



**CITY COMMISSION MEETING**  
City Hall, 1507 Main Street, Hays, KS  
Thursday, August 14, 2025 – 4:00 P.M.  
**AGENDA**

1. Call to order by Chairperson.
2. **MINUTES:** Consider approval of the minutes from the regular meeting held on July 24, 2025. ([PAGE 1](#))
3. **CITIZEN COMMENTS:** (non-agenda items).
4. **CONSENT AGENDA:** (Items to be approved by the Commission in one motion, unless objections are raised).

**UNFINISHED BUSINESS**

(No business to review)

**NEW BUSINESS**

5. **COVENANT ESTATES FIRST ADDITION – RESOLUTION ESTABLISHING BENEFIT DISTRICT:** Approve Resolution No. 2025-012 authorizing the creation of a special benefit district for infrastructure improvements, in the estimated amount of \$2.9 million, for the development of 32 lots within the Covenant Estates First Addition. ([PAGE 7](#))
6. **COVENANT ESTATES FIRST ADDITION – ENGINEERING SERVICES AGREEMENT:** Approve the Engineering Services Agreement with Sloan Engineering and Consulting, for an amount not to exceed \$221,000, for the infrastructure design of Covenant Estates First Addition. ([PAGE 21](#))
7. **OPIOID FUND GRANT REQUEST:** Approve grant funding, in the amount of \$45,481, for High Plains Mental Health Center to purchase chairs for social detoxification treatment and infusion pumps for their new Crisis Intervention Center, to be paid from the City's Opioid Settlement Fund. ([PAGE 63](#))
8. **COMMISSION INQUIRIES AND COMMENTS**
9. **EXECUTIVE SESSION (IF REQUIRED)**
10. **ADJOURNMENT**

ANY PERSON WITH A DISABILITY NEEDING SPECIAL ACCOMMODATIONS TO ATTEND THIS MEETING SHOULD CONTACT THE CITY MANAGER'S OFFICE 48 HOURS PRIOR TO THE SCHEDULED MEETING TIME. EVERY ATTEMPT WILL BE MADE TO ACCOMMODATE ANY REQUESTS FOR ASSISTANCE.



MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF HAYS, KANSAS  
HELD ON JULY 24, 2025

**1. CALL TO ORDER BY CHAIRPERSON:** The Governing Body of the City of Hays, Kansas met in regular session on Thursday, July 24, 2025 at 4:00 p.m.

Roll Call: Present: Sandy Jacobs

Mason Ruder

Alaina Cunningham

Reese Barrick

Shaun Musil

Mayor Jacobs declared a quorum was present and called the meeting to order.

**2. MINUTES:** There were no corrections or additions to the minutes of the regular session held on July 10, 2025; the minutes stand approved as presented.

**3. FINANCIAL STATEMENT:** Kim Rupp, Director of Finance, reviewed the financial summaries of the revenue and expenditure activities of the City of Hays for the month ended June 30, 2025.

Month to date (MTD) general fund sales tax collections were at \$816,000, which was an increase of \$51,000 or 6.7% as compared to last year. Year to date (YTD) general fund sales tax is still trending up at \$125,653 or 2.7%. The six-month average was at 2.7%, which was a year over year increase of 2.7%. YTD County sales tax collections were at \$580,223 up \$23,000.

The total par value of the US Treasuries for June was \$11,717,000 with a weighted average yield to maturity of 4.2% down 0.5% from a year ago. The total of the portfolio of certificates of deposit on June 30, 2025 was \$58,400,000 with a weighted average rate to maturity of 4.5% down 0.3%. The total balance of the Money Market account on June 30, 2025 was \$4,200,000 with a current yield of 3.388% down 0.77% from a year ago. Total investments were up \$1,465,701.

Commissioner Musil moved, Commissioner Cunningham seconded, to approve the Financial Statement for the month of June 2025 as presented.

Vote: Ayes: Sandy Jacobs

Mason Ruder

Alaina Cunningham

Reese Barrick

Shaun Musil

**4. CITIZEN COMMENTS:** There were no comments.

**5. CONSENT AGENDA:** There were no items on the Consent Agenda for consideration.

### **NEW BUSINESS**

**6. CDBG GRANT FOR PROPERTY AT 1012 MAIN STREET (ONE TWENTY SEVEN INVESTMENTS LLC) – PUBLIC HEARING:** Jarrod Kuckelman, Assistant City Manager, stated that since the Community Development Block Grant (CDBG) has a very strict dated timeline, a publication was missed and Mr. Kuckelman apologized for having to do the public hearing again.

Mayor Jacobs declared the public hearing open to allow citizens to comment on the Community Development Block Grant (CDBG) request by One Twenty Seven Investments LLC.

There were no questions or comments.

Commissioner Barrick moved, Commissioner Ruder seconded, to close the public hearing to hear comments on the Community Development Block Grant (CDBG) request by One Twenty Seven Investments LLC.

Vote: Ayes: Sandy Jacobs

Mason Ruder

Alaina Cunningham

Reese Barrick

Shaun Musil

**7. HAYS HOUSING STUDY UPDATE:** Collin Bielser, Deputy City Manager, stated in 2022 the City of Hays contracted with the firm RDG to perform a housing study for the community. A housing study is required by state statute before the economic incentive tool, Reinvestment Housing Incentive District (RHID), can be used. The study included a market analysis and roundtables with lenders, builders, and other interested parties.

According to the City's policy, the housing study must be reviewed every three years. RDG was contracted once again to update the study, which focused on a current analysis of the community's housing market by looking at demographic, building, and market data.

Mr. Bielser presented that there has been higher permit activity in the previous five years, the mix of housing has shifted from single-family and duplex to single-family and multi-family, and the increase in interest rates beginning in late 2022 may have led to a lower number of houses being built in 2024.

The study does a development projection to show what is needed to support a 1% growth rate. Approximately 87 living units need to be built every year to achieve that growth.

Discussion was held about how in the last few years there have been more homes built in the City of Hays than there ever has been, and that is still not enough.

Doug Williams, Executive Director of Grow Hays, stated we can't guarantee 1% growth, but if we want to achieve 1% growth, we can't do it without building a sufficient amount of housing. However, 1% growth is a very aggressive growth rate, and Hays has not grown like that since the 1970's and 1980's. He added, the City of Hays currently has a backlog of demand for homes.

Mr. Williams stated that you have to take some of this information with a grain of salt because some of the statistical data is taken from the Census or other surveys, which the study tries to use broadly between cities.

Mr. Bielser agreed and stated that RDG and the report says that the City should use this to look for opportunities.

Mr. Dougherty, City Manager, stated that the housing study is a good guideline to use, especially since Commission policy requires an update every three years. It will give a report showing if the City is making progress or not.

Mayor Jacobs stated that she can't imagine the City ever basing all their actions off of one report; the City does a better job of that by investigating what is going on in the community before making decisions.

Mr. Bielser stated that the most popular tool for developers to finance low-income housing projects is the federal low-income housing tax credit. Recent federal legislation made improvements to this program and tax structure and due to those changes in federal law, analysts project an additional 1 million affordable housing units could be built over the next decade. Resources at the State are also available to encourage development of low-income housing units; however, last year the State legislature approved a bill to cut the Kansas Affordable Housing Tax Credit. Local governments typically help these types of developments through incentive programs. Given the cost of housing is so high and return is low, the ability to construct housing subdivisions with new roads and other infrastructure for the most vulnerable, is extremely difficult. Increasing supply in other price ranges could open up housing opportunities for other income ranges, but if new development were to be pursued, infill projects seem to be the most appropriate approach to tackling this challenge.

Commissioner Musil asked what the Commission can do to help developers develop low-income housing.

Discussion was held about all of the incentives that are offered. It was the consensus that the City of Hays offers support of all the Federal and State tax credit incentives.

One barrier to building low-income housing is that we do not have a developer that has been able to build a property to suffice the low-income market. Mr. Dougherty added that the City would have to have a construction market that would support and have the ability to sustain to be able to comply with all the Federal Regulations that come with low-income housing.

Mr. Dougherty added that there is such an imbalance of what it costs to build a property and then rent it out, it is a different animal because it is a loss for the developer to rent the property for low rates. Therefore, that is why it typically takes Federal and State tax credits to incentivize this type of building.

Commissioners agreed that they should all be proud of what the City of Hays has been doing in regard to encouraging development; however, the City should not be satisfied and should keep working toward the future to build the community.

**8. PROGRESS REPORT:** Collin Bieler, Deputy City Manager, presented a monthly report of city-related activities, services, and programs.

**9. HAYS HAPPENINGS/UPCOMING EVENTS:** Melissa Dixon, Director of the Convention and Visitors Bureau, presented information on events that will be going on in Hays during the month of August.

**10. COMMISSION INQUIRIES AND COMMENTS:** Commissioner Musil thanked everyone for the road work done on 32<sup>nd</sup> Street, it is complete and wonderful to drive on. The other Commissioners echoed these sentiments.

Commissioner Barrick stated the Sternberg Museum finished its summer camps and they had kids from 30 different States and three different Countries. He added there's so many cool things going on in Hays that bring people to town, and it is just a fun time of year.

Commissioner Cunningham stated that in regard to the housing study, the Commission did make updates to the Unified Development Code (UDC), and she has heard from many builders that it has helped, and they appreciate that their opinions were asked.

Commissioner Ruder commented about how being out at the airport he was impressed that the parking lot was full of vehicles from other Kansas Counties and out of State. It's great to see the airport always being utilized and packed with people.

Mayor Jacobs appreciated the presentation on housing. She wants the public to be assured that the Commission is cognizant of the risk when they bond, they are informed, they have researched, and they use incentives because they

have seen them work. Mayor Jacobs stated that she is proud of what they are doing and proud of the community and where we are heading.

The meeting was adjourned at 5:19 p.m.

Submitted by: \_\_\_\_\_

Jami Breit – City Clerk



## City Commission Meeting AGENDA ITEM COVER SHEET

**COMMISSION AGENDA ITEM NO. 5**

**MEETING DATE: 8-14-2025**

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**TOPIC:**

Covenant Estates First Addition – Resolution Establishing Benefit District

**ACTION REQUESTED:**

Approve Resolution No. 2025-012 authorizing the creation of a special benefit district for infrastructure improvements, in the estimated amount of \$2.9 million, for the development of 32 lots within the Covenant Estates First Addition.

**NARRATIVE:**

Covenant Land & Developing Inc. (Developer) has petitioned the City for street, stormwater, water, and sanitary sewer improvements to an area containing 32 lots in the Covenant Estates First Addition through the use of a benefit district. The engineer's estimate for total construction costs is \$2.9 million. This project is consistent with past residential developments within the City of Hays that have utilized benefit districts. There are no oversizing costs for the City in this project, so no City capital will be expended for the construction of this project.

All materials have been reviewed by the City's special legal counsel, Gilmore & Bell, P.C., and are found to meet all the requirements of Kansas law and the City's Development Policy. Staff recommends that the Commission adopt the Resolution authorizing the creation of a special benefit district for the Covenant Estates First Addition.

**PERSON/STAFF MEMBER(S) MAKING PRESENTATION:**

Jarrod Kuckelman, Assistant City Manager

**ADMINISTRATION RECOMMENDATION:**

Staff recommends approving the Resolution authorizing the creation of a special benefit district for improvements in the Covenant Estates First Addition, in an estimated amount of \$2.9 million.

**ATTACHMENTS:**

Staff Memo  
Map of Benefit District  
Covenant Estates First Addition Final Plat  
Resolution No. 2025-012  
Signed Petition



## **City Commission Work Session**

### **Agenda Memo**

**From:** Jarrod Kuckelman, Assistant City Manager

**Work Session:** August 7, 2025

**Subject:** Covenant Estates First Addition – Resolution to Establish a Benefit District

**Person(s) Responsible:** Jarrod Kuckelman, Assistant City Manager

#### **Summary**

Covenant Land & Developing Inc. (Developer) has petitioned the City for street, stormwater, water, and sanitary sewer improvements to an area containing 32 lots in the Covenant Estates First Addition through the use of a benefit district. The engineer's estimate for total construction costs is \$2.9 million. This project is consistent with past residential developments within the City of Hays that have utilized benefit districts. There are no oversizing costs for the City in this project, so no City capital will be expended for the construction of this project.

All materials have been reviewed by the City's special legal counsel, Gilmore & Bell, P.C., and are found to meet all the requirements of Kansas law and the City's Development Policy. Staff recommends that the Commission adopt the Resolution authorizing the creation of a special benefit district for the Covenant Estates First Addition.

#### **Background**

This is the first phase of the Covenant Estates development, with further phases planned in the coming years. The rezoning, final plat, and annexation for Phase 1 were completed in May of this year. A portion of Phase 1 is being proposed to be developed at this time, while the remainder will be developed in the future. The Developer has used this type of benefit district for other developments in Hays, most notably the King's Gate Addition.

#### **Discussion**

Covenant Land & Developing Inc. has signed and filed a petition for the City to make infrastructure improvements to an area containing 32 lots in the Covenant Estates First Addition. The improvements to be made include work to extend street, stormwater, water, and sanitary sewer for the development. The engineer's estimate

for total construction costs of these improvements is \$2.9 million. The project is consistent with past residential developments in Hays that have utilized benefit districts, and no oversizing costs to the City are expected. Because of this, no City capital will be expended for the purposes of this project.

The general nature of the proposed improvements is as follows:

- The construction of 33<sup>rd</sup> St, Jonathan Ave, Princess Ave, and 35<sup>th</sup> St, including all related curb, gutter, and stormwater improvements. The stormwater quality and control improvements will be sufficient to serve the entirety of Phase 1.
- The construction of approximately 2,100 linear feet of water lines, fire hydrants, service connections, and all other necessary and related water improvements.
- The construction of approximately 2,800 linear feet of sanitary sewer lines, manholes, sanitary sewer service connections, and all other necessary and related sanitary sewer improvements.

32 lots are being proposed to be developed at this time. 54 total lots were included in the final plat for Phase 1 of the Covenant Estates First Addition, and the remaining 22 lots will be developed in the future, as will the additional 55 acres of property the Developer owns to the north of Phase 1.

## **Legal Consideration**

Special legal counsel, Gilmore & Bell P.C., has reviewed all the documentation submitted. All aspects of the Petition and Resolution comply with Kansas law and the City's Development Policy.

## **Financial Consideration**

The Developer is intending to finance the development project through the creation of a special benefit district. 70% of the costs will be allowed to be special assessed, with the remaining 30% being paid in full by the Developer prior to the award of the construction contract.

## **Options**

The City Commission has the following options:

- Approve the Resolution authorizing the creation of the special benefit district for the Covenant Estates First Addition.
- Decline to approve the Resolution.
- Provide other direction to City staff.

## **Recommendation**

Staff recommends approving the Resolution authorizing the creation of a special benefit district for improvements in the Covenant Estates First Addition in an estimated amount of \$2.9 million.

## **Action Requested**

Approve the Resolution authorizing the creation of a special benefit district for infrastructure improvements in the estimated amount of \$2.9 million for the development of 32 lots within the Covenant Estates First Addition.

## **Supporting Documentation**

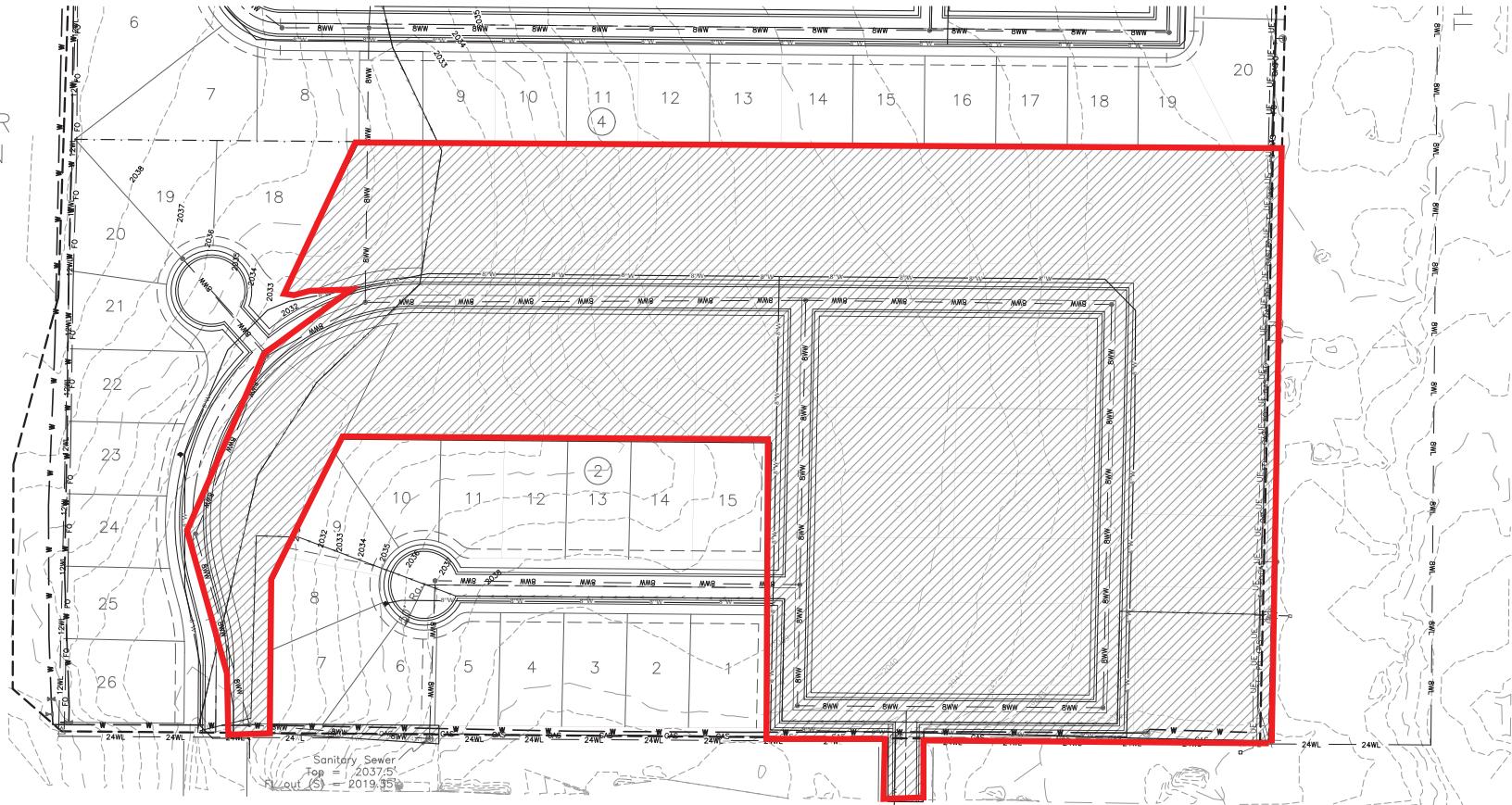
Map of Benefit District

Covenant Estates First Addition Final Plat

Signed Petition

Resolution

GRAYSTAR  
ADDITION



COUNTRY CLUB ESTATES  
SIXTH ADDITION  
  
COLUMBINE  
DRIVE

COUNTRY CLUB ESTATES  
FIFTH ADDITION

COUNTRY CLUB ESTATES  
FOURTH ADDITION  
  
CHERRY  
HILL  
DRIVE

Special Benefit District Map Area



COVENANT ESTATES  
PHASE 1 PART A  
SPECIAL BENEFIT DISTRICT

No.	REVISION	BY	DATE	DATE: 6/10/25 SCALE: 1" = 60' PROJECT NO. ---- DESIGNED BY: HCS DRAWN BY: HCS CHECKED BY: DEC REVISED BY: XXX
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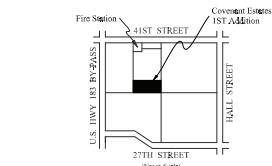
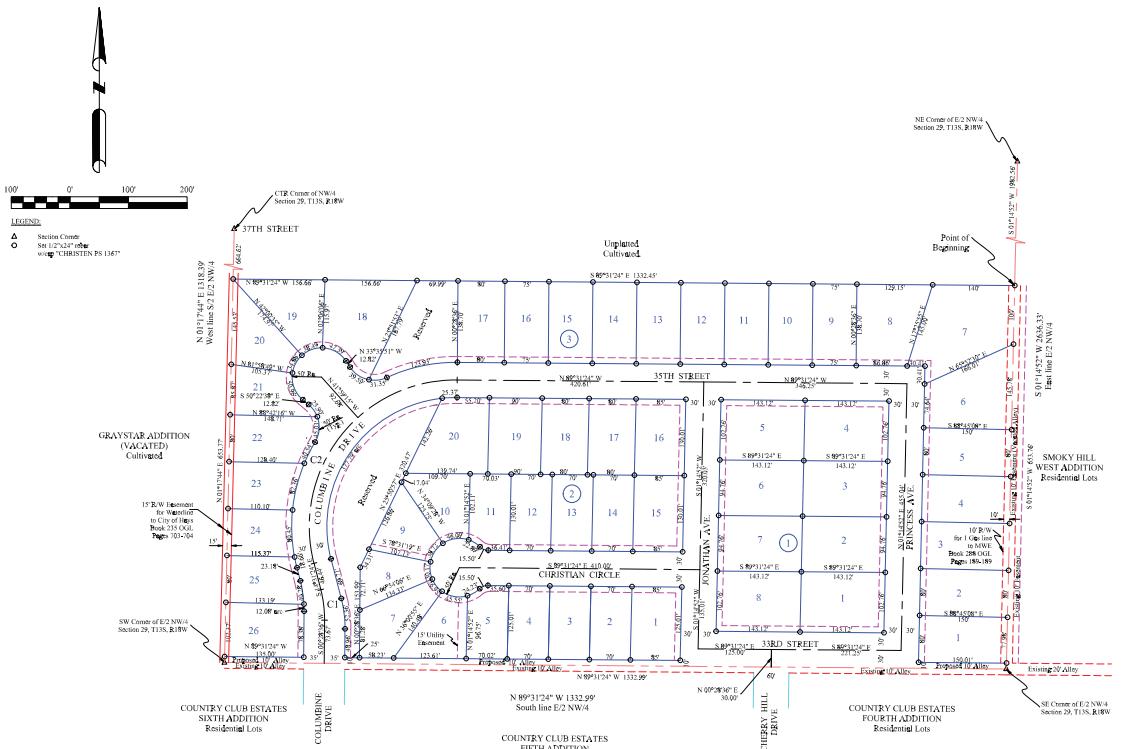
FOR REVIEW:  
THIS DOCUMENT IS RELEASED  
FOR THE PURPOSE OF  
REVIEW UNDER THE  
AUTORITY OF SLOAN,  
E. 1707 MT. PLEASANT RD.  
IT IS NOT TO  
BE USED FOR CONSTRUCTION  
PURPOSES UNTIL A  
PERMIT OR CONSTRUCTION  
PERMIT IS ISSUED.



COVENANT ESTATES SPECIAL BENEFIT DISTRICT MAP  
PRELIMINARY DESIGN EXHIBIT  
PROJECT NO: 2408-39-001

SHEET NO.  
1 OF 1

Final Plat of  
**COVENANT ESTATES 1ST ADDITION**  
City of Hays, Ellis County, Kansas



Curve	Radius	Arc Length	Chord Bearing	Chord Length	Defl.
C1	200.00'	92.38'	N 070°12'47" W	52.21'	185°07'00.1"

Number of Lots: 54 Lots  
Smallest Lot: 0.184 Acres 7999 Sq. Ft.  
Largest Lot: 0.509 Acres 21,799 Sq. Ft.  
Average Size of Lot: 0.259 Acres 11,242 Sq. Ft.  
Reserved Areas: Storm Water, Green Space, Multi-use Path  
1.06 Acres 46,870.6 Sq. Ft.

Block	Lot No.	Square Feet	Acre	Use
1	1	10,625	0.244	Residential
2	2-3	13,581	0.311	
4-5	14,706	0.338		
6-7	13,561	0.311		
8	14,706	0.338		
9-16	10,402	0.239		
17	11,092	0.255		
18	12,033	0.272		
19	12,033	0.276		
20	10,356	0.238		
21	10,356	0.238		
22	11,436	0.265		
23	937	0.215		
24	3,866	0.009		
25	10,452	0.230		
26	12,266	0.202		

Block      Lot No.      Square Feet      Acre      Use

**LEGAL DESCRIPTION:**  
A tract of land in the First Half of the Northwest Quarter of Section 29, Township 13 South, Range 18 West of the Sixth Principal Meridian, Ellis County, Kansas, as gathered by Darren E. Christon, PS 1367, on August 16, 2024, and more particularly described as follows:

Comprising the Northwest Quarter of the First Half of the Northwest Quarter of Section 29, Township 13 South, Range 18 West, Thence a grid Beginning South 10 minutes 12 seconds West of the East line of the First Half of the Northwest Quarter of said Section 29 a distance of 1982.56 feet to the Point of Beginning, Thence continuing South 01 degrees 14 minutes 52 seconds West along the East line of the First Half of the Northwest Quarter to the Point of Beginning; Thence North 89 degrees 31 minutes 24 seconds East of the First Half of the Northwest Quarter, Thence North 89 degrees 31 minutes 24 seconds East a distance of 1332.45 feet to the Point of Beginning. Said tract contains 20.000 acres more or less and is subject to any covenants or rights-of-way of record.

**APPROVALS:**  
This plat, Covenant Estates 1st Addition, has been submitted to and approved by the Hays Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_ 2024

Matthew Wheeler, Chairperson

Joseph Broecker, Secretary

The Dedication shown on this plat are accepted by the City Commission of the City of Hays, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_ 2025

Sandy Jacobs, Mayor

**ATTEST:**

Jenni Breit, City Clerk

Donald F. Hoffman, Attorney for the City of Hays

**TRANSFER:**

Entered on transfer record this \_\_\_\_\_ day of \_\_\_\_\_ 2025

Bobbi Deering, County Clerk

**RECORDED:**

State of Kansas, County of Ellis, ss:

This is to certify that this instrument was filed for record in the Register of Deeds Office on the \_\_\_\_\_ day of \_\_\_\_\_ 2025, in Book \_\_\_\_\_ Page \_\_\_\_\_

Rebecca Herzog, Register of Deeds

Resolution # \_\_\_\_\_ filed for record in Book \_\_\_\_\_ Page \_\_\_\_\_

Plat and Dedication documents filed for record in Book \_\_\_\_\_ Page \_\_\_\_\_

**OWNER'S CERTIFICATE:**

Know all men by these presents, that I, the undersigned property owner of the land above described have caused the same to be surveyed and platted into Lots, and said Lots, the same to be recorded in the manner directed and as from time to time, plan, and map, may be employed for the purpose of dividing, re-dividing, and merging said Lots, or otherwise used, by the public over, under, and along the strips marked "Utility Easement".

Covenant Land & Developing Inc. Katherine E. Burnett, President

Date \_\_\_\_\_

**NOTARY CERTIFICATE:**

State of Kansas, County of Ellis, ss:

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_ 2025, before me, a Notary Public to and for said County and State, came Katherine E. Burnett, President of Covenant Land & Developing Inc., and she presented to me the foregoing instrument for recording, and I have hereto set my acknowledgment the execution of same in testimony whereof, I have hereunto set my hand and affixed my notarial seal, the day and year above written.

Notary Public

My Commission Expires, \_\_\_\_\_

NOTE:  
Field work completed on March 23, 2025

Borings shown on this survey are 4' deep. Kansas State Plane North Zone, NAD 1983 (2025)

Description closure provided - 1867.95', closure near driveway to 1867.95'. Survey No. N-6571021 W, description page = 20,000 acres

All corners shown on survey are on legal

Property lines for all corners will be under the construction of streets and buildings.

All utility easements are 10' in width, unless otherwise dimensioned.

**REVIEW SURVEYOR:**  
This survey is being reviewed and approved for filing pursuant to KSA 12-305. No corner is to be moved or changed without the written consent of the surveyor.

\_\_\_\_\_  
Date of \_\_\_\_\_

**SURVEYOR'S CERTIFICATE:**  
I, the undersigned, a Registered Surveyor in the State of Kansas, do hereby certify that the survey shown on this plat is made to the best of my knowledge and belief,

\_\_\_\_\_ Date of \_\_\_\_\_

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**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF HAYS, KANSAS  
HELD ON AUGUST 14, 2025**

The City Commission (the “Governing Body”) met in regular session at the usual meeting place in the City, at 4:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

\* \* \* \* \*

(Other Proceedings)

There was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Commissioner \_\_\_\_\_ presented and moved for the adoption of a Resolution entitled:

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF HAYS, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (INTERNAL IMPROVEMENTS – COVENANT ESTATES – PHASE 1A).**

Commissioner \_\_\_\_\_ seconded the motion to adopt the Resolution. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the following vote of the Governing Body:

Yea: \_\_\_\_\_.

Nay: \_\_\_\_\_.

The Mayor declared the Resolution duly adopted and the Resolution was numbered Resolution No. 2025-\_\_\_\_\_ and was signed by the Mayor and attested by the City Clerk; and the City Clerk was directed to cause the publication of the Resolution one time in the official City news outlet and to record the Resolution in the Office of the Register of Deeds of Ellis County, Kansas, all as required by law.

\* \* \* \* \*

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

**CERTIFICATE**

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Hays, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

---

Jami Breit  
City Clerk

(Published in the official City news outlet on August 15, 2025)

**RESOLUTION NO. 2025-012**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF HAYS, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (INTERNAL IMPROVEMENTS – COVENANT ESTATES – PHASE 1A).**

---

**WHEREAS**, a petition (the “Petition”) was filed with the City Clerk of the City of Hays, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City-at-large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*; and

**WHEREAS**, the governing body of the City hereby finds and determines that said Petition was signed by the owners of 100% of the property or properties proposed to be included in the improvement district liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of K.S.A. 12-6a01 *et seq.* (the “Act”).

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HAYS, KANSAS:**

**Section 1. Findings of Advisability.** The governing body hereby finds and determines that:

- (a) It is advisable to make the following improvements (the “Improvements”):

The installation of water lines, sanitary sewer lines, and storm sewers along, and the grading, paving, curbing and guttering of, 33<sup>rd</sup> Street, Jonathan Avenue, Princess Avenue, and 35<sup>th</sup> Street, to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$2,900,000, exclusive of interest on financing and administrative and financing costs; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

(c) The extent of the improvement district (the “Improvement District”) to be assessed for the cost of the Improvements is:

Lots 1 – 10, Block 1; Lots 16 – 20, Block 2; and Lots 1 – 17, Block 3; all in Covenant Estates, an addition to the City of Hays, Ellis County, Kansas.

(d) The method of assessment is: equally per lot (32 lots).

In the event all or part of the lots or parcels in the proposed Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large (with the developer paying 30% of such cost and 70% of such costs being assessed against the improvement district) as provided within "Infrastructure Guidelines for New Development" adopted by the Governing Body of the City of Hays, Kansas, June 8, 2017.

(f) The signers of the Petition, in the aggregate, are the owners of 100% of the property or properties proposed to be included in the Improvement District, and have acknowledged that:

(i) The Petition is one submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto;

(ii) The proposed Improvement District does not include all properties which may be deemed to benefit from the proposed Improvements; and

(iii) The signers' names may not be withdrawn from the Petition by the signers thereof after the Governing Body commences consideration of the Petition or later than seven days after such filing, whichever occurs first.

**Section 2. Authorization of Improvements.** The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section 1** of this Resolution.

**Section 3. Bond Authority; Reimbursement.** The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

**Section 4. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City news outlet, and shall also be filed of record in the office of the Register of Deeds of Ellis County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the governing body of the City on August 14, 2025.

(SEAL)

By: \_\_\_\_\_

Name: Sandy Jacobs

Title: Mayor

ATTEST:

By: \_\_\_\_\_  
Name: Jami Breit  
Title: City Clerk

### **CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on August 14, 2025, as the same appears of record in my office.

DATED: August 14, 2025.

By: \_\_\_\_\_  
Name: Jami Breit  
Title: City Clerk

**PETITION  
(INTERNAL IMPROVEMENTS – COVENANT ESTATES – PHASE 1A)**

TO: The Mayor and City Commission (the “Governing Body”)  
City of Hays, Kansas

1. The undersigned, being the owners of 100% of the property or properties proposed to be included in the hereinafter described improvement district liable for assessment for the hereinafter described proposed improvement of the City of Hays, Kansas (the “City”), do hereby request that said improvement be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the “Act”).

(a) The improvement proposed to be made is as follows (the “Improvements”):

The installation of water lines, sanitary sewer lines, and storm sewers along, and the grading, paving, curbing and guttering of, 33<sup>rd</sup> Street, Jonathan Avenue, Princess Avenue, and 35<sup>th</sup> Street, to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$2,900,000, exclusive of interest on financing and administrative and financing costs; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of a resolution authorizing the Improvements.

(c) The extent of the improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Lots 1 – 10, Block 1; Lots 16 – 20, Block 2; and Lots 1 – 17, Block 3; all in Covenant Estates, an addition to the City of Hays, Ellis County, Kansas.

(d) The method of assessment is: equally per lot (32 lots).

In the event all or part of the lots or parcels in the proposed Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large (with the developer paying 30% of such cost and 70% of such costs being assessed against the improvement district) as provided within “Infrastructure Guidelines for New Development” adopted by the Governing Body of the City of Hays, Kansas, June 8, 2017.

(f) The signers of this Petition, in the aggregate, are the owners of 100% of the property or properties proposed to be included in the Improvement District, and acknowledge that:

(i) This Petition is one submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto;

(ii) The proposed Improvement District does not include all properties which may be deemed to benefit from the proposed Improvements; and

(iii) The signers' names may not be withdrawn from this Petition by the signers thereof after the Governing Body commences consideration of this Petition or later than seven days after such filing, whichever occurs first.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

[BALANCE OF PAGE INTENTIONALLY BLANK]

Signature	Dated	Property Owned Within Proposed Improvement District
<i>Covenant Land + Development James Bell Jr.</i>	7-21-25	Block 1 - Lots 1-10, Block 2 - Lots 1-17 + 16-20 Block 3

\*\*\*\*\*

THIS PETITION was filed in my office on \_\_\_\_\_; and was examined, considered and found sufficient by the Governing Body on \_\_\_\_\_.

\_\_\_\_\_  
City Clerk



## City Commission Meeting AGENDA ITEM COVER SHEET

**COMMISSION AGENDA ITEM NO. 6**

**MEETING DATE: 8-14-2025**

---

**TOPIC:**

Covenant Estates First Addition – Engineering Services Agreement

**ACTION REQUESTED:**

Approve the Engineering Services Agreement with Sloan Engineering and Consulting, for an amount not to exceed \$221,000, for the infrastructure design of Covenant Estates First Addition.

**NARRATIVE:**

The developer (Covenant Land & Developing, Inc.) of Covenant Estates First Addition is moving forward with development plans for street, storm sewer, water, and sanitary sewer improvements to an area containing 32 lots in the Covenant Estates First Addition, Phase 1. Sloan Engineering and Consulting has prepared a contract for engineering services to include civil engineering design, contractor bid solicitation, bid review, and final recommendation. The contract is for an amount not to exceed \$221,000. Staff recommends that the Commission authorize the City Manager to sign the Engineering Services Agreement with Sloan Engineering and Consulting for professional services related to improvements to Phase One of the Covenant Estates First Addition, in an amount not to exceed \$221,000.

**PERSON/STAFF MEMBER(S) MAKING PRESENTATION:**

Jesse Rohr, Director of Public Works

**ADMINISTRATION RECOMMENDATION:**

Staff recommends that the Commission authorize the City Manager to sign the Engineering Services Agreement with Sloan Engineering and Consulting for professional services related to improvements to Phase One of the Covenant Estates First Addition, for an amount not to exceed \$221,000.

**ATTACHMENTS:**

Staff Memo  
Visual  
Engineering Services Agreement



## City Commission Work Session

### Agenda Memo

**From:** Jesse Rohr, Director of Public Works

**Work Session:** August 7, 2025

**Subject:** Covenant Estates First Addition – Engineering Services Agreement

**Person(s) Responsible:** Jesse Rohr, Director of Public Works

#### **Summary**

The developer (Covenant Land & Developing, Inc.) of Covenant Estates First Addition is moving forward with development plans for Street, Storm Sewer, Water, and Sanitary Sewer Improvements to an area containing 32 lots in the Covenant Estates First Addition, Phase 1. Sloan Engineering and Consulting has prepared a contract for engineering services to include civil engineering design, contractor bid solicitation, bid review, and final recommendation. The contract is for an amount not to exceed \$221,000. Staff recommends that the Commission authorize the City Manager to sign the Engineering Services Agreement with Sloan Engineering and Consulting for professional services related to improvements to Phase One of the Covenant Estates First Addition in an amount not to exceed \$221,000.

#### **Background**

This proposed development of Covenant Estates First Addition includes 56 lots for single family home construction. Phase One of the First Addition will include 32 lots. This phase will consist of approximately 2,100 feet of water line, 2,800 feet of sanitary sewer, and 2,100 feet of street improvements. Platting, zoning and annexation of the development was approved in May of 2025. Phase One of the project has a planned construction timeframe starting spring of 2026.

#### **Discussion**

The developer (Covenant Land & Developing, Inc.) of Covenant Estates First Addition is moving forward with development plans for Street, Storm Sewer, Water, and Sanitary Sewer Improvements to an area containing 32 lots in the Covenant Estates First Addition, Phase 1. Sloan Engineering and Consulting has prepared a contract for engineering services to include civil engineering design, contractor bid solicitation, bid review, and final recommendation. The contract is for a lump sum not to exceed \$221,000. The construction of the

streets will be completed along with the associated utilities (water, sanitary sewer, and storm sewer) as specified by the City of Hays Development Policy Infrastructure Guidelines for New Development. The current timeline has construction starting during the spring of 2026.

### **Legal Consideration**

There are no known legal obstacles to proceeding as recommended by Staff.

### **Financial Consideration**

The not to exceed amount of \$221,000 for engineering services per the Engineering Services Agreement will be funded out of Capital Projects. The overall project will be funded through a Special Benefit District which is being requested under a separate agenda item.

### **Options**

The City Commission has the following options:

- Approve the Engineering Services Agreement
- Do not approve the Agreement and provide other alternatives

### **Recommendation**

Staff recommends that the Commission authorize the City Manager to sign the Engineering Services Agreement with Sloan Engineering and Consulting for professional services related to improvements to Phase One of the Covenant Estates First Addition for an amount not to exceed \$221,000.

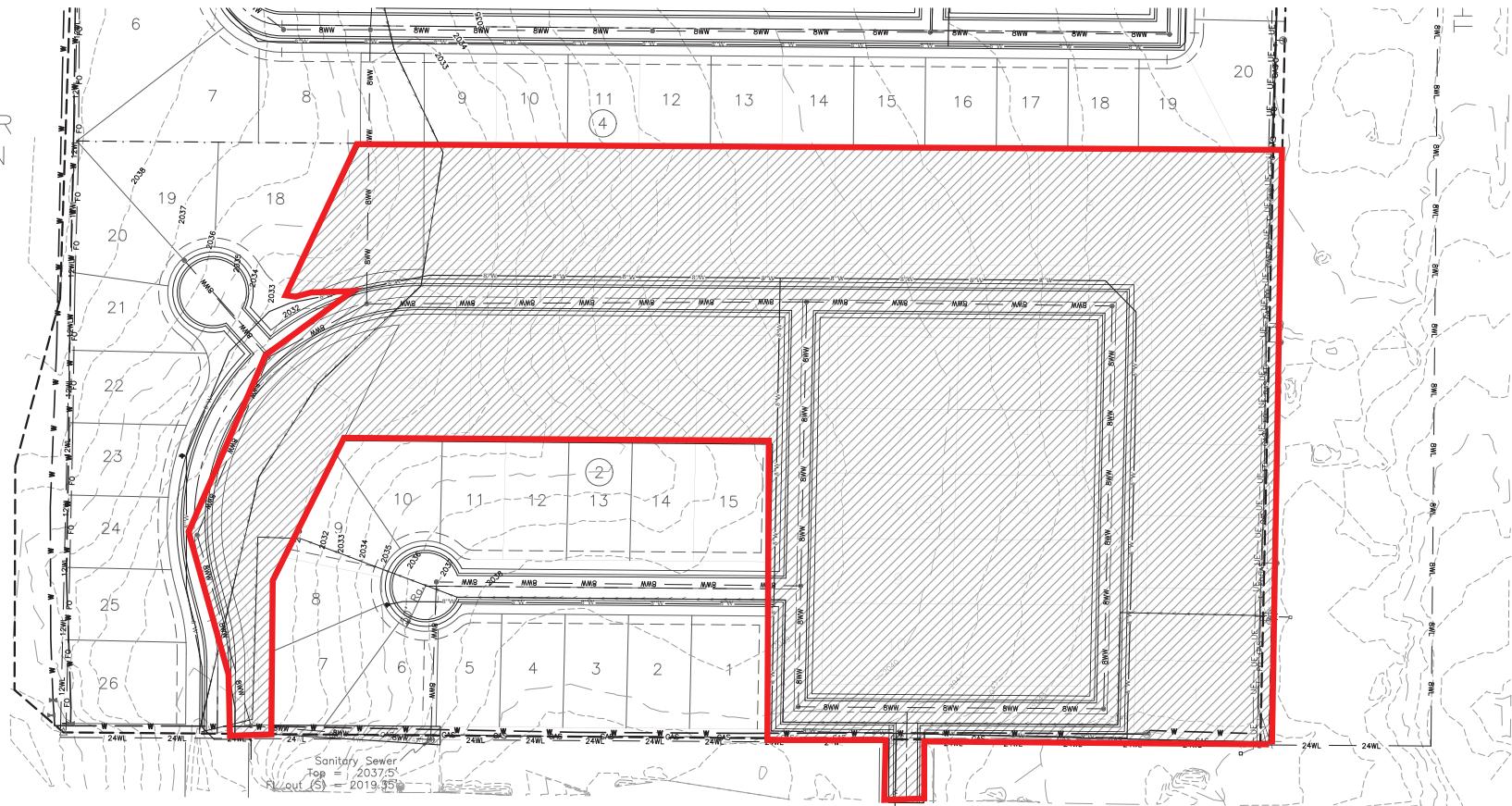
### **Action Requested**

Approve the Engineering Services Agreement with Sloan Engineering and Consulting for an amount not to exceed \$221,000 for the infrastructure design of Covenant Estates First Addition.

### **Supporting Documentation**

Visual  
Engineering Services Agreement

GRAYSTAR  
ADDITION



COUNTRY CLUB ESTATES  
SIXTH ADDITION  
  
COLUMBINE  
DRIVE

COUNTRY CLUB ESTATES  
FIFTH ADDITION

COUNTRY CLUB ESTATES  
FOURTH ADDITION  
  
CHERRY  
HILL  
DRIVE

Special Benefit District Map Area



COVENANT ESTATES  
PHASE 1 PART A  
SPECIAL BENEFIT DISTRICT

No.	REVISION	BY	DATE	DATE: 6/10/25 SCALE: 1' = 60' PROJECT NO. ---- DESIGNED BY: HCS DRAWN BY: HCS CHECKED BY: DEC REVISED BY: XXX
-----	----------	----	------	---



FOR REVIEW:  
THIS DOCUMENT IS RELEASED  
FOR THE PURPOSE OF  
REVIEW UNDER THE  
AUTHORITY OF THE SLOAN  
E&I #20464 ON  
6/10/25. IT IS NOT TO  
BE USED FOR CONSTRUCTION  
PERMIT OR CONSTRUCTION.



COVENANT ESTATES SPECIAL BENEFIT DISTRICT MAP  
PRELIMINARY DESIGN EXHIBIT  
PROJECT NO: 2408-39-001

SHEET NO.  
1 OF 1

**AGREEMENT BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

**FOR  
DESIGN ENGINEERING SERVICES  
COVENANT ESTATES PHASE 1-A**

**BETWEEN**

**CITY OF HAYS, KS**

**AND**

**SLOAN ENGINEERING AND CONSULTING, LLC**



# AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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## AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between City of Hays, Kansas (Owner) and Sloan Engineering and Consulting, LLC (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as Covenant Estate Phase 1-A (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as civil engineering design of residential streets, wet utilities, and the conveyance and treatment of stormwater, coupled with the required state regulatory review and permitting.

Owner and Engineer further agree as follows:

### ARTICLE 1—SERVICES OF ENGINEER

#### 1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

### ARTICLE 2—OWNER'S RESPONSIBILITIES

#### 2.01 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:
  1. design objectives and constraints;
  2. space, capacity, and performance requirements;
  3. flexibility and expandability needs;
  4. design and construction standards;
  5. budgetary limitations; and
  6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
  1. Property descriptions.
  2. Zoning, deed, and other land use restrictions.
  3. Surveys, topographic mapping, and utility documentation.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.
  6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
  7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.
- E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
- F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- 2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents
- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
1. Owner's standard contract forms, general conditions (if other than the current edition of EJCD® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;

2. insurance and bonding requirements;
  3. protocols for electronic transmittals during bidding and construction;
  4. Owner's safety and security programs applicable to Contractor and other Constructors;
  5. diversity and other social responsibility requirements;
  6. bidding and contract requirements of funding, financing, or regulatory entities;
  7. other specific conditions applicable to the procurement of construction or contract documents;
  8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

**2.03 Owner-Furnished Services**

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
  2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
  3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.
- C. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
  2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.

D. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
  1. any development that affects the scope or time of performance of Engineer's services;
  2. the presence at the Site of any Constituent of Concern; or
  3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:

1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
  - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
  - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.

## 2.05 Payment

- A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.
- B. Engineer's compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

Description of Service	Amount	Basis of Compensation
1. Basic Services (Article 1 of Exhibit A)	\$171,000.00	Lump Sum
2. Additional Services (Article 2 of Exhibit A)	EXHIBIT J	Hourly Rate
4.		

1. Lump sum amounts incorporate Engineer's labor, overhead, profit, and Engineer's Subcontractor and Subconsultants' charges.

## ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

### 3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

### 3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

## ARTICLE 4—INVOICES AND PAYMENTS

### 4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

### 4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
  1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
  2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

## ARTICLE 5—OPINIONS OF COST

### 5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

**ARTICLE 6—GENERAL CONSIDERATIONS**

6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures
  1. Engineer and Owner shall comply with applicable Laws and Regulations.
  2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date to Laws and Regulations,
    - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
    - c. changes after the Effective Date to Owner-provided written policies or procedures.

- F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and are subject to the following provisions:
  - 1. When requested by Owner, Engineer will perform any clerical or administrative acts reasonably necessary to confirm or record the transfer of Engineer's interests in the Documents to the Owner, and Owner will reimburse the Engineer for its costs to comply with the transfer request.
  - 2. Engineer shall have and retain the ownership, title, and property rights, including copyright, patent, and common law rights, in any design elements (including but not limited to standard details, drawings, plans, specifications, methodologies, and engineering computations) used in the Documents, but developed by Engineer or its Subconsultants previous to or independent of this Agreement ("Previously/Independently Created Works"). Engineer shall provide appropriate verification of such previous or independent development upon Owner's request.
  - 3. Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants.
  - 4. Nothing herein limits the Engineer's right of use or reuse of Previously/Independently Created Works or any of Engineer's non-Document work product.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.
- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:

1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
  2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
  3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
  4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall procure and maintain insurance as set forth in Exhibit G.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.
- G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written

notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

#### 6.04 Suspension and Termination

##### A. Suspension

1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
  - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
  - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
  - c. if events beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

##### B. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
  - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
  - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

- b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
  - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
- C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.
- 1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
  - 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

#### 6.05 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:

1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

**6.06 Dispute Resolution**

- A. Unless otherwise agreed in writing by the Parties, Owner and Engineer shall resolve all disputes in the following manner:
  1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice.
  2. If the parties fail to resolve any dispute through negotiations under Paragraph 6.06.A.1, then the parties may exercise their rights at law in accordance with Paragraph 6.07 of this Agreement.

**6.07 Controlling Law; Venue**

- A. This Agreement is to be governed by the Laws and Regulations of the state of Kansas, and the parties agree that the District Court of Ellis County, Kansas in which the Project is located, has the sole jurisdiction of the parties to and subject matter of this Agreement.

**6.08 Environmental Condition of Site**

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
  1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
  2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
  3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.

- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:
  1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
  2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.09 Indemnification

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees,

Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

- B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:
  - 1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
  - 2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

#### 6.10 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

#### 6.11 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.

- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

## ARTICLE 7—DEFINITIONS

### 7.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
  1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.
  3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
  4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
  5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
  6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
  7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
  8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction

Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer’s Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. Engineer—The individual or entity named as such in this Agreement.
23. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
24. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field

- Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
- 30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.
  - 31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
  - 32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
  - 33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
  - 34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
  - 35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
  - 36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
  - 37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
  - 38. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract

Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

39. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

## ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

### 8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer's Services.

- B. Exhibit B, Deliverables Schedule.
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form). – PROVIDED AS NEEDED
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. – NOT USED
- E. Exhibit E, EJCDC® C-626, Notice of Acceptability of Work (form). – NOT USED
- F. Exhibit F, Electronic Documents Protocol (EDP). – NOT USED
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution. – NOT USED
- I. Exhibit I, Limitations of Liability. – NOT USED
- J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

**8.02 Total Agreement**

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

**8.03 Designated Representatives**

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

**8.04 Engineer's Certifications**

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

**8.05 Conflict of Interest**

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.

B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:

1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Agreement's Effective Date is August 14th, 2025.

Engineer:

**Sloan Engineering and Consulting, LLC**

(name of organization)

By:

(individual's signature)

Date: August 14th, 2025

(date signed)

Name: Hale C. Sloan, P.E.

(typed or printed)

Title: Owner/Principal

(typed or printed)

Attach evidence of authority to sign.

Attest:

(individual's signature)

Title: Hale C. Sloan

(typed or printed)

Address for giving notices:

**Sloan Engineering and Consulting, LLC**

1070 Mount Pleasant Road

Hays, Kansas 67601

Designated Representative:

Name: Hale C. Sloan

(typed or printed)

Title: Owner/Principal

(typed or printed)

Address:

1070 Mount Pleasant Road

Hays, Kansas 67601

Phone: 785-621-4692

Email: hale@sloanec.com

Owner:

**City of Hays, Kansas**

(name of organization)

By:

(individual's signature)

Date:   

(date signed)

Name:   

(typed or printed)

Title:   

(typed or printed)

Attach evidence of authority to sign.

Attest:

(individual's signature)

Title:   

(typed or printed)

Address for giving notices:

**City of Hays, Kansas**

1002 Vine Street

Hays, Kansas 67601

Designated Representative:

Name:   

(typed or printed)

Title:   

(typed or printed)

Address:

Phone:   

Email:

# **EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

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## **EXHIBIT A—ENGINEER’S SERVICES**

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Article 1 of the Agreement, Services of Engineer, is supplemented to include the following provisions:

Baseline Information: Owner has furnished the following Project information to Engineer as of the Effective Date. Engineer’s scope of services has been developed based on this information. As the Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

**Project Title: Covenant Estates Phase 1-A**

Description of Improvements: Street, Water, Wastewater, and Stormwater improvements, Permitting and Bid Letting

Expected Construction Start: Spring 2026

Facility Location(s): Hays, Kansas

Current Project Budget Estimate: \$3,000,000.00 USD

Funding Sources: 70/30 - City/Developer Special Assessment

Project Assumptions:

The following services are not included: Architectural, Landscape Architectural, Construction Administration, Geotechnical, Structural.

Following preliminary development, only one design iteration will be completed during the design phase of this project. Any changes after this iteration, requiring more than minor civil engineering modifications, will be conducted under additional service contract(s).

Engineer shall provide Basic and Additional Services as set forth below.

## **ARTICLE 1—BASIC SERVICES**

**\*Please note that (City of Hays) and (Owner) are used interchangeably throughout ARTICLE 1. \***

- 1.01 Preliminary feasibility studies for street, water, wastewater and stormwater design efficacy have been completed during the City of Hays preliminary platting process.
- 1.02 The Project consists of approximately 2,100 linear feet of residential streets, 2,100 linear feet of eight (8) inch waterline system, 2,800 linear feet of eight (8) inch wastewater line system with manholes, and 20.00 acres of surface area for stormwater runoff that will drain, be routed, and captured by a network of surface conveyance, curb inlets, and stormwater pipes. The stormwater system is planned to utilize one (1) reserve area on the southwestern portion of the site to detain and treat the stormwater to meet the City of Hays stormwater requirements.
- 1.03 Engineer will prepare civil engineering construction documents for the construction of the proposed residential streets, wastewater conveyance system, water service distribution system, and site stormwater conveyance, detention and remediation through planned stormwater BMP areas.
- 1.04 Design Phase engineering will include the development of construction documents to be reviewed by the Owner at 30% Preliminary, 90% First Final, and 100% Second Final design phases. Construction costs estimates will be updated at design phase completion intervals.
- 1.05 Additional land survey required for the completion of this project has been included in the lump sum fee within this agreement.
- 1.06 Engineering design will follow the requirements of the City of Hays Policy Manual “Development Policy Infrastructure Guidelines for New Development” REV 6-8-2017. Stormwater design will also follow City of Hays Post Construction Stormwater Best Management Practices REV 3-7-2017. Should more recent versions of these guidelines exist, Owner shall notify Engineer.
- 1.07 Following final design acceptance by the City of Hays, water and wastewater designs will be submitted to the Kansas Department of Health and Environment (KDHE), for State approval and construction permit issuance.
- 1.08 For city and state stormwater requirements, Engineer will compile and submit erosion and sedimentation control documents to KDHE to satisfy National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) for authorization to discharge stormwater runoff from construction activities. In addition, a stormwater pollution prevention plan (SWPPP) will be developed and shared with the City of Hays and future contractor(s).
- 1.09 Utilizing the Owner’s existing standard bidding Front-End documents and required specifications, the Engineer will compile the bid documents and specifications for the project and assist Owner to conduct a project bid letting for the construction of the planned improvements. Engineer will field questions from prospective bidders and coordinate with Owner to issue addendums to original bid documents, if necessary. Engineer will attend a proposed pre-bid meeting, attend bid opening, and compile bids to make a recommendation of award to the Owner. Engineer will

coordinate a Pre-Construction meeting with Owner's staff and awarded contractor following Owner's award of bid.

**1.10 Construction Phase**

- A. At the Owner's request a separate construction phase engineering services contract will be completed to include construction phase observation, testing and inspection. This engineering services agreement specifically does not include construction phase engineering services.

**ARTICLE 2—ADDITIONAL SERVICES**

**2.01 Additional Services Requiring Owner's Written Authorization**

- A. If authorized in writing by Owner, Engineer shall provide Additional Services. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.

**EXHIBIT B—DELIVERABLES ESTIMATED SCHEDULE**

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Project Kick-Off Meeting.....	August 20, 2025
Field Surveys and Data Collection.....	Aug - Sept 2025
30% Preliminary Design Submittal.....	November 20, 2025
City Review of 30% Design.....	December 4, 2025
Utility Coordination and Permitting.....	December 2025
90% Design Submittal.....	January 23, 2026
City Review of 90% Design.....	January 30, 2026
100% Final Design and Bid Document Submission.....	February 27, 2026
City Review of 100% Design Plans.....	March 6, 2026
Bid Solicitation Phase.....	March 20, 2026
Pre-Bid Meeting.....	April 3, 2026
Bid Compilation and Award Recommendation.....	April 17, 2026

**EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT – PROVIDED AS NEEDED**

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**AMENDMENT TO OWNER-ENGINEER AGREEMENT**

Amendment No. [Enter Amendment Number]

Owner: City of Hays

Engineer: Sloan Engineering and Consulting, LLC

Project: Covenant Estates Phase 1-A

Effective Date of Owner-Engineer Agreement: TBD

Nature of Amendment: (Check those that apply)

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

**[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include cost breakdown and documentation, if applicable.]**

Agreement Summary: [REDACTED]

Original agreement amount: \$

Net change for prior amendments: \$

This amendment amount: \$

Adjusted Agreement amount: \$

Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is [Enter Effective Date of Amendment].

Owner

\_\_\_\_\_  
(typed or printed name of organization)

By: \_\_\_\_\_  
(individual's signature)

(Attach evidence of authority to sign.)

Date: \_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Engineer

\_\_\_\_\_  
(typed or printed name of organization)

By: \_\_\_\_\_  
(individual's signature)

(Attach evidence of authority to sign.)

Date: \_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

## **EXHIBIT G—INSURANCE**

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### **ARTICLE 1—INSURANCE**

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

#### **1.01 Insurance Policies and Limits**

- A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

<b>Coverage</b>	<b>Policy limits of not less than:</b>
<b>Workers' Compensation</b>	
State	Statutory
<b>Employer's Liability</b>	
Each accident	\$
Each employee	\$
Policy limit	\$
<b>Commercial General Liability</b>	
General Aggregate	\$500,000
Personal and Advertising Injury	\$500,000
Bodily Injury and Property Damage—Each Occurrence	\$500,000
<b>Automobile Liability</b>	
Bodily Injury	
Each Person	\$250,000
Each Accident	\$
Property Damage	
Each Accident	\$500,000
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$
<b>Excess or Umbrella Liability</b>	
Each Occurrence	\$
General Aggregate	\$
<b>Professional Liability</b>	
Each Claim	\$
Annual Aggregate	\$2,000,000
<b>Unmanned Aerial Vehicle Liability Insurance</b>	
Each Claim	\$
General Aggregate	\$
<b>Other Insurance [Specify]</b>	
Each Claim	\$
General Aggregate	\$

**EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**  
**COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM**

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**ARTICLE 1—COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM**

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 1.01:

**1.01 Compensation for Basic Services (other than Resident Project Representative)—Lump Sum Method of Payment**

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (except for Resident Project Representative services, if any) as follows:

1. A Lump Sum amount of \$171,000.00 based on the following estimated distribution of compensation:

a.	Preliminary Design Phase	\$42,750.00
b.	Final Design Phase	\$102,600.00
c.	Bidding and Negotiating Phase	\$25,650.00

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2. Alternate Design Fee Schedule – Provided as needed:

Covenant Estate Phase 1-A and Phase 2 Stormwater	\$193,000.00
Covenant Estate Phase 1-A and Phase 2 & 3 Stormwater	\$221,000.00

Article 1.01.A.2 is included for flexibility of total (Phase 1, 2, and 3) development stormwater design, which is contingent on property ownership and the development agreements made between the City of Hays and Covenant Land and Developing, Inc., a company owned by Katherine Burnett.

3. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but compensation will not exceed the total Lump Sum amount unless approved in writing by the Owner.
4. The Lump Sum includes compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).
5. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): Plan sets for approval processing, permit fees, etc.
6. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

B. Period of Service: The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 18 months. If such period of service is extended, the compensation amount for Engineer's services will be appropriately adjusted.

## **EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**

### **COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES**

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#### **ARTICLE 2—COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES**

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 3.01:

##### **2.01 Compensation for Additional Services—Standard Hourly Rates Method of Payment**

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
  1. For services of Engineer's personnel engaged directly on the Project pursuant to Exhibit A Paragraph 2.01 or 2.02, except for services as a consultant or witness under Exhibit A Paragraph 2.02.A.28 (which if needed will be separately negotiated based on the nature of the required consultation or testimony), an amount equal to the cumulative hours charged by each class of Engineer's personnel providing such Additional Services times Standard Hourly Rates for each applicable billing class, plus Additional Services-related Reimbursable Expenses and Additional Services-related Engineer's Subcontractors' and Subconsultants' charges, if any.
- B. Compensation for Reimbursable Expenses
  1. For those Reimbursable Expenses that are directly related to the provision of Additional Services, and are not already accounted for in the compensation for Basic Services or RPR-related services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1 to this Exhibit J when applicable.
  2. Such Reimbursable Expenses include, to the extent Additional Services-related, the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
  3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.05.
- C. Other Provisions Concerning Payment for Additional Services
  1. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of 1.05.
  2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted annually (as of 1/1/2026) to reflect equitable changes in the compensation payable to Engineer for Additional Services-related services and expenses.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES****APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE**

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Reimbursable Expenses are subject to review and adjustment per Exhibit J. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	\$ .04/page
Copies of Drawings	\$ \$1.00/sq. ft.
Mileage (auto)	\$ 0.70/mile (IRS STANDARD 2025)

**EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**

**APPENDIX 2: STANDARD HOURLY RATES SCHEDULE**

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**A. Standard Hourly Rates**

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit J and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Exhibit J.

**B. Schedule: Hourly rates for services performed on or after the date of the Agreement are:**

Principal	\$ 240/hour
Project Manager	\$ 190/hour
Senior Design Engineer	\$ 170/hour
Senior CADD Technician	\$ 125/hour
Survey Principal	\$ 175/hour



## City Commission Meeting AGENDA ITEM COVER SHEET

**COMMISSION AGENDA ITEM NO. 7**

**MEETING DATE: 8-14-2025**

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**TOPIC:**

Opioid Fund Grant Request

**ACTION REQUESTED:**

Approve grant funding, in the amount of \$45,481, for High Plains Mental Health Center to purchase chairs for social detoxification treatment and infusion pumps for their new Crisis Intervention Center, to be paid from the City's Opioid Settlement Fund.

**NARRATIVE:**

The City is in receipt of a grant request from High Plains Mental Health Center for distribution of Opioid Settlement funds. High Plains Mental Health Center will use the funds to purchase equipment for their new Crisis Intervention Center. The Opioid Funds are distributed by the State to municipalities and must be allocated for opioid and substance use disorder abatement. Staff recommends High Plains Mental Health Center receive \$45,481 in funding for the purchase of social detoxification treatment chairs and infusion pumps.

**PERSON/STAFF MEMBER(S) MAKING PRESENTATION:**

Don Scheibler, Chief of Police

**ADMINISTRATION RECOMMENDATION:**

Staff recommends the City Commission approve the Grant request as it complies with the settlement's distribution requirements.

**ATTACHMENTS:**

Staff Memo  
High Plains Mental Health Center Grant Application



## **City Commission Work Session**

### **Agenda Memo**

**From:** Collin Bielser, Deputy City Manager

**Work Session:** August 7, 2025

**Subject:** Opioid Fund Grant Request

**Person(s) Responsible:** Don Scheibler, Chief of Police

#### **Summary**

The City is in receipt of a grant request from High Plains Mental Health Center for distribution of Opioid Settlement funds. High Plains Mental Health Center will use the funds to purchase equipment for their new Crisis Intervention Center. The Opioid Funds are distributed by the State to municipalities and must be allocated for opioid and substance use disorder abatement. Staff recommends High Plains Mental Health Center receive \$45,481 in funding for the purchase of social detoxification treatment chairs and infusion pumps.

#### **Background**

In 2021, the Kansas Legislature adopted the Kansas Fights Addiction Act to address the ongoing opioid addiction crisis within the State and to direct how funds collected from the national opioid settlement were to be disbursed. The act requires that 25% of Kansas settlement funds are placed in the Municipalities Fight Addiction Fund and disbursed to cities and counties. The Opioid Settlement Fund receives money from settlements with pharmacies and drug manufacturers. These funds must be spent on projects and activities that prevent, reduce, treat, or mitigate the effects of substance abuse and addiction.

The City's Opioid Settlement Fund was first budgeted in 2023 and to date one funding request has been awarded.

#### **Discussion**

High Plains Mental Health Center is requesting \$49,964.81 in grant funds to purchase chairs for social detoxification treatment, infusion pumps, and a multitude of miscellaneous items for their new Crisis Intervention Center scheduled to open November 1<sup>st</sup>. After reviewing the application, City staff recommend awarding \$45,481 in grant funds for High Plains Mental Health Center to purchase the capital

items listed in their request, chairs for social detoxification treatment and infusion pumps.

The Crisis Intervention Center will likely be the first of its kind in the state, providing 22 patient rooms and two de-escalation rooms to serve adult clients experiencing mental health or substance use crises. It is expected to serve at least 500 clients annually and will be the closest option for residents in 28 western Kansas counties. The Center is meant to alleviate the wait list at Larned State Hospital.

The Opioid Settlement Fund was first budgeted in 2023 and to date one funding request has been awarded. In July 2023, High Plains Mental Health Center received over \$6,300 to pay for a fentanyl awareness symposium held at Fort Hays State University.

Across the State, there has been uncertainty among local agencies about the type of expenditures allowed underneath the settlement terms. Last August, the Kansas Attorney General's office published a guide on how Kansas municipalities can strategically allocate Opioid Settlement Funds, and earlier this year, hosted the State's first ever conference on the subject of allocating opioid settlement funds. Since that conference, City staff have created a grant application process and hope to work with our Public Relations Manager and partner agencies on advertising and distributing these funds.

Further settlement funds will be distributed to the City of Hays through 2038. Each year the amount distributed will vary but estimates from the Kansas Attorney General's Office expect over \$230,000 in proceeds over the next 14 years.

## **Legal Consideration**

There are no known legal obstacles to proceeding as recommended by City staff.

## **Financial Consideration**

\$56,893 of Opioid Settlement funds is included in the 2025 budget. Because the request is above the City Manager's spending authority (\$25,000), the City Commission must approve the distribution.

## **Options**

The City Commission has the following options:

- Approve the grant request
- Do not approve the Grant request
- Provide Staff with other direction

## **Recommendation**

Staff recommends the City Commission approve the Grant request as it complies with the settlement's distribution requirements.

## **Action Requested**

Approve grant funding in the amount of \$45,481 for High Plains Mental Health Center to purchase chairs for social detoxification treatment and infusion pumps for their new Crisis Intervention Center, to be paid from the City's Opioid Settlement Fund.

## **Supporting Documentation**

High Plains Mental Health Center Grant Application



# OPIOID FUND REQUEST



To apply please complete all questions

Requesting Agency

High Plains Mental Health Center

Amount Requested

\$49,964.81

Date

6/2/25

Abatement Strategy  
(Pick One)

- Prevention     Recovery     Harm Reduction     Public Safety & First Responders  
 Treatment     Link to Care     Provider & Health Systems

Group/Agency Receiving Payment

High Plains Mental Health Center

Itemized List of Costs

See Attachment

Brief Description

See Attachment

Office Use Only

Approved

Denied

Review Notes

City Staff met on June 19th at City Hall to discuss this request. A review of the requested items was completed. A recommendation was made to purchase seven (7) chairs for sobering/detoxification treatment and seven (7) large volume infusion pumps. The total cost of these items is \$45,481

These items will be used to treat individuals under the influence and help on providing much needed social detoxification services to our community. These items are appropriate purchases under the Opioid Settlement Agreement.

Present: Deputy City Manager Collin Bielser, Finance Director Kim Rupp, and Chief of Police Don Scheibler

Toby Dougherty  
City Manager

Don Scheibler  
Chief of Police

Date 6/19/25

### **Itemized List of Costs**

- Reclining chair for sobering/social detoxification treatment (7) @ \$3,497.28 each = \$24,480.96
- Large volume infusion pumps (7) @ \$3,000 each = \$21,000
- IV floor stands (7) @ \$191.65 each = \$1,341.55
- Omron Healthcare HEM-907XL = \$749.71
- Blood pressure rolling cart stand (3) @ \$90 each = \$270
- Portable manual blood pressure (3 of various sizes) = \$98.75
- Fingertip Pulse Oximeter (2) @ \$64.13 each = \$128.26
- Large disposable vinyl gloves (10) @ \$23.39 each = \$233.90
- Medium disposable vinyl gloves case = \$97.76
- Portable digital scale (2) @ \$499.47 each = \$998.94
- Disinfectant cleaning supplies for detox recliners (2) @ \$176.25 = \$352.50
- Emesis bags for waste collection and disposal (4) @ \$53.12 = \$212.48

### **Brief Description**

High Plains Mental Health Center will open a Crisis Intervention Center on Nov. 1, providing emergency treatment for mental health and substance use related crises. The CIC will accept both voluntary and involuntary referrals and bring much-needed social detoxification services to the community. These services will provide timely and appropriate access to specialized psychiatric, and substance use crisis treatment, while reducing the burden on law enforcement and emergency rooms. The Crisis Intervention Center will serve at least 800 individuals in the first year of service, and at least 75 of those individuals are expected to require sobering/substance use treatment services. We are requesting funding to assist with start-up costs associated with opening the CIC and bringing social detoxification services to the community. Currently, individuals who are under the influence of drugs or alcohol cannot be admitted to state psychiatric facilities until they sober up. Faced with a lack of safe detox treatment options, these individuals are often held in jails or emergency rooms, delaying access to the specialized treatment they need. Our CIC will save lives and change lives by providing immediate support and timely access to specialized care. All individuals presenting to the CIC with substance use concerns will be referred for appropriate treatment, which may include long-term rehab, outpatient therapy, Medication-Assisted Treatment and/or peer support. The Crisis Intervention Center will be located in a secure, renovated wing of Hadley Center, 205 E. 7th Street, in Hays.