exhibit B to this Agreement.
5. **Term.**

Primary Term:	From: May 1, 2026 Through: April 30th, 2031
Evergreen Term:	None <u> </u> Monthly <u> X </u> Annually <u> </u>
Termination Notice:	Ninety (90) days’ written notice by either Party following the end of the Primary Term or any Evergreen Term, if applicable, thereafter.

If, at any time, Customer fails to qualify for service pursuant to Section 1 of the LVTS Rate Schedule Company shall provide at least thirty (30) days’ notice to Customer of termination of this Agreement to be effective the last day of month following notice.

6. **Nominations and Balancing.** Customer shall be responsible for nominating and balancing in accordance with Tariff, as may be revised from time to time.
7. **Optional Transportation Services.** Optional Transportation Services, if applicable, are defined on Exhibit A to this Agreement.
8. **Billing and Payment.** Company shall provide Customer an invoice on a monthly basis and Customer agrees to pay all such amounts to Company in accordance with the terms of Company’s statement, all in accordance with Company’s Tariff.
9. **Telemetry.** Customer acknowledges and agrees that Company reserves the right to require Customer to install and upgrade as necessary (or reimburse Company if Company installs or upgrades), at Customer’s sole cost and expense, telemetry equipment

DRAFT – For discussion purposes only

on each of Customer’s meters for which Company is providing transportation service. Company will provide prior notice to Customer if Company intends to install telemetry. Company shall at all times after installation or upgrade own such telemetry equipment.

10. **Assignment.** This Agreement shall be binding upon and inure to the benefit of any successor(s) to either Company or Customer by merger, consolidation or acquisition. Either Company or Customer may assign or pledge this Agreement and all rights and obligations under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, neither Company nor Customer shall assign this Agreement or any of its rights hereunder without first having obtained formal written consent of the other(s). Such consent shall not be unreasonably withheld.
11. **General Rules, Regulations, Terms and Conditions.** Service hereunder is subject to Company’s General Rules and Regulations and Company’s Transportation Services Terms and Conditions on file with the Kansas Corporation Commission (“Commission”), as may be modified from time to time.
12. **Capitalized Terms.** Terms beginning with an initial capitalized letter and not otherwise defined herein have the meanings ascribed to them in Company’s Tariff on file with the Commission.
13. **Receipt and Delivery Points.** Pursuant to Company’s Rate Schedule LVTS, the point(s) of receipt of gas by Company (“Receipt Point(s)”) for delivery to Customer shall be at Company-approved interconnections. The Point(s) of Delivery (“Delivery Point(s)”) for all gas transported under this Agreement will be at the interconnect of Company’s measurement facilities and Customer’s distribution facilities located in Sedgwick County, Kansas.
14. **Confidentiality.** The terms of this Agreement shall be kept confidential by Company and Customer except to the extent that this Agreement must be disclosed pursuant to applicable law, rule or regulation. It is understood and agreed that monetary damages would not be a sufficient remedy for any breach of the confidentiality provisions of this Agreement and that Company shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach, and Customer agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement but shall be in addition to all other remedies available at law or in equity. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a final, non-appealable order that Customer has breached this Agreement, then Customer shall reimburse Company for its reasonable legal fees and expenses incurred in connection with such litigation, including any appeals therefrom.
15. **Agreements Being Superseded.** When this Agreement becomes effective it shall supersede and cancel any other Agreements between the parties for the same service.
16. **Notices.** Notices required or otherwise given under this Agreement shall be given in writing to the other party at the electronic and/or physical addresses specifically provided in this Agreement or, if not so provided, to the addresses provided below:

Company:	Customer:
Black Hills/Kansas Gas Utility Company, LLC, d/b/a Black Hills Energy	The City of Garden Plain
2330 North Hoover Road Wichita, KS 67205	
Telephone: (316) 941-1634	Telephone:
Attn: Business Development	Attn:
With a copy to: Black Hills Energy	
Address: 1515 Arapahoe St. Suite 1200 Tower 1	
Telephone: (303) 566-3481	
Attn: Shipper Services	

DRAFT – For discussion purposes only

The individual signing this Agreement on behalf of Customer represents and warrants that he or she is an officer of the Customer or otherwise possesses the requisite authority to do so and thereby bind the Customer to this Agreement and agrees to indemnify and hold harmless Company from any claim that such authority did not exist.

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC
D/B/A BLACK HILLS ENERGY**

The City Garden Plain

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

DRAFT

EXHIBIT A

OPTIONAL TRANSPORTATION SERVICES

This Exhibit shall be made a part of and be subject to all terms and conditions of the Large Volume Transportation Service (LVTS) Agreement executed by and between Company and Customer, and service hereunder shall be rendered in accordance with the terms of Optional Transportation Service as described in Company’s Tariff as revised from time to time.

Customer Name: **The City of Garden Plain**

Effective Date: **N/A**

LVTS Contract Number: _____ (For Company Use Only)

NOTE: Company will assign a contract number for this LVTS Agreement for its internal information system and contract administration reference use after the LVTS Agreement is fully executed by Customer and Company.

Optional Services

Customer to indicate Yes or No election below if the Optional Service is available for Customer’s transportation service.

If there is “NA” indicated below, or if Company determines that it can’t provide the Optional Service, then the Optional Service is not being offered by Company. In that case, Customer may skip selection of the Agreement.

I. Telemetered Daily Balancing Service **Yes** **No** **NA (Not Available)**

Terms – if available and selected by customer:

Daily Scheduling Tolerance of **N/A**
Daily Balancing Service Rate: **N/A** per MMBtu
Daily Balancing Service Rate Per Pipeline Tariff for any daily imbalance greater than **N/A**: Daily Scheduling Tolerance: as set forth in interconnecting pipeline’s FERC Gas Tariff, as may be revised from time to time.

This service does not apply when a critical day or when an Operational Flow Order is imposed.

Term (Minimum of 1 year): From: _____ Through: _____

II. Monthly Balancing Service **Yes** **No** **NA (Not Available)**

Terms – if available and selected by customer:

Cashout Tolerance: **N/A**
Monthly Balancing Rate: **N/A** per MMBtu
Cashout Tolerance shall be the tolerance granted to customer where any Imbalance shall cash out at the first Cashout tier as defined in the Tariff. Any Imbalance above the Cashout Tolerance will be cashed out in accordance with the Tariff Cashout schedules.

Term (Minimum of 1 year): _____ Through: _____

Customer Electronic Confirmation and Company Acceptance / Authorization: Customer shall confirm Customer’s agreement to the terms and conditions described in this Exhibit by returning two executed originals of this Exhibit to Company. The transaction described in this Exhibit will be accepted and authorized upon Company’s counter execution of this Exhibit and Company shall communicate acceptance of this by sending a copy of the fully executed Exhibit to the Customer. **The individual signing this Exhibit on behalf of Customer represents and warrants that he or she is an officer of the Customer or otherwise possesses the requisite authority to do so and thereby bind the Customer to this agreement and agrees to indemnify and hold harmless Company from any claim that such authority did not exist.**

**BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC
D/B/A BLACK HILLS ENERGY**

The City of Garden Plain

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

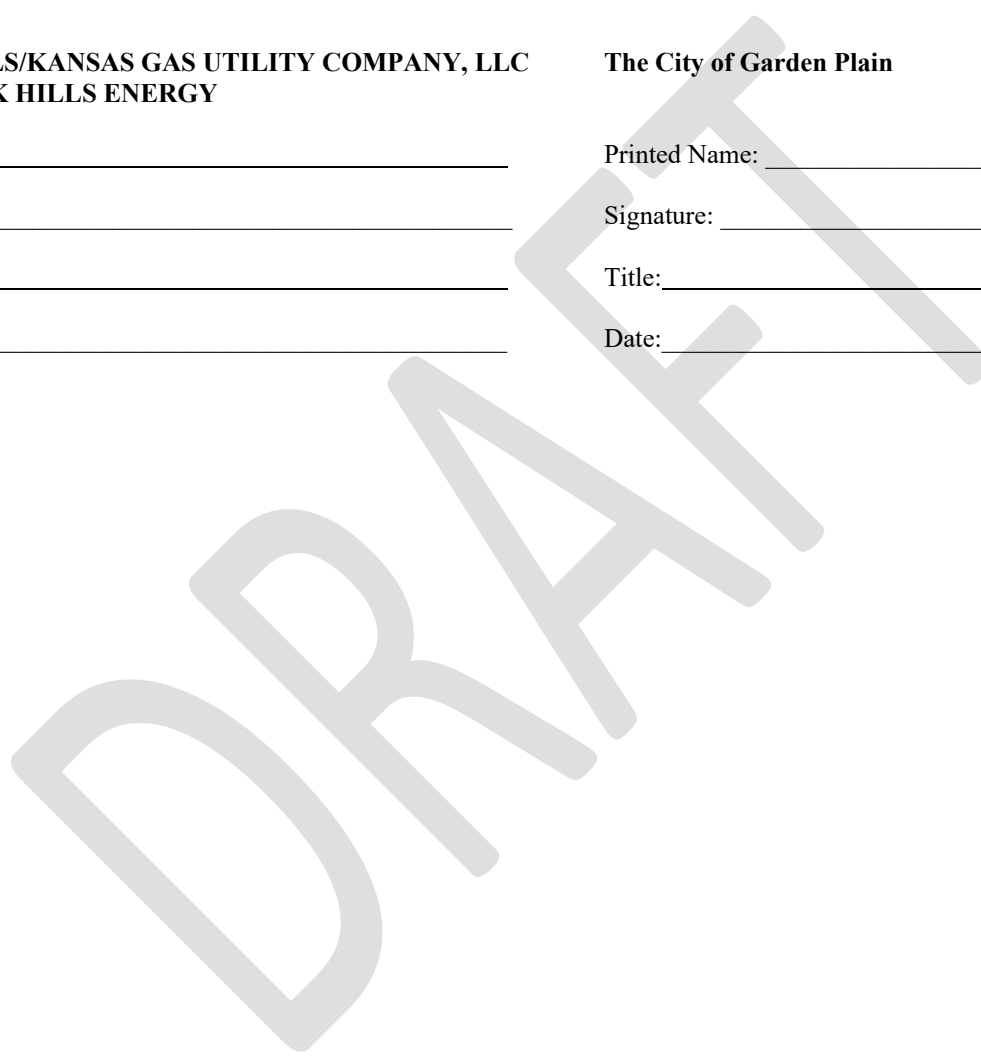


EXHIBIT B

As set forth in paragraph 4 of the LVTS Agreement, the rates to be charged Customer for services under this Agreement shall be the maximum rate filed under Company's Rate Schedule LVTS and Tariff Riders, as applicable, as the same may be revised from time to time for that service, unless Customer and Company have otherwise agreed in writing in a separate agreement identified as Exhibit B to this Agreement.

DRAFT

Exhibit B

DRAFT – FOR DISCUSSION PURPOSES ONLY



BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC, D/B/A BLACK HILLS ENERGY

LARGE VOLUME TRANSPORTATION SERVICE (“LVTS”) TRANSPORTATION NEGOTIATED SERVICES AGREEMENT

This Large Volume Transportation Service (“LVTS”) Negotiated Services Agreement (“Agreement”) is entered into this **1st day of May, 2026**, by and between Black Hills/Kansas Gas Utility Company, LLC, d/b/a Black Hills Energy (“Company”) and **The City of Garden Plain** (“Customer”), collectively the “Parties.”

Article 1: Negotiated Services Parameters

1.1 Negotiated Term: From: **May 1, 2026** Through: **April 30th, 2031**

1.2 Associated Agreement:

Contract Number _____ (“Associated Agreement”) between Company and Customer, or successors in interest, dated the 1st day of May 2026. Company and Customer agree that this Agreement is incorporated by reference as part of the Associated Agreement for any and all purposes.

1.3 Delivery Charge:

\$0.6200 per MMBtu delivered

1.4 Eligible Delivery Point(s) to which the Discounted Delivery Charge shall apply:

Delivery Point: New meter with a meter number *to-be-determine*, serving as the demarcation point between Company and Customers facilities located near the SE ¼ Section of 6-T28S-R4; Sedgwick County, Kansas.

Article 2: Negotiated Terms and Conditions

2.1 The Negotiated Charges (as set forth in Section 1.3) shall only apply to service provided to Customer by Company under the Associated Agreement for the Negotiated Term listed in Section 1.1.

2.2 The Negotiated Charges (as set forth in Section 1.3) shall only apply to service provided to Customer by the Company under the Associated Agreement to the Eligible Delivery Point(s) listed in this Agreement, for the Negotiated Term listed in Section 1.1. Any quantities transported on the Associated Agreement from any non-Eligible Delivery Point shall be charged all applicable maximum charges and surcharges as set forth in Company’s Tariff, as may be revised from time to time.

2.3 By accepting the Negotiated Charges herein, the Customer agrees not to bypass Company’s system or use alternate interstate or local distribution facilities not approved or authorized by Company for natural gas service for the Customer. In addition, Customer agrees that Company will be the sole natural gas service provider to Customer. During the term of this agreement, Customer hereby agrees to provide assurance that Customer’s current alternative supply is physically “valved-off” from Customer’s gas distribution system.

2.4 Unless expressly agreed to in writing by Company, all applicable rates set forth in the Associated Agreement shall apply to service provided to Customer by Company. This includes, but is not limited to, all applicable maximum rates, charges, surcharges and penalties of any nature set forth in the Associated Agreement.

Exhibit B

DRAFT – FOR DISCUSSION PURPOSES ONLY

2.5 This Agreement shall be binding upon and inure to the benefit of any successor(s), substantially as an entirety, to either Company or Customer by merger, consolidation or acquisition. Either Company or Customer may assign or pledge this Agreement and all rights and obligations under the provisions of any mortgage, deed or trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, neither Company nor Customer shall assign this Agreement or any of its rights hereunder without first having obtained formal written consent of the other(s). Such consent shall not be unreasonably withheld.

2.6 The provisions described in this Agreement are effective through the primary term of this Negotiated Agreement, unless revised provisions are ordered by the Kansas Corporation Commission (“Commission”), directly or indirectly, in a rate or other proceeding in which (1) Company is not granted a discount adjustment on transportation of gas that reflects the full negotiated price and terms under this Agreement or (2) rates otherwise are established for Company reflecting revenues in excess of those paid under the terms of this Agreement. If Company is not granted such discount adjustment or otherwise is subjected to a revenue imputation, Company shall not be required to discount service under this Agreement below any rate authorized, directly or indirectly, by the Commission. In such event, the higher Commission-authorized rate will be charged, or this Agreement and the Associated Agreement can be terminated upon thirty (30) days' prior written notice from Company to Customer.

2.7 This Agreement shall supersede and replace any existing Negotiated Services Agreement between the Parties under the Associated Agreement.

Article 3: Other Terms and Conditions

3.1 Company will invoice Customer for volumes measured at the Delivery Point(s) as defined in paragraph 1.4 of this negotiated services agreement and agrees that imbalances shall exist at the delivery point(s). So long as Customer’s gas supplier, Kansas Municipal Gas Agency (“KMGA”, “aggregator”, “supplier”) maintains Aggregator status with Company by maintaining an approved Marketer Aggregation Agreement with Company, Customer and Company agree that such imbalances for Customer will be settled with Customer’s gas supplier (KMGA) for natural gas deliveries to Company’s meters serving Customer. In the event supplier’s Marketer Aggregation Agreement is terminated, Company will not provide these services under this Article 3 and Customer will be responsible for all applicable transportation charges, including any imbalances, cash-outs, or other penalties, effective under the Large Volume Transportation Rate schedule and Company’s tariff.

Article 4: Signatures

4.1 The individual signing the Agreement on behalf of Customer represents and warrants that he or she is an officer of the Customer or otherwise possesses the requisite authority to do so and thereby bind the Customer to this Agreement and agrees to indemnify and hold harmless Company from any claim that such authority did not exist.

**BLACK HILLS/KANSAS GAS UTILITY COMPANY,
LLC, D/B/A BLACK HILLS ENERGY
("Company")**

**The City of Garden Plain
("Customer")**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

TO: Garden Plain City Council
FR: Morgan Koon, City Attorney
RE: Discussion and Consideration of a Request to Sedgwick County to Expand the City's Urban Area of Influence (UAI)

Background:

Analysis of the Extraterritorial Jurisdictional Authority and Area of Influence for Cities of the Third Class in the State of Kansas

The spatial governance and regulatory reach of municipal corporations in the State of Kansas are defined by a complex interplay of constitutional home rule and statutory enabling legislation. For a city of the third class (Garden Plain), the "Area of Influence" (AOI) —formally conceptualized in the Kansas Statutes Annotated (K.S.A.) as extraterritorial jurisdiction—serves as a critical mechanism for managing the transition between urban and rural land uses. The AOI generally extends three miles beyond the corporate city limits, and provides for a platform for cities to implement zoning and subdivision regulations that align with long-term comprehensive plans.

Garden Plain is defined as a "City of the Third Class" by Kansas statute. A city of the third class is a community with less than 2,000 citizens. The designation comes with specific authority for what cities can and cannot control, including growth, expansion, and regulations such as City and Zoning Codes.

Is the UAI different from an Extraterritorial Jurisdiction (ETJ)? No, the UAI and the ETJ are essentially the same thing, differing terminology/wording. The same three miles from the current city limit apply. These zoning rules and regs were established at a state level in the 1960's.

The conditions for exercising this authority include:

- 1. Establishment of a Planning Commission:** The city must have a planning commission that includes representation from the extraterritorial area. Specifically, at least two members of the commission must reside within the three-mile radius but outside the city limits (*check – the City of GP has several Planning Commission Members in the UAI Area*).
- 2. Comprehensive Plan Integration:** The land must be included in a comprehensive plan that has been recommended by the City's Planning Commission and approved by the city governing body (*check – the City PC reviews the City's Comprehensive Plan on a regular basis and takes into account current and anticipated growth in the western side of Sedgwick County*).
- 3. County Jurisdictional Status:** The City may only zone in the ETJ if the County does not currently have zoning regulations in effect for that specific area or has explicitly excluded the land from county-level zoning (*check – the City of GP doesn't have any zoning regulations for specific development project proposals in the City's current and proposed expanded AOI. Current zoning regulations only apply inside of the City's corporate boundaries*).
- 4. Procedural Notice:** The city is required to provide written notice to the Board of County Commissioners (BOCC) at least 60 days before initiating the zoning ordinance for the extraterritorial area (*check – the City of GP Planning Commission is prepared to issue such a notice, should the need arise*).

Restrictions and Protections within the Area of Influence

The AOI is not a zone of unrestricted municipal power. The Kansas Legislature has established "safe harbor" provisions to protect agricultural interests and ensure that extraterritorial power is not used as a tool for predatory annexation or purely fiscal gain at the expense of rural residents.

If a property is located within a City's, does that mean it is annexed into the City Limit? No, property that is located in the AOI is not annexed into the City's corporate boundaries (City limit). It does not affect property taxes. If a property is outside of the City Limit, the City has no power over your property taxes. They continue to be determined by the County.

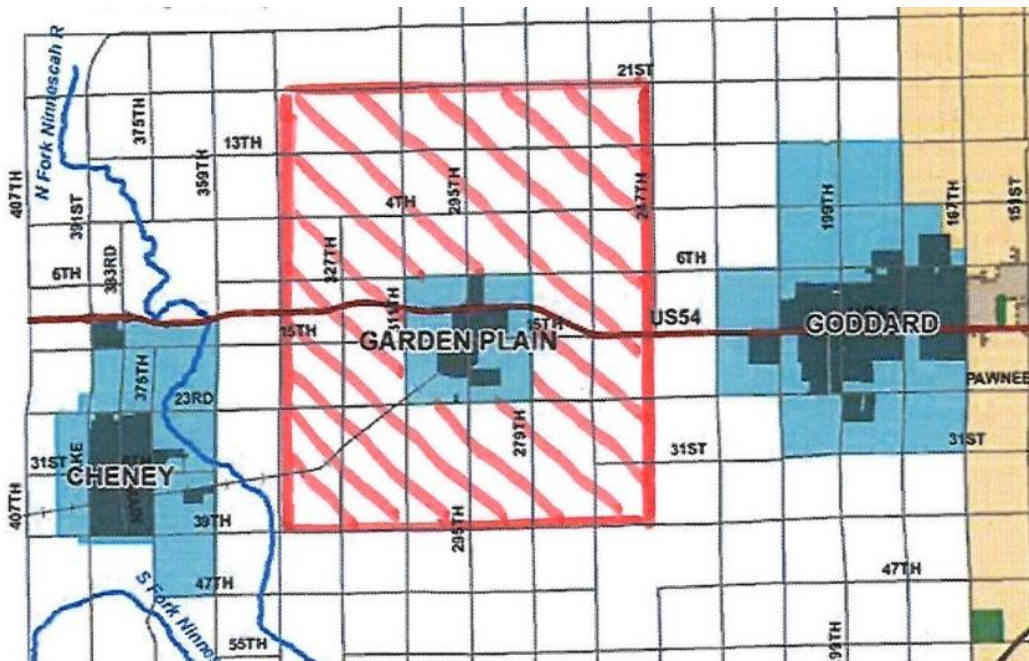
Due Process and Public Notice Requirements

The exercise of power by a City in the AOI is subject to strict procedural oversight. K.S.A. 12-747 and 12-749 require that any action to adopt or amend zoning regulations affecting the AOI must be preceded by a public hearing. Notice of this hearing must be published in the official city newspaper at least 20 days prior to the public hearing. In GP's case, the official city newspaper is the City's website:

www.gardenplain.com.

The Sedgwick County "Urban Area of Influence" Model

While the three-mile radius is the statutory default, specific counties have developed more sophisticated "Urban Area of Influence" (UAI) frameworks through interlocal agreements. The Wichita-Sedgwick County Metropolitan Area Planning Department (MAPD) has a very detailed processes and specifications for UAIs; establishment, expansions, development of properties in the UAI areas via their [2015-2035 Community Investments Plan \(Comprehensive Plan\)](#). The UAI can be enlarged upon the city's request and the Board of County Commissioners' approval. The map below shows the City of Garden Plain's current AOI in blue. The City Council will be considering a proposed expansion to expand the AOI to the area shown in red.



The City Council's request for consideration for expansion of the current GP UAI will be sent to the City of Garden Plain Planning Commission. Following their review, the request will be forwarded to the County Planning Commission. From the County Planning Commission, a recommendation to approve the request as presented, a modified amendment, or denial of the request is forwarded to the Board of County Commissioners (BOCC) for final action.

What is the process for an application for development within a City's UAI? When the county receives a zoning or conditional use permit (CUP) application within a City's UAI, the county planning director must notify the city's planning commission. If the city's planning commission recommends against the proposal within 30 days, the county's governing body (Board of County Commissioners) can only approve the application by a super-majority vote. This provides small communities like GP with a powerful "say" in developments that occur just outside their borders.

Strategic Growth and Infrastructure Readiness

By having a say on proposed developments located within the city's AOI, it helps the City with logical planning and zoning, as well with potential requests to expand city owned infrastructure. The city recognizes that uncontrolled, substandard development in the fringe area of our community can hinder, delay, or impede future growth.

Political and Legislative Contention: The Future of UAIs

The three-mile Area of Influence is currently one of the most volatile topics in Kansas municipal politics. Senate Bill 37 (SB 37), introduced in the 2025 legislative session, aims to repeal the three-mile extraterritorial planning and zoning authority for cities entirely. This means that the City has no say in any residential, commercial, or industrial developments that may affect the City and requested public services and utilities.

Recommended Action: The City Council is asked to:

1. Review the proposed expansion of the City of Garden Plain's AOI and recommend the same to the City of Garden Plain Planning Commission/Board of Zoning Appeals.

Attachments:

None