



Memo

To: City Commission
From: Collin Bielser, Deputy City Manager
Date: January 9, 2025
Re: January 16, 2025, Work Session

Please find the attached agenda and supporting documentation for the January 16, 2025, Work Session.

Items 2 & 3 – 32nd/33rd Street Reconstruction – Award of Bid & Construction Engineering Services Agreement

Please refer to the attached memorandums from Jesse Rohr, Director of Public Works, regarding the agenda items for the Reconstruction of 32nd/33rd Street from Willow to Vine. The low bidder for the project, Vogts-Parga, is approximately \$245,000 under budget. Also for consideration is a Construction Engineering Services Agreement with Driggs Design Group in the amount of \$52,320 to perform daily project inspection, testing of soils, subgrade and concrete, shop drawing review and approval, and developing contractor pay applications for the project.

Item 4 – Annexation of Property Located at 800A Commerce Parkway (BEREXCO, LLC)

Please see the attached memorandum from Curtis Deines, Planning & Development Superintendent, regarding a consensual annexation request from BEREXCO, LLC for property they own at 800A Commerce Parkway. Staff recommends annexing the property due to it being contiguous to the City limits and the availability of City services.

Items 5, 6, and 7 – Tallgrass 4th Addition – Rezoning, Final Plat, and Engineering Services Agreement

Please refer to the attached memorandums from Curtis Deines, Planning and Development Superintendent, and Director of Public Works, Jesse Rohr, regarding the development of Tallgrass 4th Addition. This development is a continuation of Heart of America's residential development project. This new Addition includes 101 residential lots in total.

- The first item is rezoning the property from Agriculture District (A-L) and Residential General (R-G) to Residential Multi-Family (R-M). Residential Multi-Family is being

requested due to it providing more housing type options for the developer. However, single-family homes, which are still an allowable use within the R-M zoning, with smaller lots will be the focus for this phase. Staff, as well as the Hays Area Planning Commission (by a vote of 6-0), recommends approving the rezoning request.

- In addition to rezoning the property, the developer has submitted an application for the Final Plat of the subdivision. The proposed plat includes 101 lots in total and meets the requirements of the current subdivision regulations regarding lot size, setbacks, and specific utility requirements. Staff, as well as the Hays Area Planning Commission (by a vote of 6-0), recommend approving the Tallgrass 4th Addition Final Plat as submitted
- Lastly for consideration is an Engineering Services Agreement with Sloan Engineering and Consulting for professional services related to improvements to Tallgrass 4th Addition in the amount of \$249,850. This proposed development is slated to include 101 residential lots, and consists of over 4,500 feet of water line, sanitary sewer, and street improvements. Sloan Engineering and Consulting has prepared a contract for engineering services to include civil engineering design, contractor bid solicitation, bid review, and final contractor recommendation.



CITY COMMISSION WORK SESSION

City Hall, 1507 Main Street, Hays, KS

Thursday, January 16, 2025 – 4:00 P.M.

AGENDA

1. **December 19, 2024 Work Session Notes (PAGE 1)**
Department Head Responsible: Kim Rupp, Director of Finance
2. **32nd/33rd Street Reconstruction – Award of Bid (PAGE 5)**
Department Head Responsible: Jesse Rohr, Director of Public Works
3. **32nd/33rd Street Reconstruction – Construction Engineering Services Agreement (PAGE 13)**
Department Head Responsible: Jesse Rohr, Director of Public Works
4. **Annexation of Property Located at 800A Commerce Parkway (BEREXCO, LLC) (PAGE 19)**
Department Head Responsible: Jesse Rohr, Director of Public Works
5. **Tallgrass 4th Addition – Rezoning from Agriculture District (A-L) and Residential General (R-G) to Residential Multi-Family (R-M) (PAGE 27)**
Department Head Responsible: Jesse Rohr, Director of Public Works
6. **Tallgrass 4th Addition – Final Plat (PAGE 43)**
Department Head Responsible: Jesse Rohr, Director of Public Works
7. **Tallgrass 4th Addition – Engineering Services Agreement (PAGE 53)**
Department Head Responsible: Jesse Rohr, Director of Public Works
8. Other Items for Discussion
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.

City of Hays
City Commission
Work Session Notes

Thursday, December 19, 2024 – 4:00 p.m.

Present: Sandy Jacobs, Mason Ruder, Alaina Cunningham, Reese Barrick, Shaun Musil, Toby Dougherty, Kim Rupp, and Don F. Hoffman

December 5, 2024 Work Session Notes

There were no corrections or additions to the minutes of the work session held on December 5, 2024; the minutes stand approved as presented.

Highway 40 Lift Station Replacement – Award of Bid

Jeff Crispin, Director of Water Resources, stated that the existing Highway 40 lift station was originally constructed in 1984, and this station is in the 100-year floodplain. The pumps and electrical for the station are partially recessed underground, and the station has been subject to flooding in the past. With the passing of the school bond in 2022 and the resulting increase in students to the area, sanitary sewer flow is expected to increase. The reconstruction of this lift station will ensure our system is prepared for additional growth on the east side of town and address the equipment's proneness to flooding.

Earles Engineering was hired in late 2023 to design the improvements and adequately size a new lift station to accommodate current and future sewer flows in this area. Staff solicited bids from companies for replacement of the Highway 40 sanitary sewer lift station, and on November 26, 2024, the City received the following bids:

- APAC of Hays, Kansas \$754,916
- Nowak Construction of Goddard, Kansas \$971,407

If awarded, APAC intends to substantially complete the project within 270-315 calendar days. USD 489 intends to open the new high school in August of 2025. However, while the new school will be in use, the current high school will

be renovated through December 2025. January of 2026 is when construction of both buildings will be completed. Project Management will be inspecting this project.

At the December 26, 2024 Commission meeting, Commissioners will be asked to authorize the City Manager to enter a contract with APAC of Hays, Kansas in the amount of \$754,916 for construction services related to the replacement of the Highway 40 sanitary sewer pump station to be funded from Sewer Capital.

CDBG – Chestnut Suites Award of Bid

Jarrod Kuckelman, Management Analyst, stated that earlier this year, Chestnut Suites LLC (Developer) requested the City apply for \$300,000 in CDBG funding from the Kansas Department of Commerce in order to redevelop and renovate the existing building owned by the Developer at 1108 North Main into a new luxury short-term rental Airbnb location. After receiving notification in August that the grant was being awarded, the Commission authorized the signing of a contract between the City and the Kansas Department of Commerce, allowing the project to move forward by soliciting bids for construction.

The Developer's plans involve redeveloping the existing building at the site of 1108 North Main into a new luxury short-term rental Airbnb location called Chestnut Suites. The building, originally constructed in 1965 as the former site of the Hays State Bank, has been vacant for the past 40 years. The transformation of the building into Chestnut Suites will involve a renovation to create 24-26 rentable rooms, with rooms available for both short-term and 30+ day renters. Rooms will be designed similar to those of traditional hotels.

As the official grant applicant, the City is required to award the bid for the construction of the project on behalf of the Developer. Bids were advertised on the City of Hays website, as well as sent directly to eligible contractors, as required by CDBG guidelines. A pre-bid meeting was held on November 12th. The bid opening was held on December 12th, and CDBG guidelines require the awarding of bid to the lowest responsive bid. One bid was received from Robben

Construction of Hays in the amount of \$484,500 for Phase 1 services, which will include certain exterior concrete and masonry work, roofing accessories, window work, and plumbing.

Though the City is awarding the bid for this project, no City funds would be disbursed for the project. The estimated total project cost is \$3.2 million, and \$300,000 in CDBG funding will be made available over the course of the project. Awarding of the bid will allow for the project to continue and construction to begin.

At the December 26, 2024 Commission meeting, Commissioners will be asked to authorize the City Manager to award the bid for construction of the Chestnut Suites-CDBG project to Robben Construction and authorize the Mayor and City Manager to sign on behalf of the Developer any and all documents necessary for construction of the project.

Other Items for Discussion

Mayor Jacobs commented that we celebrated the career of Brenda Kitchen, City Clerk, who had worked for the City for 44.5 years. She stated how outstanding Brenda has been, and that we will miss her a lot and wish her the very best in her retirement.

The work session was adjourned at 4:23 p.m.

Submitted by: _____

Jami Breit –City Clerk



City Commission Work Session

Agenda Memo

From: Jesse Rohr, Director of Public Works

Work Session: January 16, 2025

Subject: 32nd/33rd Street Reconstruction – Award of Bid

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

Summary

The 2025 budget included funding for a project to reconstruct 32nd/33rd Street from Willow to Vine. Staff has solicited bids from qualified firms for construction of the project. Bids were opened December 3, 2024, and three qualified bids were received. The low bid is approximately \$245,000 under budget. Staff recommends authorizing the City Manager to enter an agreement with Vogts-Parga Construction, LLC in the amount of \$1,554,275.70 for construction services related to the reconstruction of 32nd/33rd Street from Willow to Vine to be funded from Commission Capital Reserves.

Background

32nd/33rd Street from Willow to Vine is in need of repairs. This section of roadway is listed in the Capital Improvement Program (CIP) of the 2025 budget for reconstruction. This section of street is a minor urban arterial road and carries approximately 3,500 vehicles per day. The total project length is approximately 2,500 LF. Existing pavement is comprised of all concrete.

Driggs Design Group was awarded the bid to design the project last year, and for the past several months the City of Hays has been working with Driggs Design Group on the formulation of the reconstruction plans for 32nd/33rd Street from Willow to Vine. The project includes removing and replacing all the concrete pavement, various areas of curb & gutter, select areas of sidewalk and curb ramps to meet ADA requirements, intersections, and some alley entrances. The north intersection of Skyline and 33rd St. will be widened, which will entail lengthening the box culvert under 33rd St. adjacent to that intersection.

Discussion

The project went out for bid in November 2024, and bids were opened on December 3rd. The City received the following three bids:

• Vogts-Parga Construction, LLC	\$1,554,275.70
• Morgan Brothers Const.	\$1,629,474.90
• APAC – Kansas Inc.	\$1,919,524.25
Engineer's Estimate	\$1,820,978.00

The low bidder is Vogts-Parga Construction, LLC from Moundridge, KS. Vogts-Parga has performed work in Hays in the past, with the most recent street project being in 2018 for the reconstruction of 43rd and 45th streets north of I-70 and West of Vine St. Staff was satisfied with this contractor in the past and looks forward to working with them on this project.

The project is anticipated to begin in early spring when weather conditions are favorable. The project is phased to allow limited traffic through the construction project; however, residential driveway access will be limited or completely restricted at certain times during the project.

Prior to the project beginning, staff will be conducting an open-house informational meeting for those property owners adjacent to the project or that otherwise have an interest.

Legal Consideration

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

Financial Consideration

This project was listed in the Capital Improvement Plan of the 2025 budget with an estimated construction cost of \$1.8 million to be funded out of City Commission Reserves. The project as bid is approximately \$245,000 under budget.

Options

The City Commission has the following options:

- Award the bid to Vogts-Parga Construction, LLC as recommended by city staff
- Reject the bids

Recommendation

Staff recommends entering a contract with Vogts-Parga Construction, LLC for the reconstruction of 32nd/33rd St. as discussed.

Action Requested

Authorize the City Manager to enter an agreement with Vogts-Parga Construction, LLC in the amount of \$1,554,275.70 for construction services related to the reconstruction of 32nd/33rd Street from Willow to Vine to be funded from Commission Capital Reserves.

Supporting Documentation

Project Visual

Bid Tab

Contractor Recommendation Letter

Contractor Rating Sheet

Project Location





DRIGGS DESIGN GROUP, PA

Surveying Engineering Planning

32nd & 33rd Street Reconstruction

HAYS, KANSAS

December 16, 2024

DETAILED BID TABS

DETAILED BID TABS

PROJECT QUANTITIES			ENGINEERS ESTIMATE		APAC- Kansas Inc		Morgan Brothers Construction		Vogts-Parga Construction		
Bid Item Description		Quantity	Units	Unit Costs	Project Costs	Unit Costs	Project Costs	Unit Costs	Project Costs	Unit Costs	Project Costs
1	Mobilization	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 132,100.00	\$ 132,100.00	\$ 100,000.00	\$ 100,000.00	\$ 148,000.00	\$ 148,000.00
2	Contractor Construction Staking	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,125.00	\$ 20,125.00	\$ 10,000.00	\$ 10,000.00	\$ 9,000.00	\$ 9,000.00
3	Remove Existing Pavement	11,136	SY	\$ 18.00	\$ 200,448.00	\$ 10.60	\$ 118,041.60	\$ 9.20	\$ 102,451.20	\$ 10.05	\$ 111,916.80
4	Remove Existing Curb and Gutter	352	LF	\$ 15.00	\$ 5,280.00	\$ 5.75	\$ 2,024.00	\$ 5.00	\$ 1,760.00	\$ 5.54	\$ 1,950.08
5	Remove Existing Sidewalk	525	SY	\$ 18.00	\$ 9,450.00	\$ 10.35	\$ 5,433.75	\$ 9.00	\$ 4,725.00	\$ 10.00	\$ 5,250.00
6	Partial Demo of Existing RCB Bridge	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 10,925.00	\$ 10,925.00	\$ 4,500.00	\$ 4,500.00	\$ 10,550.00	\$ 10,550.00
7	Remove and Reuse Bridge Handrail	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 6,606.05	\$ 6,606.05	\$ 3,500.00	\$ 3,500.00	\$ 5,500.00	\$ 5,500.00
8	Common Excavation	3,533	CY	\$ 10.00	\$ 35,330.00	\$ 3.35	\$ 11,835.55	\$ 2.90	\$ 10,245.70	\$ 3.22	\$ 11,376.26
9	Compaction of Earthwork (Type AA) (MR-0-5)	1,766	CY	\$ 10.00	\$ 17,660.00	\$ 2.30	\$ 4,061.80	\$ 2.00	\$ 3,532.00	\$ 2.22	\$ 3,920.52
10	Geo-Grid Reinforcement	10,598	SY	\$ 5.00	\$ 52,990.00	\$ 2.60	\$ 27,554.80	\$ 2.25	\$ 23,845.50	\$ 2.47	\$ 26,177.06
11	Aggregate Base (Crushed Concrete) (6")	10,598	SY	\$ 12.00	\$ 127,176.00	\$ 10.05	\$ 106,509.90	\$ 8.75	\$ 92,732.50	\$ 9.51	\$ 100,786.98
12	8" Concrete Pavement (AE)(NRDJ)	10,524	SY	\$ 95.00	\$ 999,780.00	\$ 100.80	\$ 1,060,819.20	\$ 95.00	\$ 999,780.00	\$ 77.00	\$ 810,348.00
13	6" Concrete Pavement (AE)	74	SY	\$ 85.00	\$ 6,290.00	\$ 131.70	\$ 9,745.80	\$ 150.00	\$ 11,100.00	\$ 90.00	\$ 6,660.00
14	Concrete Curb and Gutter (AE)	273	LF	\$ 38.00	\$ 10,374.00	\$ 47.45	\$ 12,953.85	\$ 30.00	\$ 8,190.00	\$ 46.00	\$ 12,558.00
15	6" Concrete Sidewalk (AE)	25	SY	\$ 75.00	\$ 1,875.00	\$ 125.05	\$ 3,126.25	\$ 250.00	\$ 6,250.00	\$ 100.00	\$ 2,500.00
16	4" Concrete Sidewalk (AE)	159	SY	\$ 65.00	\$ 10,335.00	\$ 99.70	\$ 15,852.30	\$ 95.00	\$ 15,105.00	\$ 81.00	\$ 12,879.00
17	4" Concrete Sidewalk (AE) (ADA Ramps)	388	SY	\$ 55.00	\$ 21,340.00	\$ 142.45	\$ 55,270.60	\$ 125.00	\$ 48,500.00	\$ 61.00	\$ 23,668.00
18	Truncated Domes	18	EA	\$ 950.00	\$ 17,100.00	\$ 149.80	\$ 2,696.40	\$ 350.00	\$ 6,300.00	\$ 125.00	\$ 2,250.00
19	Valley Gutter- Type 1	120	SY	\$ 95.00	\$ 11,400.00	\$ 126.20	\$ 15,144.00	\$ 125.00	\$ 15,000.00	\$ 115.50	\$ 13,860.00
20	Valley Gutter- Type 2	75	SY	\$ 75.00	\$ 5,625.00	\$ 139.70	\$ 10,477.50	\$ 125.00	\$ 9,375.00	\$ 105.00	\$ 7,875.00
21	Valley Gutter- Type 3	95	SY	\$ 95.00	\$ 9,025.00	\$ 154.05	\$ 14,634.75	\$ 125.00	\$ 11,875.00	\$ 112.00	\$ 10,640.00
22	RCB Bridge Extension	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 140,761.15	\$ 140,761.15	\$ 67,708.00	\$ 67,708.00	\$ 94,500.00	\$ 94,500.00
23	Pavement Markings	1	LS	\$ 45,000.00	\$ 45,000.00	\$ 34,500.00	\$ 34,500.00	\$ 14,500.00	\$ 14,500.00	\$ 32,860.00	\$ 32,860.00
24	Erosion Control	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 6,900.00	\$ 6,900.00	\$ 5,500.00	\$ 5,500.00	\$ 6,100.00	\$ 6,100.00
25	Permanent Seeding	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 10,925.00	\$ 10,925.00	\$ 15,000.00	\$ 15,000.00	\$ 5,500.00	\$ 5,500.00
26	Traffic Control	1	LS	\$ 55,000.00	\$ 55,000.00	\$ 80,500.00	\$ 80,500.00	\$ 38,000.00	\$ 38,000.00	\$ 77,650.00	\$ 77,650.00
CONSTRUCTION BID SUBMITTED				\$ 1,820,978.00		\$ 1,919,524.25		\$ 1,629,474.90		\$ 1,554,275.70	



DRIGGS DESIGN GROUP, PA
Surveying Engineering Planning

HAYS OFFICE

1017 Downing Avenue
Hays, Kansas 67601
P: (785) 320-6639
E: kalbers@driggsdesign.com

December 4, 2024

Tom Howie
Project Manager
1002 Vine Street
Hays, Kansas 67601

RE: 32nd & 33rd Street Reconstruction – Hays, Kansas

Dear Tom,

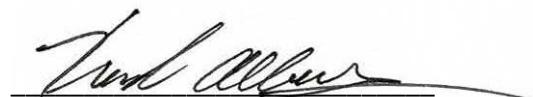
On December 3rd, 2024, the bid letting for 32nd & 33rd Street Reconstruction (COH 2021-10) was held within the Commission Chambers at the Hays City Hall Facility. A total of three bids were received for the construction of the proposed improvements. The details of the bids submitted for each construction company is provided as an attachment to this letter.

The Driggs Design Group, PA has reviewed each of the bids provided and recommend the award of the project to the lowest bidder, Vogts-Parga Construction, LLC of Moundridge, Kansas.

Please do not hesitate to contact me if you have any questions regarding or the project. I can be reached at (785) 320-6639.

Sincerely,

Driggs Design Group, PA


Kord Albers, IE
Design Engineer

Post-Project Review Rating Sheet - General Contractor

Project Number 2017-28

Project Name 43rd & 45th Street Reconstruction

Type of Work Remove & Replace pavement

Contractor Vogts-Parga Const.

Start Date 8/31/18 Finish Date 7/3/19



Project Overview

- 1 Understanding of Work Performed
- 2 Pre-Construction Submittals
- 3 Compliance with Contract
- 4 Meeting Project Schedule
- 5 Quality of Contractor's Work
- 6 Quality of Subcontractor's Work
- 7 Cleanup/Punchlist in Timely Manner
- 8 Final Overview of Project

Grade*

M
M
M
M
M
M
M
M

Performance of Work

- 9 Quality of Supervisory Personnel
- 10 Skillful and Knowledgeable Employees
- 11 Management of Subcontractors
- 12 Quality of Approved Materials
- 13 Work Completed in Timely Manner
- 14 Identification and Resolution of Issues
- 15 Attention to Detail
- 16 Communitaion w/ Inspector
- 17 Responsive to Requests

M
M
M
M
M
M
M
M

Equipment

- 18 Clean and Presentable
- 19 Well Maintained and Services
- 20 Adequate Equipment to Perform Work

M
F
M

Timeliness

- 21 Allocation of Adequate Resources

Grade*

M

Safety Overview

- 22 Safe Working Environment
- 23 Site Housekeeping and Cleanliness
- 24 Safety Towards Public
- 25 Equipment Safely Stored
- 26 Used Recommended Safety Procedures
- 27 Used Traffic Control Recommendations

M
M
M
M
M
M
M

Contractor's Business Behavior

- 28 Professionalism/Communication
- 29 Management of Scope
- 30 Management of Timeline
- 31 Management of Cost
- 32 Management of Subcontractors
- 33 Coordination with Local Utilities
- 34 Quality of Work

M
M
M
M
M
M
M
M

* Grade Scale

E = Exceeded Expectations

M = Met Expectations

F = Failed or Below Expectations

N/A = Not Applicable

[[[RATINGS BELOW "M" REQUIRE WRITTEN JUSTIFICATION THAT IS OBJECTIVE AND IDENTIFIABLE]]]

Supporting documents and/or notes are required, and must be attached and included in project file.

Additional Narrative on Areas Rated:

20 - Concrete supplier (Hays Redi Mix) trucks leaked oil on the street while waiting to unload.
The contractor used a Bridge Deck Paver which let them pave the full 40' width of the road at one time which worked out great.

Curtis Weber 1/5/22

Inspector's Name, Signature and Date

Project Manager's Name, Signature and Date

Copies are to be distributed to Contractor and placed in project file upon completions

Department Head Name, Signature and Date

G:\Office\Contractor Rating\Contractor rating sheet



City Commission Work Session

Agenda Memo

From: Jesse Rohr, Director of Public Works

Work Session: January 16, 2025

Subject: 32nd/33rd Street Reconstruction – Construction Engineering Services Agreement

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

Summary

The 2025 budget included funding for a project to reconstruct 32nd/33rd Street from Willow to Vine. For the past several months, the City of Hays has been working with Driggs Design Group on the design and engineering work for the reconstruction project. Driggs Design Group has prepared a contract for construction engineering services to include daily project inspection, testing of soils, subgrade and concrete, shop drawing review and approval, and developing pay applications. The contract is in the amount of \$52,320. Staff recommends that the Commission authorize the City Manager to sign the Construction Engineering Services Agreement with Driggs Design Group for professional services related to improvements to the reconstruction of 32nd/33rd St. in the amount of \$52,320.

Background

32nd/33rd Street from Willow to Vine is in need of repairs. This section of roadway is listed in the Capital Improvement Program (CIP) of the 2025 budget for reconstruction. This section of street is a minor urban arterial road and carries approximately 3,500 vehicles per day. The total project length is approximately 2,500 LF. Existing pavement is comprised of all concrete.

Driggs Design Group was awarded the bid to design the project last year, and for the past several months the City of Hays has been working with Driggs Design Group on the formulation of the reconstruction plans for 32nd/33rd Street from Willow to Vine. The project includes removing and replacing all the concrete pavement, various areas of curb & gutter, select areas of sidewalk and curb ramps to meet ADA requirements, intersections, and some alley entrances. The north intersection of Skyline and 33rd St. will be widened, which will entail lengthening the box culvert under 33rd St. adjacent to that intersection.

Discussion

Driggs Design Group has prepared a contract for construction engineering services to include daily project inspection, testing of soils, subgrade and concrete, shop drawing review and approval, and developing contractor pay applications. The contract is in the amount of \$52,320.

The project is anticipated to begin in early spring when weather conditions are favorable. Staff, along with engineers from Driggs Design Group, will be conducting an open-house informational meeting for property owners within the project area or that otherwise have an interest.

Legal Consideration

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

Financial Consideration

This project was listed in the Capital Improvement Plan of the 2025 budget with an estimated construction cost of \$1.8 million to be funded out of City Commission Reserves. The project as bid is approximately \$245,000 under budget.

The cost of construction engineering services in the amount of \$52,320 will be paid from City Commission Capital Reserves.

Options

The City Commission has the following options:

- Approve the Construction 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 Construction Engineering Services Agreement with Driggs Design Group for professional services related to improvements to the reconstruction of 32nd/33rd St. in the amount of \$52,320.

Action Requested

Approve the Construction Engineering Services Agreement with Driggs Design Group in the amount of \$52,320 for the reconstruction of 32nd/33rd St. to be funded from the City Commission Capital Reserve Fund.

Supporting Documentation

Construction Engineering Services Agreement



December 13, 2024

Toby Dougherty
City of Hays
1507 Main St.
Hays, KS 67601

RE: 32nd & 33rd Street Reconstruction – Construction Engineering Services

Dear Toby,

The following information shall serve as our scope of services to provide professional engineering services for the construction of 32nd & 33rd Street Reconstruction Project. This project includes the construction of new streets, sidewalks, valley gutters, concrete curb and gutter, and RCB extension. The following is a breakdown of key tasks that will be completed by the Driggs Design Group, PA, as part of this project.

Task 1 – Construction Engineering – For this task, the Driggs Design Group, PA will provide part-time construction administration services during the construction phase of the project. This includes the following construction administration activities:

- Provide part-time inspection of the project to meet the City of Hays requirement
- Conduct materials testing on concrete, subgrade and soils materials
- Participation in regular construction meetings as needed
- Shop Drawing Review & Approval
- Develop contractor pay applications

Daily diaries will be kept by the project inspector and will be electronically sent to the city and contractors' representative as requested.

We envision the part-time inspection on this project to consist of 4 hours on the project per day when a contractor is on site performing work. If there are days when the contractor is not on-site, then no construction oversight will be necessary unless specifically requested by the city or to address construction concerns. We are anticipating the project to be constructed in 10 months. The contractor shall notify the Driggs Design Group, PA when work on the project will not be occurring on site to avoid unnecessary trips to the site.

Based on the 10-month construction schedule provided by the engineer, we propose to provide these construction engineering services at a cost of \$52,320.00.

If the above referenced scope of services and fee arrangement is acceptable, signify your approval by signing on the line provided below. Your signature below indicates that you authorize the Driggs Design Group, PA to begin work on the project and agree to pay for these services at the unit rate provided within this scope of services.

Again, we look forward to working with you on this project. Please do not hesitate to contact me if you have any questions or comments pertaining to the above referenced scope of services or proposed fee.

Sincerely,

Driggs Design Group, PA



Buck A. Driggs, PE
Project Manager

Accepted by:

Toby Dougherty
City Manager



DRIGGS DESIGN GROUP, PA

Surveying Engineering Planning

Manhattan / Hays / Emporia / Topeka / Goodland

2023 STANDARD HOURLY RATE SCHEDULE

Personnel Unit Rates	Unit Price
Project Manager	\$130.00/hr.
Project Engineer	\$110.00/hr.
Licensed Surveyor	\$115.00/hr.
Survey Crew	\$165.00/hr.
Sr. Engineering Technician	\$78.00/hr.
Engineering Technician I	\$65.00/hr.
Clerical	\$50.00/hr.

Expenses	Unit Price
Mileage	\$0.85/mi
Compressive Strength of Cylinder	\$22.00/ea.
Compressive Strength of 2" Mortar/Grout Cubes	\$16.00/ea.
Flexural Strength of Concrete Beams	\$50.00/ea.
Soil Proctors	\$220.00/ea.
Aggregate Gradation	\$150.00/ea.
Special Inspections (by Subconsultant)	Cost + 10%
Other Expenses	Cost + 10%

Additional Services	Unit Price
Aerial LiDAR	Call for Price
Mobile LiDAR	Call for Price
Photogrammetry / Aerial Mapping	Call for Price

*Unit rates include all equipment charges required to complete soils, concrete and aggregate testing.

*Projects within 30 miles of a Driggs Design Group, PA office will not be charged mileage.



City Commission Work Session

Agenda Memo

From: Curtis W. Deines, Planning & Development Superintendent

Work Session: January 16, 2025

Subject: Annexation of Property Located at 800A Commerce Parkway (BEREXCO, LLC)

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

Summary

BEREXCO, LLC, who owns the property at 800A Commerce Parkway, has submitted a signed consent to annex under K.S.A. 12-520(a)(7) and desires to annex to allow for connection of city services to the property. The land is contiguous to City limits. A lot split was approved by the City Manager in November of 2024, and it is the wish of BEREXCO, LLC to only annex the front 5.177-acre lot into the City limits. The back 12.636-acre lot will remain outside of the City limits. Staff recommends annexing this property due to it being contiguous to the City limits and the availability of City services.

Background

The subject property is located at 800A Commerce Parkway. BEREXCO, LLC owns the property and runs their Hays branch of their independent oil and gas exploration and production company out of the office located on the property. A lot split was approved by the City Manager in November of 2024. It is the wish of BEREXCO, LLC to only annex the front 5.177-acre lot into the City limits. The back 12.636-acre lot will remain outside of the City limits. They are wanting to annex into the City limits to be able to attach onto City utilities.

Discussion

The property owner, BEREXCO, LLC, has submitted a signed consent to annex 800A Commerce Parkway under K.S.A. 12-520(a)(7) and desires to annex to allow for connection to City utilities. The land is contiguous with the present City limits. Approval of the annexation will allow the property owner to receive full benefits of City services, including utilities and fire/police protection.

The City Manager approved a lot split for this property in November of 2024. The front 5.177-acre lot, which is proposed to be annexed, will have a 20 ft. access easement on the north property line for access to the rear 12.636-acre lot. Currently, BEREXCO, LLC owns both of the lots, and they plan to retain both lots for the foreseeable future.

City utilities are available for connection, as both water and sewer run adjacent to Commerce Parkway. It is the intent of BEREXCO, LLC to connect to both City sewer and City water after annexation takes place.

Legal Consideration

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

Financial Consideration

If annexation is approved, the City will begin collecting property and sales taxes as well as water, sewer, and stormwater utility fees.

Options

The City Commission has the following options:

- Annex the property as requested
- Do not annex the property

Recommendation

Staff recommends annexing this property due to it being contiguous to the City limits and the availability of City services.

Action Requested

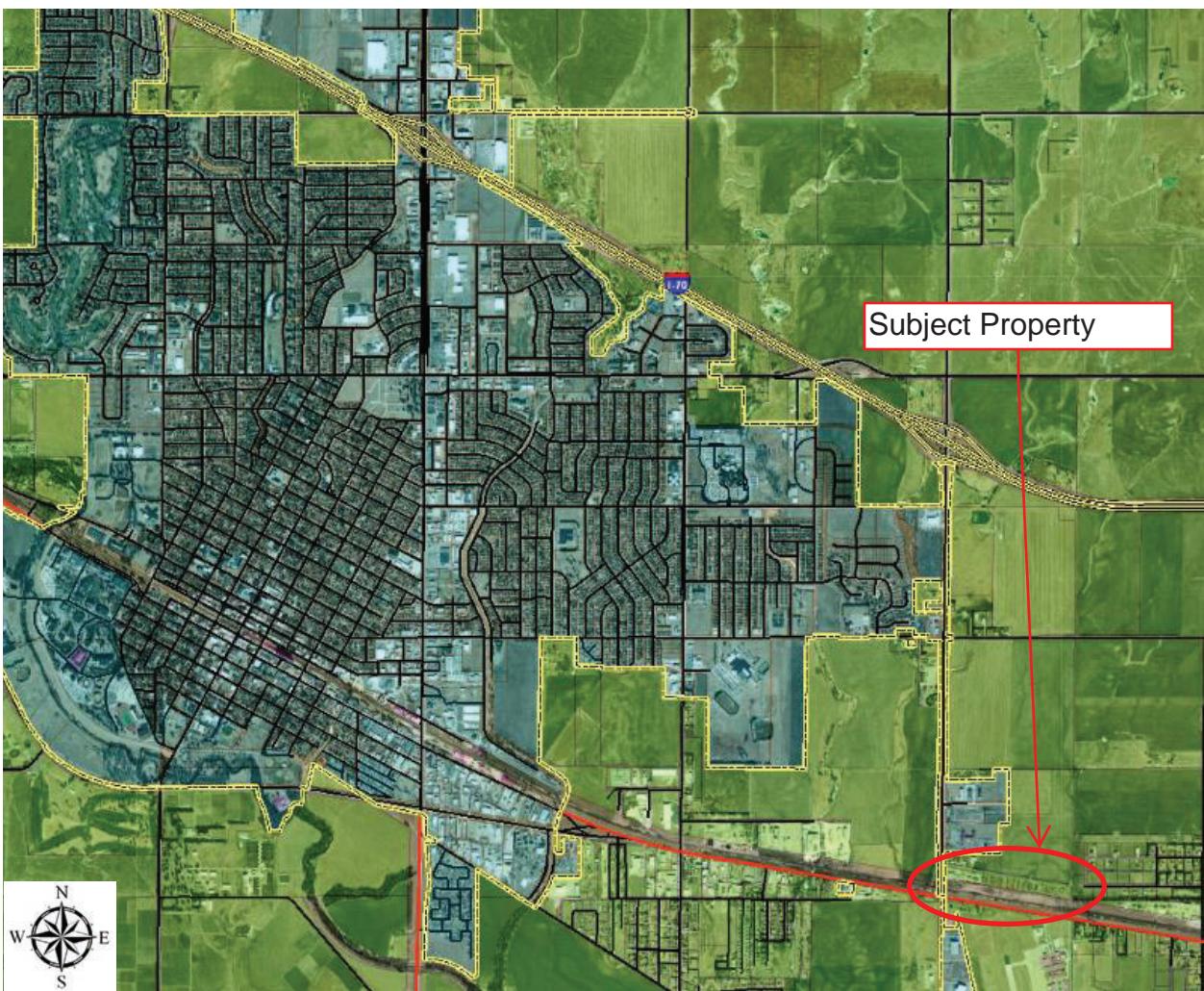
Approve an Ordinance annexing the property located at 800A Commerce Parkway, as legally described within the adopting ordinance.

Supporting Documentation

Visuals

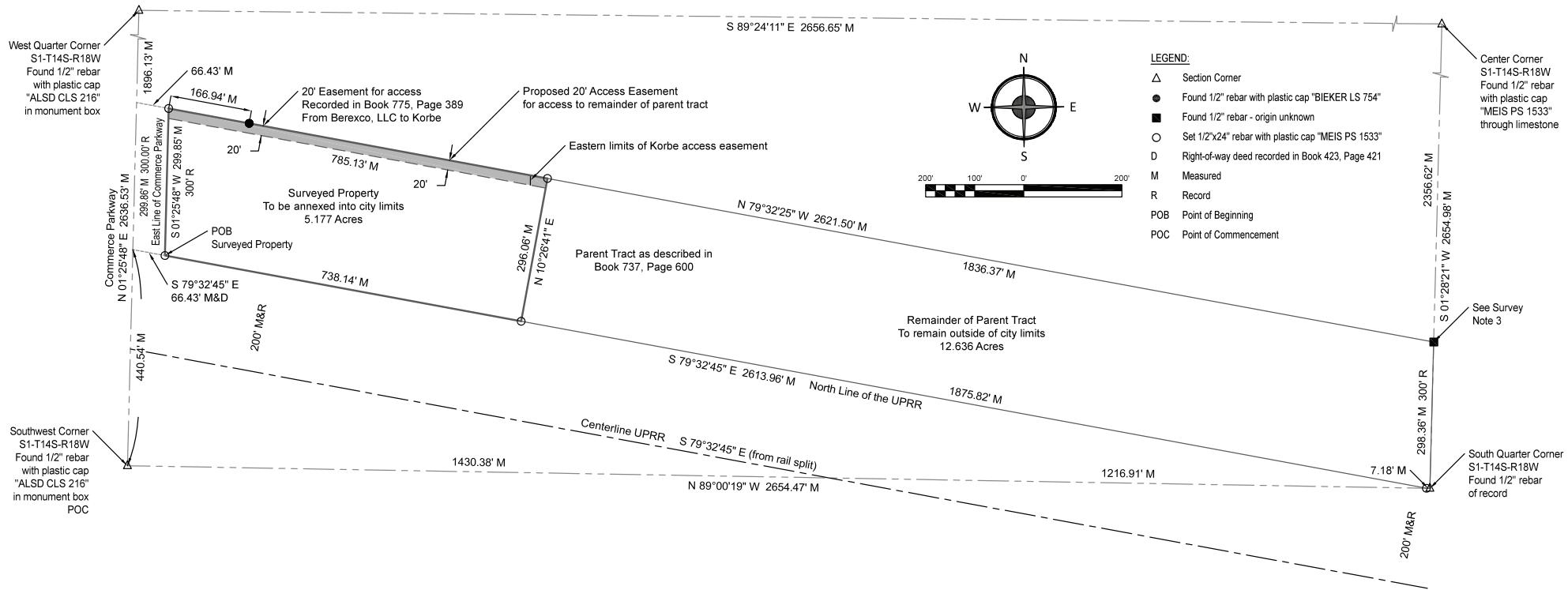
Signed Consent to Annex

Ordinance



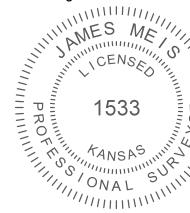
BOUNDARY SURVEY

in the Southwest Quarter of Section 1, Township 14 South, Range 18 West, Ellis County, Kansas



SURVEYOR'S CERTIFICATE:

I, James Meis, Professional Surveyor #1533 in the State of Kansas, certify that the survey shown on this plat was made by me or under my direct supervision on September 16th, 2024. This plat is true and correct to the best of my knowledge and belief.



James Meis, PS 1533

Berexo, LLC
2020 N Bramblewood St
Wichita, KS 67206

DRIGGS DESIGN GROUP, PA
Surveying Engineering Planning

1017 Downing Avenue, Hays, Kansas 67601
www.driggsdesign.com (785) 621-4280

Project No: 2024-120
Date: 09-16-2024
Scale: 1" = 200'
Sheet No: 1 of 1
Drawn By: AJW
Revised: 10-21-2024

LEGAL DESCRIPTION: Surveyed Property to be annexed into the city limits

A tract of land in the Southwest Quarter of Section 1, Township 14 South, Range 18 West of the 6th Principal Meridian, Ellis County, Kansas, described as follows by James Meis, PS 1533, on September 16, 2024:

Commencing at the Southwest corner of Section 1, Township 14 South, Range 18 West; Thence North 01 degrees 25 minutes 48 seconds East, along the West line of the Southwest Quarter, a distance of 440.54 feet to the North line of Union Pacific Railroad; Thence South 79 degrees 32 minutes 45 seconds East, along the North line of Union Pacific Railroad, a distance of 66.43 feet to the East line of Commerce Parkway and the Point of Beginning; Thence continuing South 79 degrees 32 minutes 45 seconds East, along the North line of Union Pacific Railroad, a distance of 738.14 feet; Thence North 10 degrees 26 minutes 41 seconds East, a distance of 296.06 feet to the North line of the tract described in Book 737, Page 600; Thence North 79 degrees 32 minutes 25 seconds West, along the North line of the tract described in Book 737, Page 600, a distance of 785.13 feet to the East line of Commerce Parkway; Thence South 01 degrees 25 minutes 48 seconds West, along the East line of Commerce Parkway, a distance of 299.85 feet (300 feet record) to the Point of Beginning. Said tract contains 5.177 acres more or less, and is subject to any easements or rights-of-way of record.

SURVEY NOTES:

- Field work completed September 13, 2024
- All bearings shown are grid, Kansas State Plane North Zone NAD83 (2011)
- Monument was held for North-South position, but it is located 0.19' East of the quarter section line. No additional monuments were set
- No research was made for record easements by agreement with client
- See Land Survey Reference Reports for more information regarding section corners, method of recovery or establishment and reference ties

CONSENT TO ANNEXATION

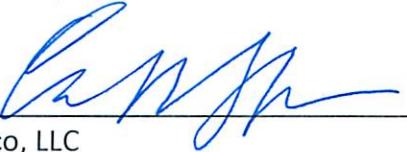
Berexco, LLC is the owner of the real estate hereinafter described as follows, to-wit:

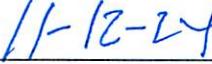
LEGAL DESCRIPTION:

A tract of land in the Southwest Quarter of Section 1, Township 14 South, Range 18 West of the 6th Principal Meridian, Ellis County, Kansas, described as follows by James Meis, PS 1533, on September 16, 2024:

Commencing at the Southwest corner of Section 1, Township 14 South, Range 18 West; Thence North 01 degrees 25 minutes 48 seconds East, along the West line of the Southwest Quarter, a distance of 440.54 feet to the North line of Union Pacific Railroad; Thence South 79 degrees 32 minutes 45 seconds East, along the North line of Union Pacific Railroad, a distance of 66.43 feet to the East line of Commerce Parkway and the Point of Beginning; Thence continuing South 79 degrees 32 minutes 45 seconds East, along the North line of Union Pacific Railroad, a distance of 738.14 feet; Thence North 10 degrees 26 minutes 41 seconds East, a distance of 296.06 feet to the North line of the tract described in Book 737, Page 600; Thence North 79 degrees 32 minutes 25 seconds West, along the North line of the tract described in Book 737, Page 600, a distance of 785.13 feet to the East line of Commerce Parkway; Thence South 01 degrees 25 minutes 48 seconds West, along the East line of Commerce Parkway, a distance of 299.85 feet (300 feet record) to the Point of Beginning. Said tract contains 5.177 acres more or less.

And hereby consents to the annexation of such land by the City of Hays, Kansas.


Berexco, LLC


Date

Charles B. Spradlin, Jr., Executive Vice President
Printed Name and Title

ATTEST:





(Notary)

ORDINANCE NO. _____

**AN ORDINANCE ANNEXING LAND TO THE CITY OF
HAYS, KANSAS.**

WHEREAS, the following described land adjoins the City of Hays, Kansas; and

WHEREAS, written consent for annexation of the following described land, signed by all of the owners thereof, has been filed with the City of Hays, Kansas, pursuant to K.S.A. 12-520(a)(7); and

WHEREAS, the governing body of the City of Hays, Kansas finds it advisable to annex such land.

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

Section 1. Pursuant to K.S.A. 12-520(a)(7) the following described land is hereby annexed and made part of the City of Hays, Kansas:

A tract of land in the Southwest Quarter of Section 1, Township 14 South, Range 18 West of the 6th Principal Meridian, Ellis County, Kansas, described as follows by James Meis, PS 1533, on September 16, 2024:

Commencing at the Southwest corner of Section 1, Township 14 South, Range 18 West; Thence North 01 degrees 25 minutes 48 seconds East, along the West line of the Southwest Quarter, a distance of 440.54 feet to the North line of Union Pacific Railroad; Thence South 79 degrees 32 minutes 45 seconds East, along the North line of Union Pacific Railroad, a distance of 66.43 feet to the East line of Commerce Parkway and the Point of Beginning; Thence continuing South 79 degrees 32 minutes 45 seconds East, along the North line of Union Pacific Railroad, a distance of 738.14 feet; Thence North 10 degrees 26 minutes 41 seconds East, a distance of 296.06 feet to the North line of the tract described in Book 737, Page 600; Thence North 79 degrees 32 minutes 25 seconds West, along the North line of the tract described in Book 737, Page 600, a distance of 785.13 feet to the East line of Commerce Parkway; Thence South 01 degrees 25 minutes 48 seconds West, along the East line of Commerce Parkway, a distance of 299.85 feet (300 feet record) to the Point of Beginning. Said tract contains 5.177 acres more or less.

Section 2. The aforesaid Ordinance shall take effect and be in force from and after passage and publication on the City of Hays Website, the official city news outlet for legal publication notifications for the City of Hays, Kansas.

PASSED AND APPROVED by the Governing Body of the City of Hays, Kansas, this _____ day of _____ 2025.

SANDY JACOBS
Mayor

ATTEST:

JAMI BREIT
City Clerk

(seal)



City Commission Work Session

Agenda Memo

From: Curtis W. Deines, Planning & Development Superintendent

Work Session: January 16, 2025

Subject: Tallgrass 4th Addition – Rezoning Request from Agriculture District (A-L) & Residential General (R-G) to Residential Multi-Family (R-M)

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

Summary

An application has been submitted to rezone land from Agriculture District (A-L) and Residential General (R-G) to Residential Multi-Family (R-M) for the fourth phase of Heart of America Development Corporation's workforce housing project. The R-M designation is sought to offer more housing type options and flexibility for the developer, including higher-density residential uses. This phase will include extending street, water and sewer services, aligning with the Comprehensive Plan's designation of the area as Medium Density Residential (MDR). The development is compatible with surrounding residential uses and supports continued growth. Staff, as well as the Hays Area Planning Commission (by a vote of 6-0), recommend approving this request as it is in conformance with the adjacent zoning districts.

Background

An application has been submitted to request a change in zoning from Agriculture District (A-L) & Residential General (R-G) to Residential Multi-Family (R-M). This area is slated for the fourth phase of Heart of America Development Corporation's workforce housing project. A portion of the property is already zoned Residential Multi-Family and will remain as such. Residential Multi-Family is being requested for this stage of development due to it providing more housing type options for the developer.

Discussion

The purpose of the Residential Multi-Family District is to provide for the development of residential neighborhoods with auto-urban character. These areas are required to utilize an urban level of services and are generally comprised of higher density residential uses such as apartments. The developer will extend streets, water and sanitary sewer for the development, which is being platted under a separate agenda item.

54 homes have been completed in the first and second phases of this development since 2021. 12 homes in the third phase will be completed in the next 12 months. Rezoning this fourth phase to multi-family allows more flexibility regarding density, setbacks and types of housing. However, single-family homes, which are still an allowable use within the R-M zoning, with smaller lots will be the main focus for this phase.

The Comprehensive Plan identifies this area as MDR (Medium Density Residential). Any type of residential use will have a compatible rating of 5 out of 5 adjacent to any other residential uses, making this logical for development.

Legal Consideration

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

Financial Consideration

There are no known financial benefits or detriments to the City of Hays at this time as a result of this rezoning.

Options

The City Commission has the following options:

- Approve the rezoning request from Agriculture District (A-L) & Residential General (R-G) to Residential Multi-Family (R-M) as recommended by the Hays Area Planning Commission.
- Send the request back to the Hays Area Planning Commission for further consideration with specific basis for further review.
- Deny the rezoning request from Agriculture District (A-L) & Residential General (R-G) to Residential Multi-Family (R-M) (Requires a 2/3 majority to overturn the P.C. recommendation).

Recommendation

Staff, as well as the Hays Area Planning Commission (by a vote of 6-0), recommends approving the rezoning request from Agriculture District (A-L) & Residential General (R-G) to Residential Multi-Family (R-M) for Tallgrass 4th Addition, as legally described within the adopting ordinance.

Action Requested

Adopt an ordinance approving the rezoning request from Agriculture District (A-L) & Residential General (R-G) to Residential Multi-Family (R-M) for Tallgrass 4th Addition, as legally described within the adopting ordinance.

Supporting Documentation

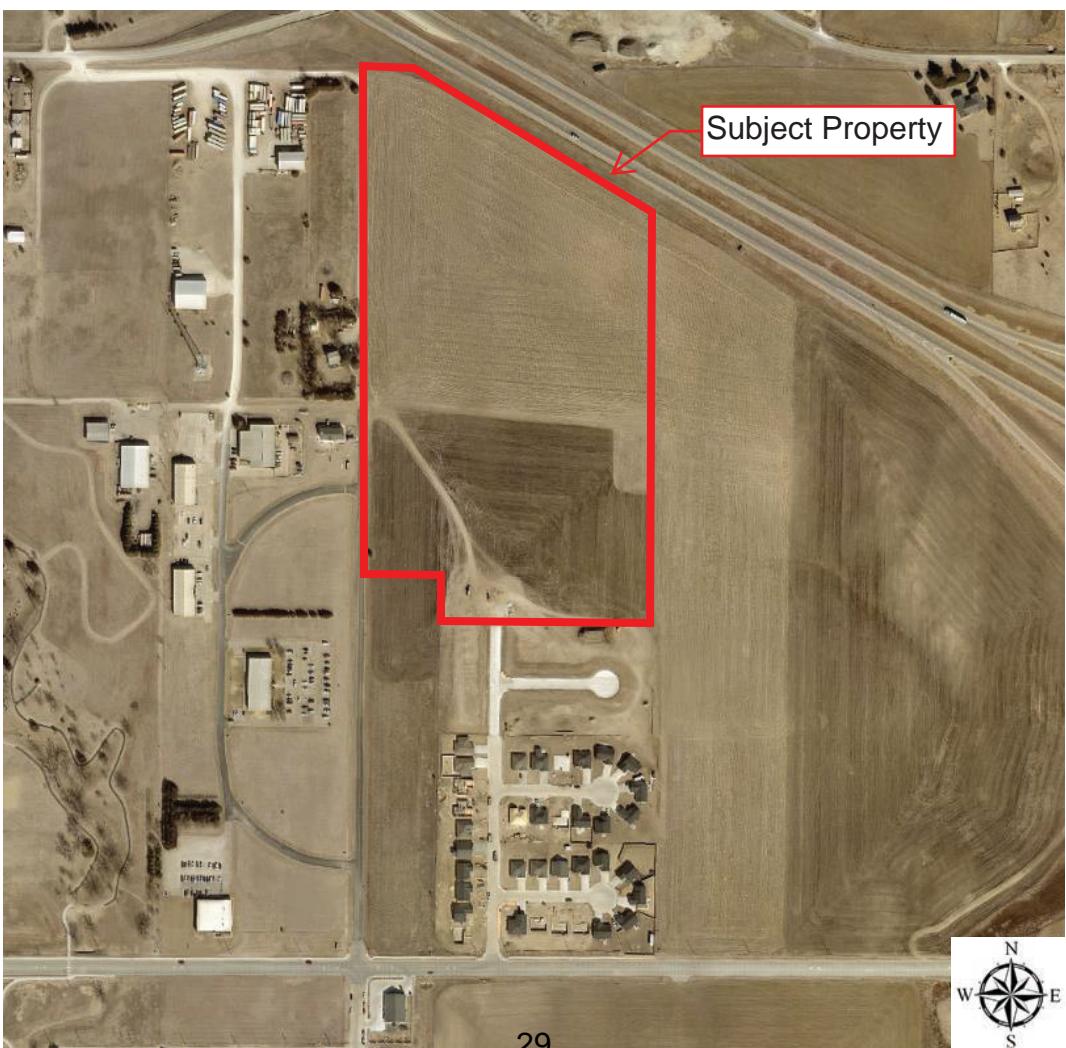
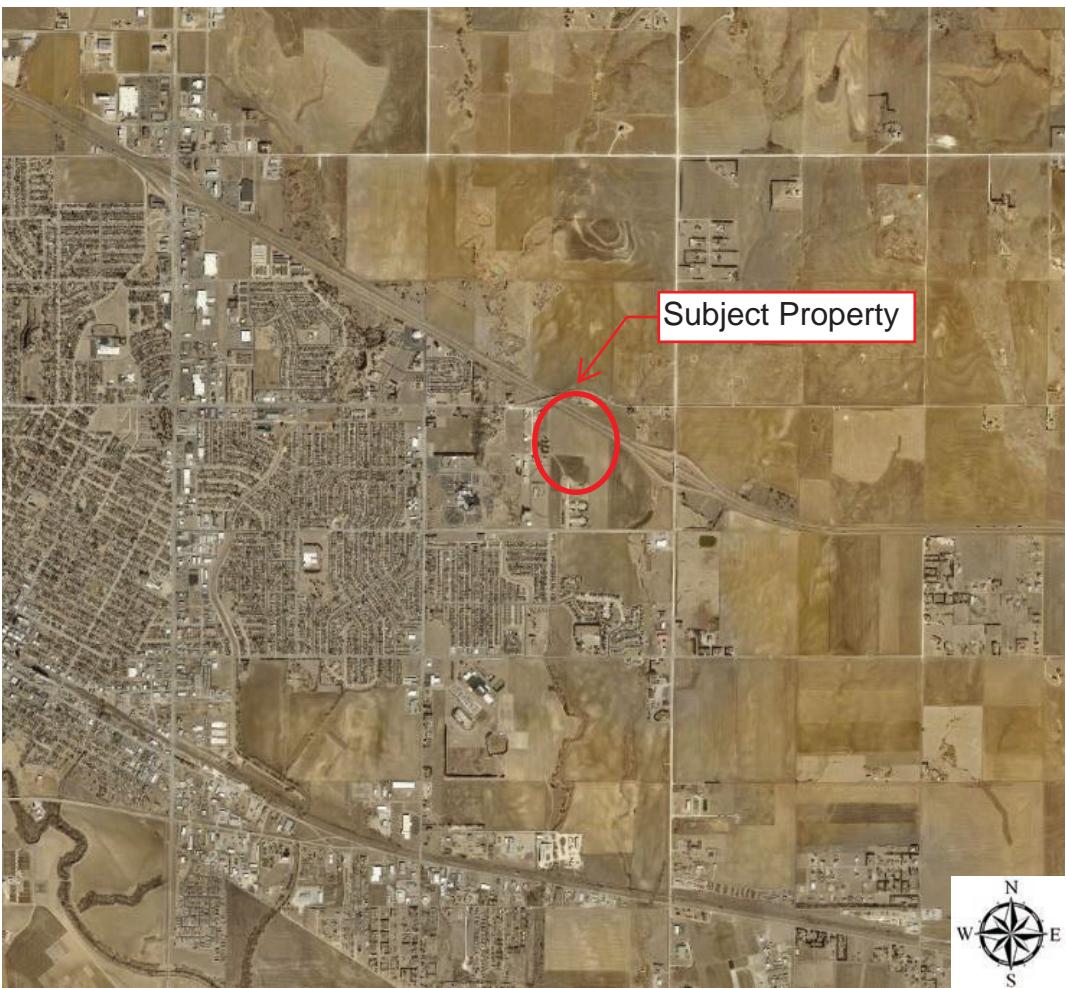
Visuals

Zoning District Uses

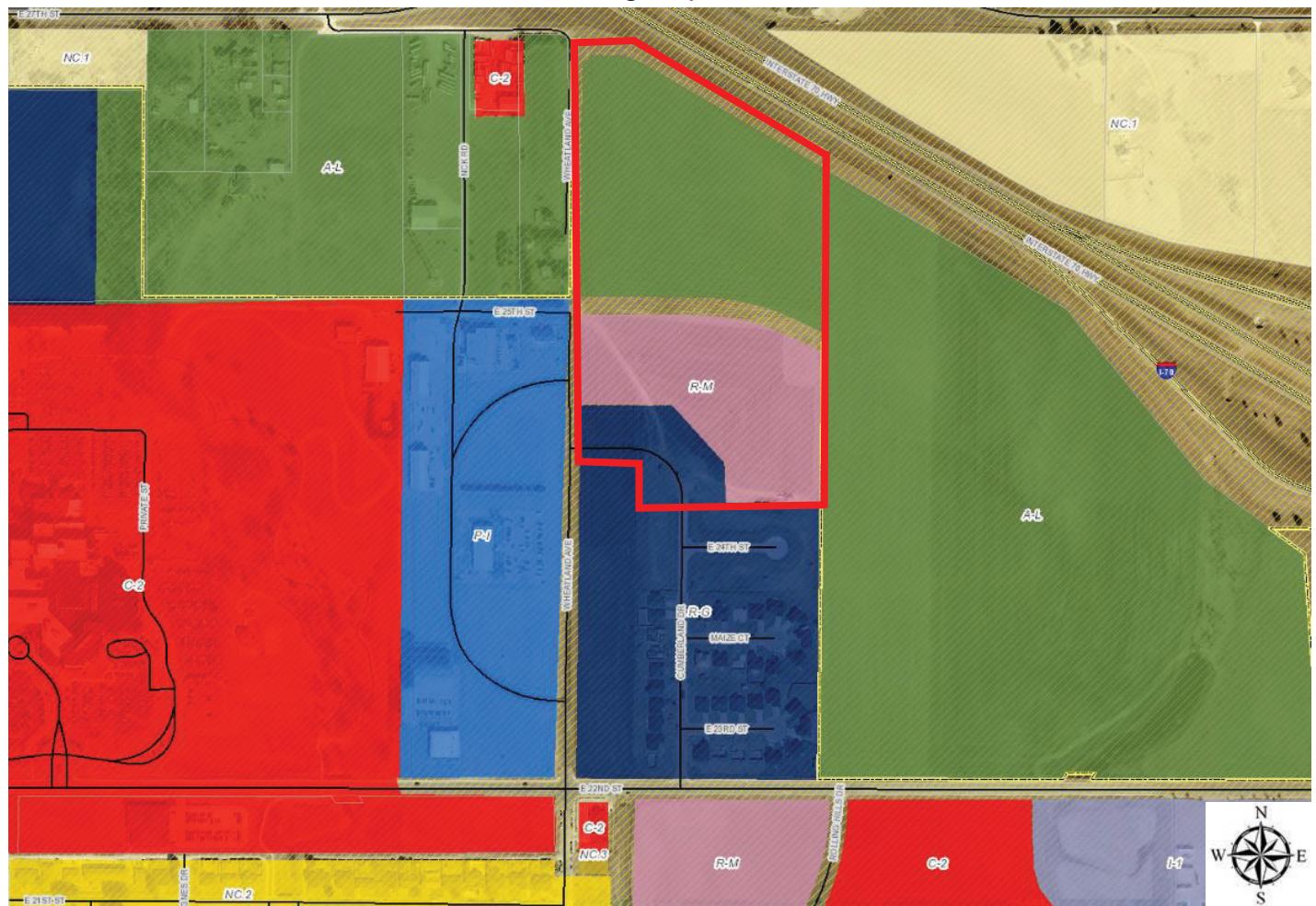
Planning Commission Findings of Fact

Planning Commission Minutes (Excerpt)

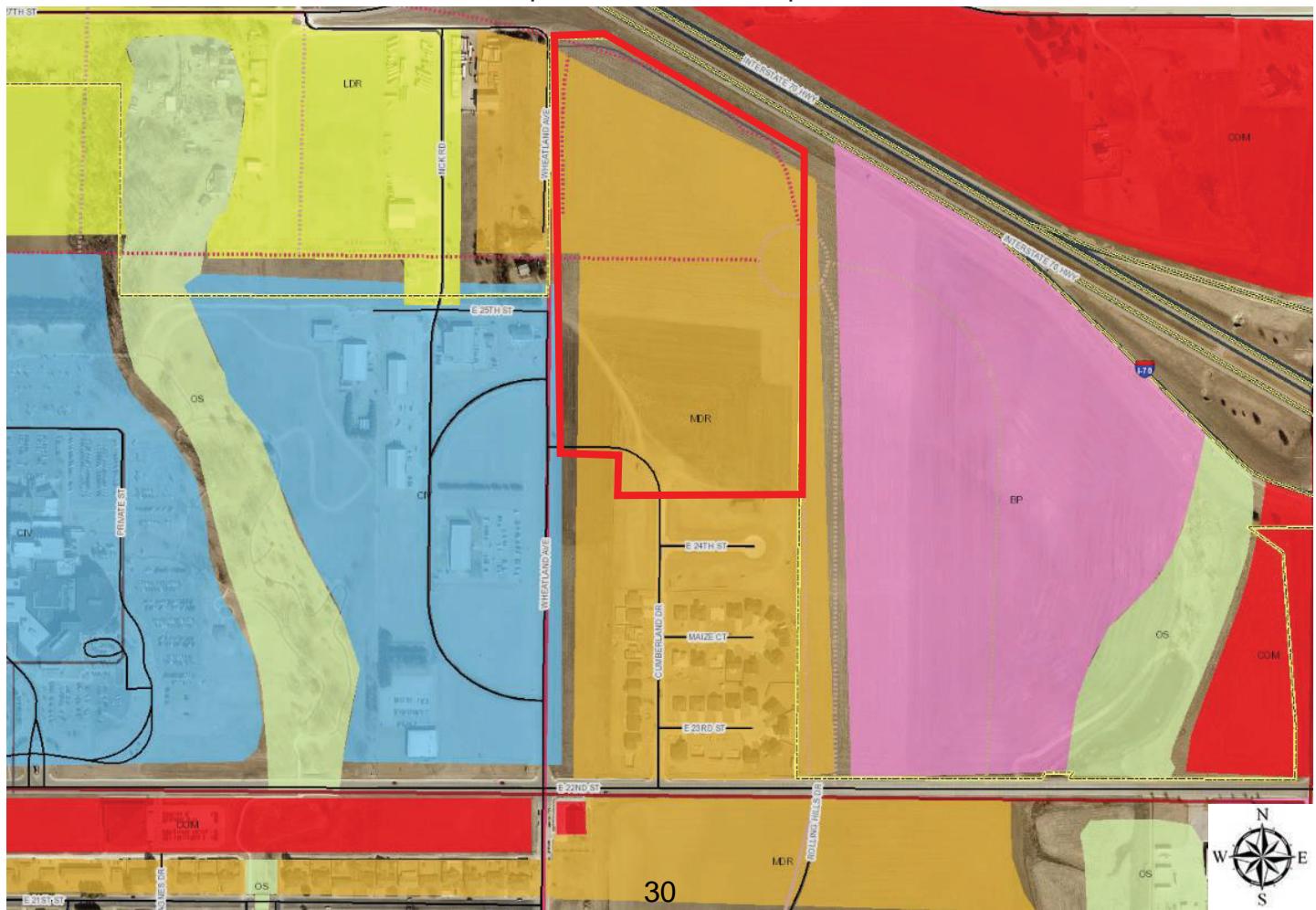
Ordinance



Zoning Map



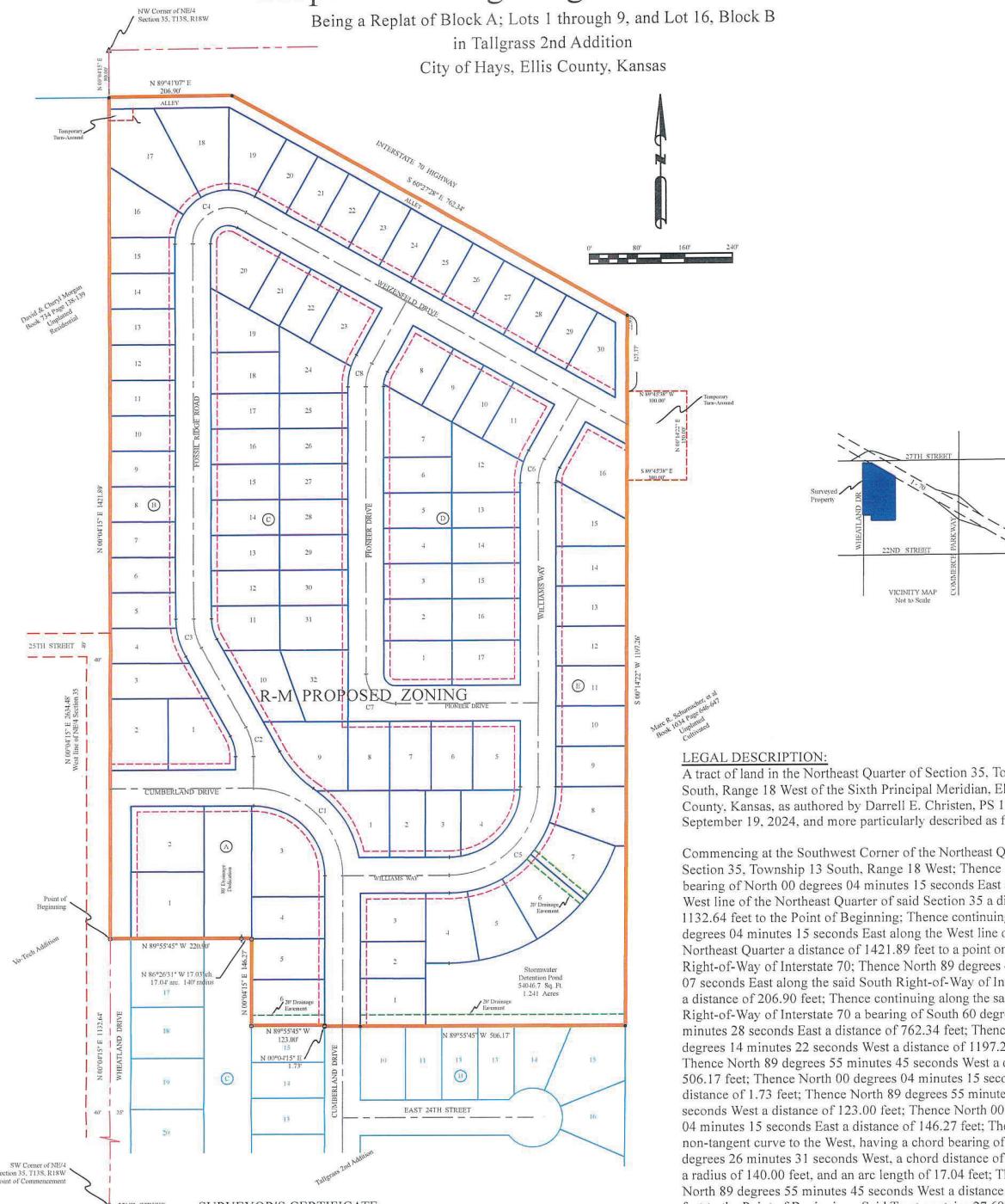
Comprehensive Plan Map



REZONING EXHIBIT A

Proposed Zoning Tallgrass 4th Addition

Being a Replat of Block A; Lots 1 through 9, and Lot 16, Block B
in Tallgrass 2nd Addition
City of Hays, Ellis County, Kansas



SURVEYOR'S CERTIFICATE:
I, Darrell E. Christen, Professional Surveyor #1367 in the State of Kansas, certify that the survey shown on this plat was made by me or under my direct supervision on October 31st, 2024. This plat is true and correct to the best of my knowledge and belief.



Gow-Hay,
Tallgrass 4th Addition
Hays, KS 67601

ADVANCED LAND SURVEYING
& DRAFTING

PO Box 27 Hwy 49, Hays, KS 67601 • 785-626-0440 • Fax 1-800-626-0440

Sheet 1 of 1 | Project # 24-0028
Drawn DEC Scale 1"=80'
Approved DEC Date 10/31/2024

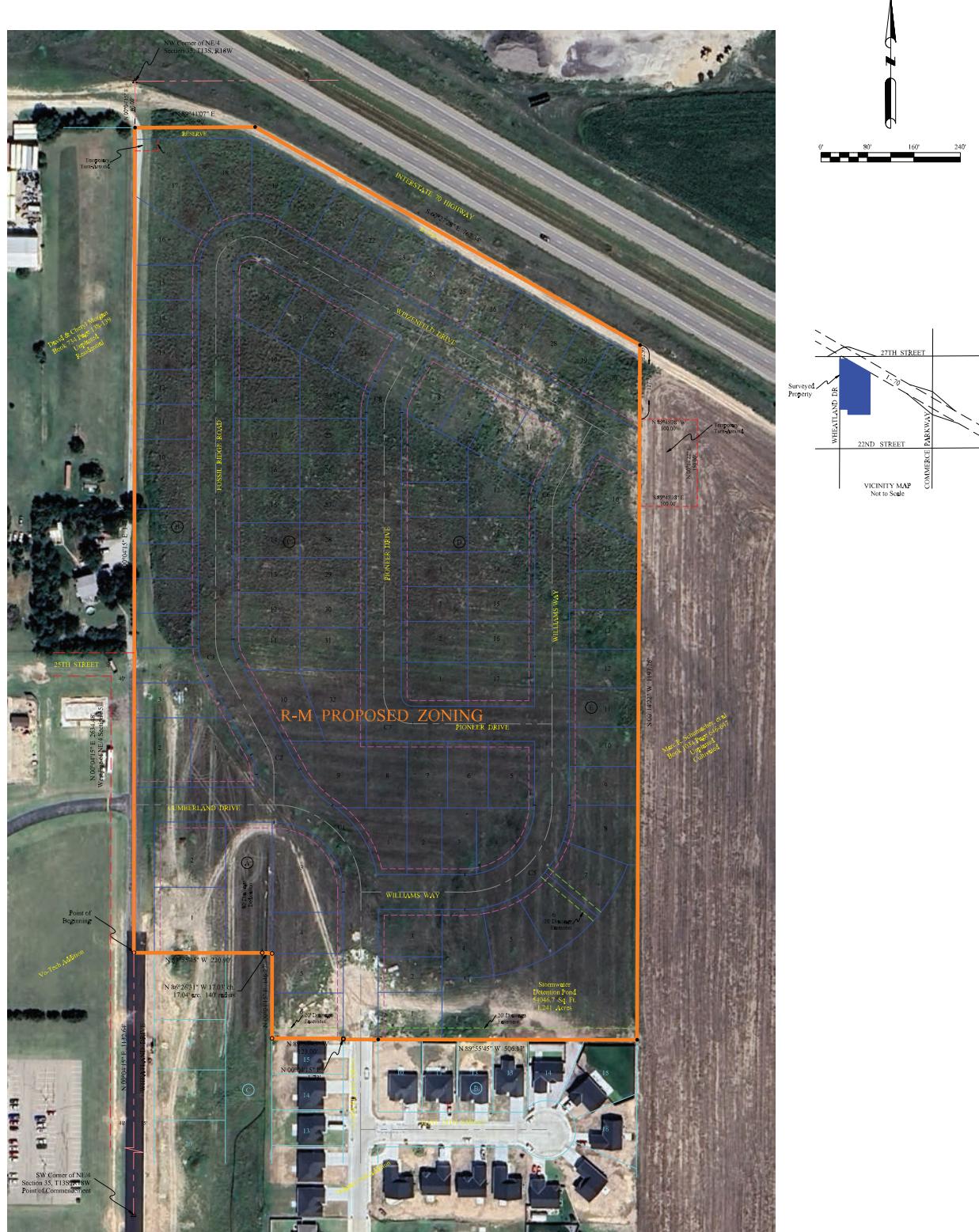
REZONING EXHIBIT A

Proposed Zoning Tallgrass 4th Addition

Being a Replat of Block A; Lots 1 through 9, and Lot 16, Block B

in Tallgrass 2nd Addition

City of Hays, Ellis County, Kansas



City of Hays UDC Regulations for Residential Multi-Family District R-M

R-M Zoning allows the following:

Uses by Right:

- o Apartment
- o Group Day Care Center
- o Public Utilities
- o Schools, Private & Public
- o Single Family Detached
- o Standard Residential Neighborhood
- o Transportation Stop (Bus & Taxi)

Limited use:

- o Assisted Living Facility
- o Child-Care Facility,
 Family Day Care Home
- o Child-Care Facility,
 Group Day Care Home
- o Child-Care Facility,
 Youth Residential
- o Duplex
- o Golf Course
- o Home Occupations
- o Library
- o Manufactured Home
- o Modular Home
- o Nursing or Convalescent Home
- o Place of Public Assembly- (Event Facilities,
 Meeting Halls, Private Clubs,
 Lodges, Place of Worship)
- o Power Generation, Small-scale
 (Renewable; Noncombustible)
- o Recreation and Fitness, Outdoor
- o Townhouse
- o Triplex
- o Wireless Telecommunication Facilities
 (Stealth & Attached)

Uses by Exception:

- o Cemetery or Mausoleum
- o Government and Public Institutions
- o Funeral Home/ Mortuary/Funeral
 Chapel/Crematory
- o Substations (Electrical and Telephone)

PLANNING COMMISSION FINDING OF FACT

1. **CASE NO:** 2024-03Z **FILING FEE PAID:** \$140.00
 2. **DATE FILED:** 11/1/2024
 3. **DATE ADVERTISED FOR HEARING:** 11/25/2024 through 12/15/2024
 4. **PUBLIC HEARING DATE:** 12/16/2024
 5. **APPLICANT'S NAME:** Heart of America Development Corporation, Inc
 6. **LOCATION OF PROPERTY:** Land near 25th & Wheatland Ave. located in the Northeast Quarter of Section 35, Township 13 South, Range 18 West of the Sixth Principal Meridian, Ellis County, Kansas
 7. **DESCRIPTION OF PROPERTY:** Agriculture and Residential General
 8. **PRESENT USE OF PROPERTY:** Agriculture and Residential General
 9. **PRESENT ZONING:** "A-L" Agriculture and "R-G" Residential General
REQUESTED ZONING: "R-M" Residential Multi-Family
-

1. **CHARACTER OF THE NEIGHBORHOOD:**
DIRECTION

NORTH: Agriculture (Across I-70)

SOUTH: Residential

EAST: Agriculture

WEST: Technical College

2. **THE ZONING OF SURROUNDING PROPERTY:**
DIRECTION

NORTH: A-L Agriculture

SOUTH: R-G Residential General

EAST: A-L Agriculture

WEST: A-L Agriculture & P-I Public and Institutional

3. **CONSIDERATION OF THE RECOMMENDATIONS OF PERMANENT PROFESSIONAL STAFF:** Staff recommends approval of the rezoning from (A-L) Agriculture District and (R-G) Residential General to (R-M) Residential Multi-Family as it is compatible with the adjacent zoning districts.

- A. DEDICATION OR RESERVATION NEEDED FOR:**
- 1. DRAINAGE: YES**
 - 2. STREETS: YES**
 - 3. UTILITY EASEMENTS:**
 - a. ELECTRICITY: YES**
 - b. GAS: YES**
 - c. SEWERS: YES**
 - d. WATER: YES**
 - 4. WALKING/MULTI-PURPOSE PATH EASEMENT: NO**
 - 5. SHOULD PLATTING BE REQUIRED: PLATTING IS IN PROCESS**
- B. TRAFFIC CONDITIONS:**
- 1. CLASSIFICATION OF STREET ON WHICH PROPERTY FRONTS: LOCAL**
 - 2. RIGHT-OF-WAY WIDTH: 60'**
 - 3. SIGHT DISTANCE: OK**
 - 4. TURNING MOVEMENTS: OK**
 - 5. COMMENTS ON TRAFFIC: LOCAL**
- 4. THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED:** This is a vacant tract of land that will provide opportunity for infill of different housing types.
- 5. THE EXTENT TO WHICH REMOVAL OF THE RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTY:** Removal of restrictions will not affect nearby property negatively. The uses nearby fit into the R-M Residential Multi-Family zoning district.
- 6. THE LENGTH OF TIME THE SUBJECT PROPERTY HAS REMAINED VACANT AS ZONED:** The property has been in its current ag use for 40 plus years.
- 7. THE RELATIVE GAIN TO THE PUBLIC HEALTH, SAFETY, AND WELFARE BY THE DESTRUCTION OF THE VALUE OF THE NEIGHBORING PROPERTY, AS COMPARED TO THE HARSHSHIP IMPOSED ON THE INDIVIDUAL LANDOWNER:** Neighboring property values typically tend to stay level or increase as new development takes place in adjacent areas, as long as the development stays within the character of the existing neighborhood. The impact of the rezoning, if approved, should not be destructive to neighboring property and should enhance the surrounding area as development occurs.
- 8. THE CONFORMANCE OF THE REQUESTED CHANGE TO THE ADOPTED OR RECOGNIZED MASTER PLAN BEING UTILIZED BY THE CITY:** The Comprehensive Plan identifies this area as MDR (Medium Density Residential). Any type of residential use will have a compatible rating of 5 out of 5 adjacent to any other residential uses, making this logical for development.

MINUTES EXCERPT
HAYS AREA PLANNING COMMISSION
CITY HALL COMMISSION CHAMBERS
DECEMBER 16, 2024
4:00 P.M.

1. PUBLIC HEARING ITEMS:

A. Public Hearing for the Rezoning Request from “A-L” Agriculture District and “R-G” Residential General District to “R-M” Residential Multi-Family District for the proposed property at 25th & Wheatland Ave, Hays, Kansas.

Curtis Deines provided a PowerPoint presentation regarding the rezoning request from “A-L” Agriculture District and “R-G” Residential General to “R-M” Residential Multi-Family for the fourth phase of Heart of America Development Corporation’s workforce housing project. Part of the property is already zoned R-M and will remain unchanged. The R-M designation is sought to offer more housing type options and flexibility for the developer, including higher-density residential uses like apartments. This phase will include extending water and sewer services, aligning with the Comprehensive Plan’s designation of the area of Medium Density Residential (MDR). The development is compatible with surrounding residential uses and supports continued growth.

The primary objective for rezoning to R-M is to allow for higher-density development. The key difference between R-M and R-G zoning is the side yard setback, which is reduced from 7 ft to 4 ft. This change enables smaller lots with a minimum width of 45 ft and allows structures to be built closer together, increasing overall density. The intent is to replicate the workforce housing model used in the southern development, with additional options for duplexes or townhomes. He provided visuals of the current zoning and what is proposed, along with the future land use map showing the Medium Density Residential for this area.

Mr. Deines provided a list of Uses by Right and Limited Uses for R-M Zoning. He then provided the Uses by Exception, which requires Hays Area Board of Zoning Appeals approval. He provided the options to be considered by the Planning Commission and gave the staff’s recommendation of changing the zoning as requested.

Matthew Wheeler opened the Public Hearing and asked for any citizen comments. Cheryl Morgan owns property to the west of the proposed development. She would like to know if the future land use map is something she needs to worry about in the future as far as her property zoning is concerned, as she would like to keep it agricultural. Matthew Wheeler stated that they can’t force her to change

her zoning. He stated that a future land use map was put together for them as a city, but we can't force her to change her zoning.

Matthew Wheeler closed the Public Hearing.

Motion:

Jim Schreiber moved to approve Staff Findings of Fact; Mike Vitztum seconded.

Vote: AYES

Matthew Wheeler, Jim Schreiber, Mike Vitztum, Dustin Schlaefli, Brian Garrett, and Joseph Boeckner

Motion:

Mike Vitztum moved to change the zoning from A-L Agriculture District and R-G Residential General to R-M Residential Multi-Family as it is compatible with the adjacent zoning districts; Jim Schreiber seconded.

Vote: AYES

Matthew Wheeler, Jim Schreiber, Mike Vitztum, Dustin Schlaefli, Brian Garrett, and Joseph Boeckner

ORDINANCE NO. _____

AN ORDINANCE REZONING A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 18 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ELLIS COUNTY, KANSAS, AS AUTHORED BY DARRELL E. CHRISTEN, PS 1367, ON SEPTEMBER 19, 2024, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER SECTION 35, TOWNSHIP 13 SOUTH, RANGE 18 WEST; THENCE ON A BEARING OF NORTH 00 DEGREES 04 MINUTES 15 SECONDS EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 A DISTANCE OF 1132.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 04 MINUTES 15 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 1421.89 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF INTERSTATE 70; THENCE NORTH 89 DEGREES 41 MINUTES 07 SECONDS EAST ALONG THE SAID SOUTH RIGHT-OF-WAY OF LINTERSTATE 70 A DISTANCE OF 206.90 FEET; THENCE CONTINUING ALONG THE SAID SOUTH RIGHT-OF-WAY OF LINTERSTATE 70 A BEARING OF SOUTH 60 DEGREES 27 MINUTES 28 SECONDS EAST A DISTANCE OF 762.34 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 22 SECONDS WEST A DISTANCE OF 1197.26 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 45 SECONDS WEST A DISTANCE OF 506.17 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 15 SECONDS EAST A DISTANCE OF 1.73 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 45 SECONDS WEST A DISTANCE OF 123.00 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 15 SECONDS EAST A DISTANCE OF 146.27 FEET; THENCE ON A NON-TANGENT CURVE TO THE WEST, HAVING A CHORD BEARING OF NORTH 86 DEGREES 26 MINUTES 31 SECONDS WEST, A CHORD DISTANCE OF 17.03 FEET, A RADIUS OF 140.00 FEET, AND AN ARC LENGTH OF 17.04 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 45 SECONDS WEST A DISTANCE OF 220.90 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 27.697 ACRES MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS OR RIGHTS-OF-WAY OF RECORD

FROM "A-L" (AGRICULTURE) AND "R-G" (RESIDENTIAL GENERAL) TO "R-M" (RESIDENTIAL MULTI-FAMILY).

WHEREAS, the Hays Area Planning Commission, after due and legal notice published on City of Hays website, its official publication, on November 25, 2024, and after a public hearing held in conformity with such notice on December 16, 2024, did, on the last-mentioned date, recommend to the Governing Body of the City of Hays, Kansas, the rezoning of the following described real estate:

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 18 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ELLIS COUNTY, KANSAS, AS AUTHORED BY DARRELL E. CHRISTEN, PS 1367, ON SEPTEMBER 19, 2024, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER SECTION 35, TOWNSHIP 13 SOUTH, RANGE 18 WEST; THENCE ON A BEARING OF NORTH 00 DEGREES 04 MINUTES 15 SECONDS EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 A DISTANCE OF 1132.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 04 MINUTES 15 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 1421.89 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF INTERSTATE 70; THENCE NORTH 89 DEGREES 41 MINUTES 07 SECONDS EAST ALONG THE SAID SOUTH RIGHT-OF-WAY OF LINTERSTATE 70 A DISTANCE OF 206.90 FEET; THENCE CONTINUING ALONG THE SAID SOUTH RIGHT-OF-WAY OF LINTERSTATE 70 A BEARING OF SOUTH 60 DEGREES 27 MINUTES 28 SECONDS EAST A DISTANCE OF 762.34 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 22 SECONDS WEST A DISTANCE OF 1197.26 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 45 SECONDS WEST A DISTANCE OF 506.17 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 15 SECONDS EAST A DISTANCE OF 1.73 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 45 SECONDS WEST A DISTANCE OF 123.00 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 15 SECONDS EAST A DISTANCE OF 146.27 FEET; THENCE ON A NON-TANGENT CURVE TO THE WEST, HAVING A CHORD BEARING OF NORTH 86 DEGREES 26 MINUTES 31 SECONDS WEST, A CHORD DISTANCE OF 17.03 FEET, A RADIUS OF 140.00 FEET, AND AN ARC LENGTH OF 17.04 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 45 SECONDS WEST A DISTANCE OF 220.90 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 27.697 ACRES MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS OR RIGHTS-OF-WAY OF RECORD

FROM "A-L" (AGRICULTURE) AND "R-G" (RESIDENTIAL GENERAL) TO "R-M" (RESIDENTIAL MULTI-FAMILY).

WHEREAS, upon due consideration, it appears that the best interests of the City of Hays, Kansas, will be served by approving said rezoning recommendation of the Hays Area Planning Commission.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HAYS, KANSAS:

Section 1. That the following-described real estate, to-wit:

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 18 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ELLIS COUNTY, KANSAS, AS AUTHORED BY DARRELL E. CHRISTEN, PS 1367, ON SEPTEMBER 19, 2024, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER SECTION 35, TOWNSHIP 13 SOUTH, RANGE 18 WEST; THENCE ON A BEARING OF NORTH 00 DEGREES 04 MINUTES 15 SECONDS EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 A DISTANCE OF 1132.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 04 MINUTES 15 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 1421.89 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF INTERSTATE 70; THENCE NORTH 89 DEGREES 41 MINUTES 07 SECONDS EAST ALONG THE SAID SOUTH RIGHT-OF-WAY OF LINTERSTATE 70 A DISTANCE OF 206.90 FEET; THENCE CONTINUING ALONG THE SAID SOUTH RIGHT-OF-WAY OF LINTERSTATE 70 A BEARING OF SOUTH 60 DEGREES 27 MINUTES 28 SECONDS EAST A DISTANCE OF 762.34 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 22 SECONDS WEST A DISTANCE OF 1197.26 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 45 SECONDS WEST A DISTANCE OF 506.17 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 15 SECONDS EAST A DISTANCE OF 1.73 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 45 SECONDS WEST A DISTANCE OF 123.00 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 15 SECONDS EAST A DISTANCE OF 146.27 FEET; THENCE ON A NON-TANGENT CURVE TO THE WEST, HAVING A CHORD BEARING OF NORTH 86 DEGREES 26 MINUTES 31 SECONDS WEST, A CHORD DISTANCE OF 17.03 FEET, A RADIUS OF 140.00 FEET, AND AN ARC LENGTH OF 17.04 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 45 SECONDS WEST A DISTANCE OF 220.90 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 27.697 ACRES MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS OR RIGHTS-OF-WAY OF RECORD

BE REZONED FROM "A-L" (AGRICULTURE) AND "R-G" (RESIDENTIAL GENERAL) TO "R-M" (RESIDENTIAL MULTI-FAMILY).

Section 2. The aforesaid Ordinance shall take effect and be in force from and after passage and publication on the City of Hays Website, the official city news outlet for legal publication notifications for the City of Hays, Kansas.

PASSED by the Governing Body on the _____ day of _____, 2025.

SANDY JACOBS
Mayor

ATTEST:

JAMI BREIT
City Clerk

(SEAL)



City Commission Work Session

Agenda Memo

From: Curtis W. Deines, Planning & Development Superintendent

Work Session: January 16, 2025

Subject: Tallgrass 4th Addition – Final Plat

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

Summary

An application has been submitted for the Final Plat of the Tallgrass 4th Addition. This area is the fourth phase of Heart of America Development Corporation's workforce housing project. The proposed plat includes 101 lots in total. The rezoning of this property is being considered under a separate agenda item. The Final Plat meets the requirements of the current subdivision regulations regarding lot size, setbacks, and specific utility requirements. Staff, as well as the Hays Area Planning Commission (by a vote of 6-0), recommend approving the Tallgrass 4th Addition Final Plat as submitted.

Background

An application has been submitted for the Final Plat of the Tallgrass 4th Addition. This area is the fourth phase of Heart of America Development Corporation's workforce housing project. 54 homes have been completed in the first and second phases of this development since 2021. 12 homes in the third phase will be completed in the next 12 months. The rezoning of this property will also take place under a separate agenda item. Completing the platting process will allow development to occur.

Discussion

The proposed plat includes blocks and lots. There are 101 lots in total. Staff has reviewed the proposed plat, which was also reviewed by the Utility Advisory Committee on December 3, 2024. Any concerns noted at that time were addressed. City water and sewer are available and will be extended for development.

The property is currently zoned Agriculture District (A-L) and Residential General (R-G). It is being requested to be rezoned to Residential Multi-Family (R-M) under a separate agenda item.

Legal Consideration

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

Financial Consideration

There are no known financial benefits or detriments to the City of Hays at this time as a result of this Final Plat.

Options

The City Commission has the following options:

- Approve the Tallgrass 4th Addition Final Plat as submitted
- Request further changes or consideration to the Tallgrass 4th Addition Final Plat
- Do not approve the Tallgrass 4th Addition Final Plat

Recommendation

Staff, as well as the Hays Area Planning Commission (by a vote of 6-0), recommends approving the Tallgrass 4th Addition Final Plat.

Action Requested

Approve a Resolution accepting the Tallgrass 4th Addition Final Plat as submitted.

Supporting Documentation

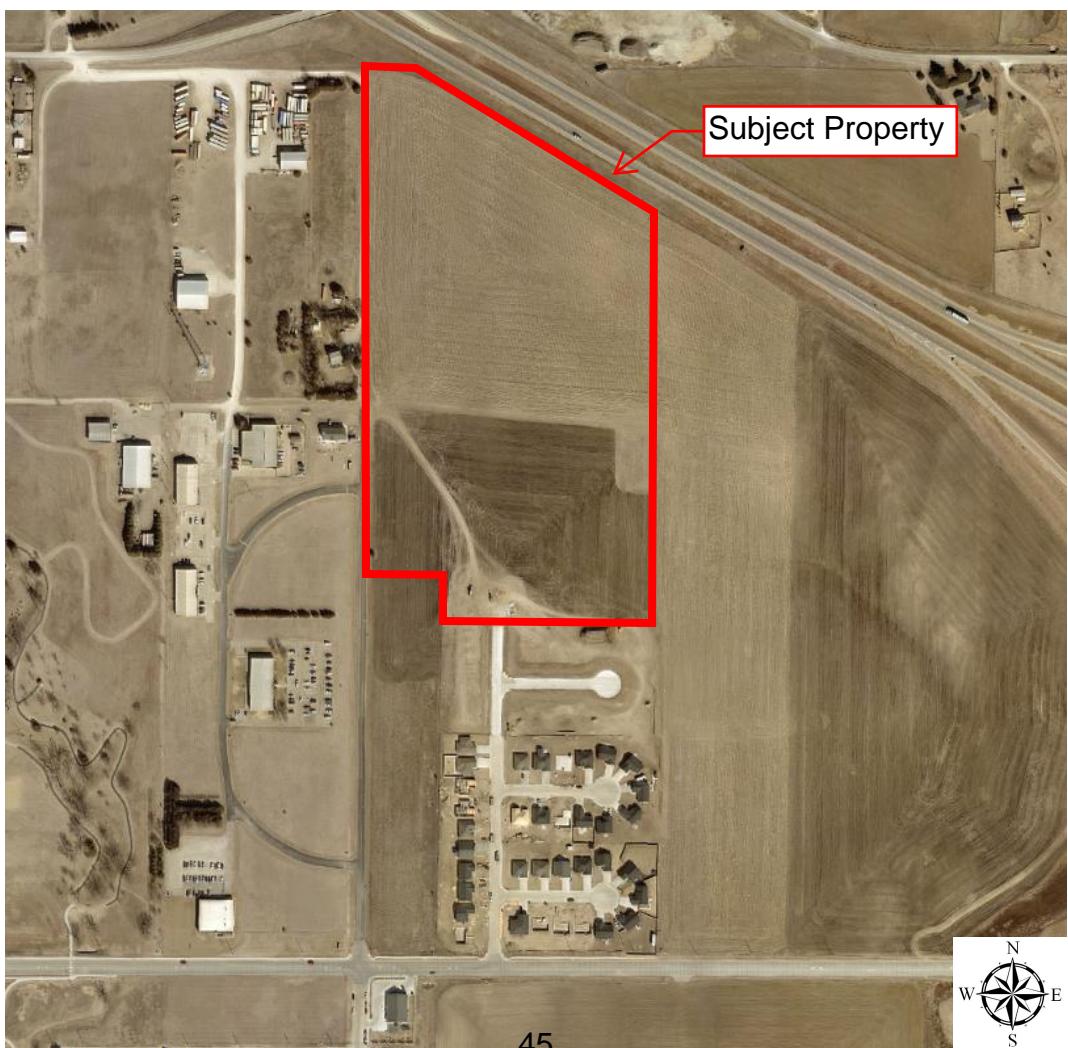
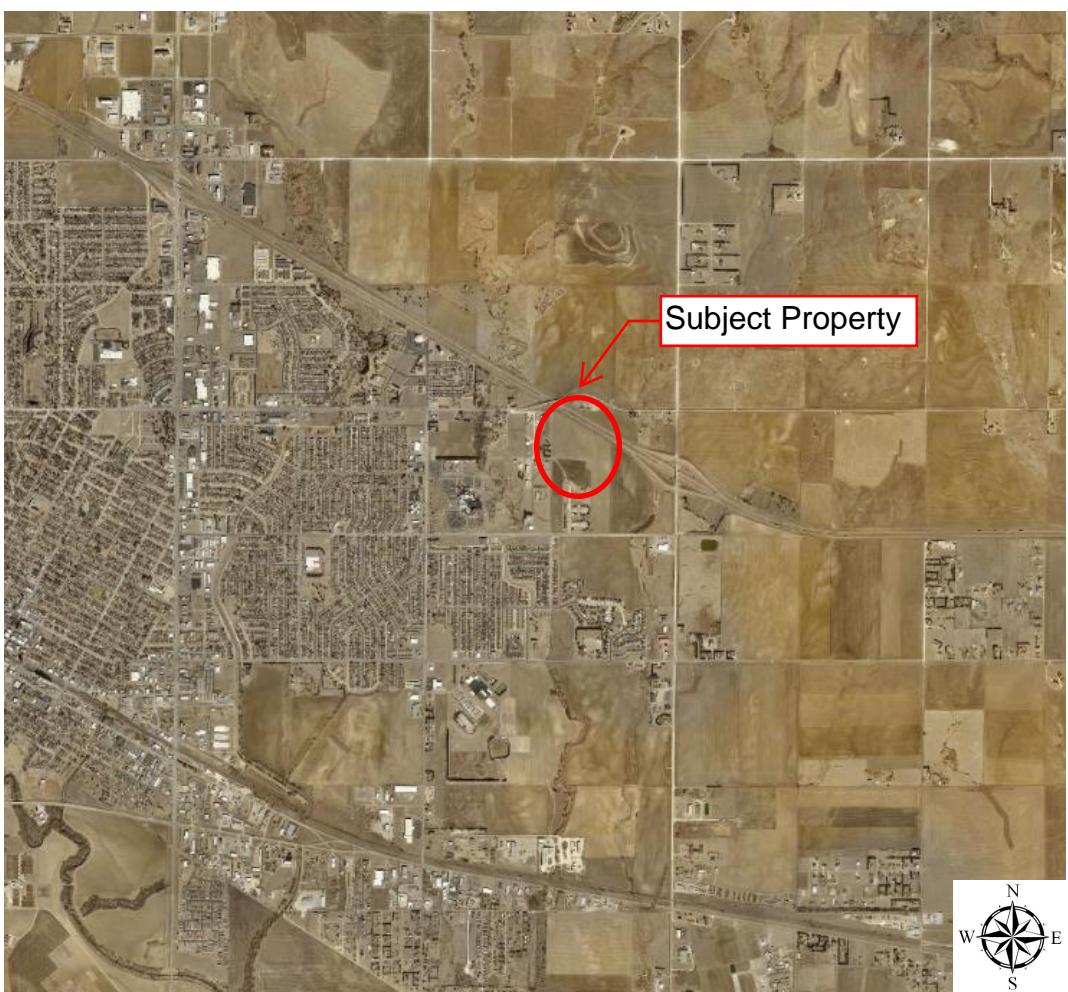
Visuals

Final Plat

Final Plat Checklist

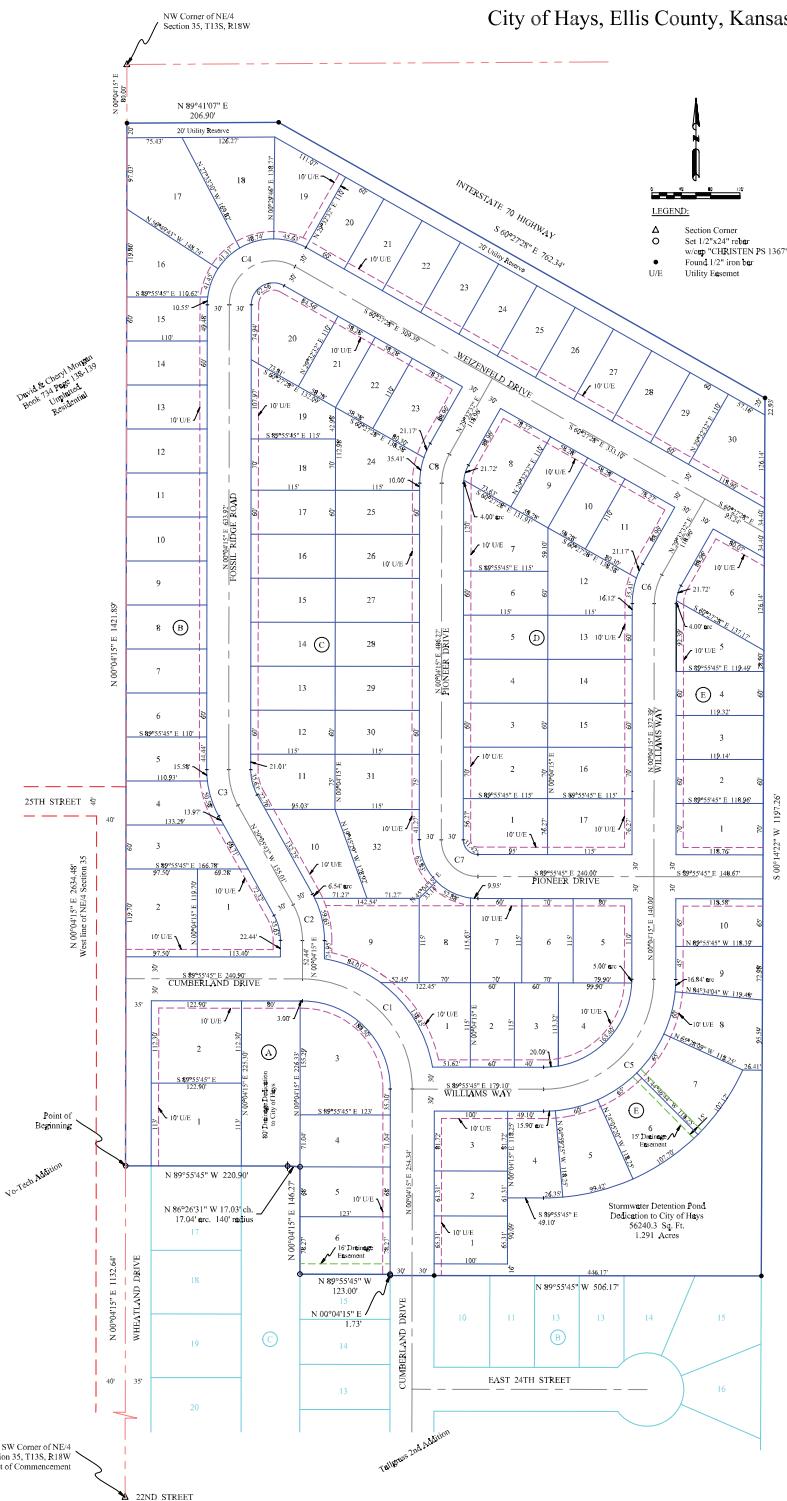
Planning Commission Minutes (Excerpt)

Resolution



Final Plat of TALLGRASS 4TH ADDITION

Being a Replat of Block A; Lots 1 through 9, and Lot 16, Block B
in Tallgrass 2nd Addition
City of Hays, Ellis County, Kansas



Final Plat of

TALLGRASS 4TH ADDITION

Being a Replat of Block A; Lots 1 through 9, and Lot 16, Block B
in Tallgrass 2nd Addition
City of Hays, Ellis County, Kansas



LEGAL DESCRIPTION:
A tract of land in the Northeast Quarter of Section 35, Township 13 South, Range 18 West, in the City of Hays, Ellis County, Kansas, containing approximately 27.697 acres, more or less, described as follows:

Commencing at the Southwest Corner of the Northwest Quarter Section 35, Township 13, Range 18 West; Thence on a bearing of North 00 degrees 04 minutes 15 seconds East along the West line of the Northeast Quarter of said Section 35 a distance of 132.64 feet to the Point of Beginning; Thence North 89 degrees 55 minutes 45 seconds East along the South Right-of-Way of Interstate 70; Thence North 89 degrees 41 minutes 07 seconds East along the South Right-of-Way of Interstate 70; a distance of 205.90 feet; Thence North 89 degrees 27 minutes 29 seconds East a distance of 762.34 feet; Thence South 00 degrees 14 minutes 22 seconds West a distance of 119° 26' feet; Thence North 89 degrees 55 minutes 45 seconds East along the South Right-of-Way of Interstate 70; a distance of 142.89 feet; Thence North 89 degrees 55 minutes 45 seconds East along the South Right-of-Way of Interstate 70; a distance of 123.00 feet; Thence North 00 degrees 04 minutes 15 seconds East a distance of 146.27 feet; Thence on a non-tangent curve to the West, having a chord bearing of North 36 degrees 45 minutes 45 seconds West; a radius of 170.00 feet; a deflection angle of 110.00 degrees, and an arc length of 17.03 feet; Thence North 89 degrees 55 minutes 45 seconds West a distance of 220.90 feet to the Point of Beginning. Said tract contains 27.697 acres more or less and is subject to any easements or rights-of-way of record.

STREETS AND EASEMENTS:

Streets as shown on this plat and not heretofore dedicated to and for public use are hereby dedicated.

These streets are hereby dedicated for public use as utility easements right-of-way, which are to run throughout the dashed lines in width indicated as set forth on this plat, and said easements may be employed for the purpose of installing, operating and maintaining water lines, electric lines, telephone lines, and all other forms and types of public utilities, now or hereafter used, by the public over, under, and alongside any marked "Utility Easement". These shall be in implementation of and upon the 20th Amendment with Restrictions as shown in Lots 17 through 30, Block B.

OWNER'S CERTIFICATE:

I, Brian Vonfelds, being duly sworn, do hereby certify that I am the undisputed property owner(s) of the land above described and caused the same to be surveyed and plotted into Lots, Streets, and Easements, the same to be known as "Tallgrass 4th Addition", in the City of Hays, Ellis County, Kansas, and am hereby dedicated to and for the use of the public, and the restrictions indicated in the plat are to be observed and observed by me for the purpose of constructing, operating, maintaining and repairing all public utilities.

Brian Vonfelds, Board President
Heart of America Development Corporation, Inc.

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 Bryan Vonfelds,
Board President of Heart of America Development Corporation, Inc., to me
personally known to be the same person who executed the foregoing instrument of
witnessing, duly acknowledged the execution of same in testimony whereof, I have
hereunto set my hand and affixed my seal at said, the day and year above written.

Notary Public

My Commission Expires _____

APPROVALS:

This plat, Tallgrass 4th Addition, has been submitted to and approved by the Hays Planning Commission this _____ day of 2025

Matthew Wheeler, Chairperson

Joseph Boeckner, Secretary

The dedications shown on this plat are accepted by the City Commission of the City of Hays, Kansas, this _____ day of 2025

Sandy Jacobs, Mayor

ATTEST:

Juni Brat, City Clerk

Donald F. Hoffmeyer, Attorney for the City of Hays

TRANSFER:

Entered on transfer record this _____ day of 2025

Bobbi Dreiling, 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 Herzig, Register of Deeds

Resolution # _____ filed for record in Book _____ Page _____

Plat and Dedication documents filed for record in Book _____ Page _____

REVIEWED AND APPROVED:

Patent E. Christian, Professional Surveyor #1367
in the State of Kansas, has reviewed and approved this plat
for filing in the County of Ellis, Kansas. He certifies that it is a correct
copy of the original plat as recorded in his office.

Patent E. Christian, Professional Surveyor #1367
in the State of Kansas, has reviewed and approved this plat
for filing in the County of Ellis, Kansas. He certifies that it is a correct
copy of the original plat as recorded in his office.

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FINAL PLAT CHECK-LIST

DATE: 12-2-2024

NAME OF SUBDIVISION: **TALLGRASS 4TH ADDITION**

NAME OF OWNER:**HEART OF AMERICA CORPORATION INC.**

NAME OF SUBDIVIDER: **HEART OF AMERICA CORPORATION INC.**

NAME OF PERSON WHO PREPARED THE PLAT: **ADVANCED LAND SURVEYING & DRAFTING, LLC**

PERSON WHO COMPLETED THIS CHECKLIST: **KATE ARMSTRONG**

Instructions:

The following checklist is to be completed by the City Staff and shall accompany the Final Plat when it is submitted to the Planning Commission. Indicate N/A if not applicable.

Does the Final Plat show the following information?

1. Name and Location:

YES NO

Name of Subdivision	X	
Location of section, township, range, county and state including the descriptive boundaries of the sub-division based on an accurate traverse, giving angular and linear dimensions, which must be mathematically correct. The allowable error of closing on any portion of the plat shall be 1 foot in 5,000.	X	
Location of monuments or bench marks. Location of such monuments shall be shown in reference to existing official monuments of the nearest established street lines, including the true angles and distances to such reference points or monuments.	X	

2. Title Bar:

YES NO

The name, signature and seal of the licensed land surveyor preparing the plat.	X	
The scale of the plat (scale to be shown graphically and in feet per inch).	X	
Date of Preparation and north point.	X	

	YES	NO
The location of lots, streets, public highways, alleys, parks, & other features, with accurate dimensions in feet & decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground.	<input checked="" type="checkbox"/>	
Lots shall be numbered clearly. Blocks shall be numbered or lettered clearly in the center of the block.	<input checked="" type="checkbox"/>	
The exact locations, widths and names of all streets with dimensions.	<input checked="" type="checkbox"/>	
The boundary lines and description of the boundary lines of any area other than streets and alleys which are to be dedicated or reserved for public use.	<input checked="" type="checkbox"/>	
Building setback lines on the front and side streets, with dimensions.	<input checked="" type="checkbox"/>	
	YES	NO
A statement dedicating all easements, streets, alleys and all other public areas not previously dedicated.	<input checked="" type="checkbox"/>	
A certificate signed and acknowledged by all parties having any record, or interest in the land subdivided, and consenting to the preparation & recording of the subdivision plat.	<input checked="" type="checkbox"/>	
A certificate signed & acknowledged as in Subsection B.4.b. dedicating or reserving all parcels of land shown on the final plat and intended for any public or private use, including those parcels which are intended for the exclusive use of the lot owners of the subdivision, their licensees, visitors, tenants and servants.	<input checked="" type="checkbox"/>	
A certificate signed by the licensed land surveyor responsible for the survey and the final plat. The signature of the said engineer shall be accompanied by his seal.	<input checked="" type="checkbox"/>	
The acknowledgement of a notary in the proper form.	<input checked="" type="checkbox"/>	
The certificate of the Planning Commission in the proper form.	<input checked="" type="checkbox"/>	
The Certificate of the register of deeds in the proper form.	<input checked="" type="checkbox"/>	

5. Supplemental Information**YES NO**

Title Report. A title report by an abstract or a title insurance company, or an attorney's opinion of title, showing the name of the owner of the land and all other persons who have an interest in, or an encumbrance on, the plat. The consent of all such persons shall be shown on the plat.	X	
Taxes Paid Receipt. A certificate showing that all taxes and special assessments due and payable have been paid in full; or if such taxes have been protested as provided by law, moneys or other sufficient escrows guaranteeing such payment of taxes in the event the protest is not upheld, may be placed on deposit with such officials or governing bodies to meet this requirement	X	
CCRs. A copy of any <u>covenants, conditions, and restrictions</u> (CCRs), or any other deed restrictions, applicable to the subdivision.	X	
Confirmation of Setting Monuments. Certification from the land surveyor platting said area that all permanent monuments as required have been set.	X	
Development Plan. A plan showing the size and location of all improvements to be made in the subdivision, such as curb, gutter, street paving, and water and sewer lines. The plan also declares which improvements the subdivided intends to make prior to opening the subdivision for development.	X	
Supplemental Information. Any additional supplemental information as needed by Zoning Administrator and/or Planning Commission to review and decide approval or disapproval of the application.	X	
Digital Submission. The final plat shall be submitted in digital format as specified by the Zoning Administrator.	X	

MINUTES EXCERPT
HAYS AREA PLANNING COMMISSION
CITY HALL COMMISSION CHAMBERS
December 16, 2024
4:00 P.M.

1. NON-PUBLIC HEARING ITEMS:

A. Final Plat of Tallgrass 4th Addition

Curtis Deines provided a PowerPoint presentation regarding lot agreement and street description of the proposed Plat. He stated that this is a replat of the Tallgrass 2nd Addition to the City of Hays. He explained that there will be 101 lots available with several streets. There are a couple of connection points, one toward the North and one in the middle for potential connection to the East. There is stormwater detention put into the bottom right hand corner. Midwest Energy recently put in a gas line along I-70 so we would preserve that in either a Utility Easement or a non-developed lot that they will keep and maintain.

Mr. Deines provided options for the Planning Commission to consider. The Plat meets the requirements of the current subdivision regulations regarding lot size, setbacks, and specific utility requirements. Staff recommends approving the Plat as submitted and recommends approval to the Hays City Commission.

Matthew Wheeler asked if Ms. Morgan's address would change. Mr. Deines stated that nothing with her property will change. Joseph Boeckner asked if this would tie into the new road that was upgraded by Heartland. Mr. Deines stated that was correct.

Matthew Wheeler asked for any additional questions. There were none.

Dustin Schlaefli made a Motion to approve the Tallgrass 4th Addition Final Plat; Brian Garrett seconded.

Vote: AYES

Matthew Wheeler, Jim Schreiber, Mike Vitztum, Dustin Schlaefli, Brian Garrett, and Joseph Boeckner

RESOLUTION NO. _____

GOVERNING BODY OF THE CITY OF HAYS, KANSAS TO THE PUBLIC:

WHEREAS, City of Hays, has presented to the Governing Body of the City of Hays, Kansas, a certain Plat of the Tallgrass 4th Addition to Ellis County, Kansas said plat covering the following described real estate, to-wit:

A tract of land in the Northeast Quarter of Section 35, Township 13 South, Range 18 West of the Sixth Principal Meridian, Ellis County, Kansas, as authored by Darrell E. Christen, PS 1367, on September 19, 2024, and more particularly described as follow:

Commencing at the Southwest Corner of the Northeast Quarter Section 35, Township 13 South, Range 18 West; Thence a bearing of North 00 degrees 04 minutes 15 seconds East along the West line of the Northeast Quarter of said Section 35 a distance of 1132.64 feet to the Point of Beginning; Thence continuing North 00 degrees 04 minutes 15 seconds East along the West line of said Northeast Quarter a distance of 1421.89 feet to a point on the South Right-of-Way of Interstate 70; Thence North 89 degrees 41 minutes 07 seconds East along the said South Right-of-Way of Interstate 70 a distance of 206.90 feet; Thence continuing along the said South Right-of-Way of Interstate 70 a bearing of South 60 degrees 27 minutes 28 seconds East a distance of 762.34 feet; Thence South 00 degrees 14 minutes 22 seconds West a distance of 1197.26 feet; Thence North 89 degrees 55 minutes 45 seconds West a distance of 506.17 feet; Thence North 00 degrees 04 minutes 15 seconds East a distance of 1.73 feet; Thence North 89 degrees 55 minutes 45 seconds West a distance of 123.00 feet; Thence North 00 degrees 04 minutes 15 seconds East a distance of 146.27 feet; Thence on a non-tangent curve to the West, having a chord bearing of North 86 degrees 26 minutes 31 seconds West, a chord distance of 17.03 feet, a radius of 140.00 feet, and an arc length of 17.04 feet; Thence North 89 degrees 55 minutes 45 seconds West a distance of 220.90 feet to the Point of Beginning. Said Tract contains 27.697 acres more or less and is subject to any easements or rights-of-way of record.

all situated in the County of Ellis, State of Kansas, to be known as:

**TALLGRASS 4TH ADDITION
to Ellis County, Kansas**

WHEREAS, the said plat has been recommended by the Hays Area Planning Commission and approved by the City Attorney, as required by law, and application having been made for the approval by the Governing Body of the City of Hays, Kansas, and said Governing Body having found said plat to be legal and conforming with the statutes in such matter provided.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HAYS, KANSAS, that the City of Hays hereby approves said plat and dedication and that the City Clerk is hereby authorized and instructed to endorse on said plat the approval herein set forth.

PASSED AND ADOPTED by the Governing Body of the City of Hays, Kansas this _____ day of _____, 2025.

Sandy Jacobs, Mayor

ATTEST:

Jami Breit, City Clerk

(SEAL)



City Commission Work Session

Agenda Memo

From: Jesse Rohr, Director of Public Works

Work Session: January 16, 2025

Subject: Tallgrass 4th Addition – Engineering Services Agreement

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

Summary

The developer (Grow Hays/Heart of America Development Corporation) of Tallgrass 4th Addition is moving forward with development plans for street, storm sewer, water, and sanitary sewer improvements to an area containing 101 lots in the Tallgrass 4th Addition. Sloan Engineering and Consulting has prepared a contract for engineering services to include civil engineering design, contractor bid solicitation, bid review, and final contractor recommendation. The contract is for a lump-sum amount of \$249,850. 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 Tallgrass 4th Addition in the amount of \$249,850.

Background

This proposed development is slated to include lots for approximately 100 single family homes and/or duplexes. The overall project consists of over 4,500 feet of water line, sanitary sewer, and street improvements. Platting and zoning of the proposed development is being considered under separate agenda items. The project is planned to be built all in one phase beginning in late 2025.

Discussion

The developer (Grow Hays/Heart of America Development Corporation) of Tallgrass 4th Addition is moving forward with development plans for street, storm sewer, water, and sanitary sewer improvements to an area containing 101 lots in the Tallgrass 4th Addition. Sloan Engineering and Consulting has prepared a contract for engineering services to include civil engineering design, contractor bid solicitation, bid review, and final contractor recommendation. The contract is for a lump-sum amount of \$249,850. 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 Fall of 2025.

Legal Consideration

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

Financial Consideration

The \$249,850 cost for engineering services per the Engineering Services Agreement will be funded out of Capital Projects. The overall project will be funded through an RHID, subject to approval at a future date.

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 Tallgrass 4th Addition in the amount of \$249,850.

Action Requested

Approve the Engineering Services Agreement with Sloan Engineering and Consulting for the lump-sum amount of \$249,850 for the infrastructure design of Tallgrass 4th Addition to be paid by a 30% pre-construction agreement deposit from Heart of America.

Supporting Documentation

Engineering Services Agreement



December 20th, 2024

Jesse Rohr, Director of Public Works
City of Hays
1002 Vine Street
Hays, Kansas 67601

**RE: Design Engineering Services Proposal
Tallgrass 4th Addition Development**

Dear Mr. Rohr and City Commission Members,

Sloan Engineering and Consulting is pleased to submit this proposal for the Tallgrass 4th Addition Development project. Sloan Engineering was the design engineer for the Tallgrass Phase 3 development and is excited to be considered as the design engineer for the next phase of growth in Hays, Kansas. Sloan Engineering is committed to bringing quality and sustainable engineering design to Hays, with a goal of meeting the needs of the community from within the community.

Consistent with the services provided by Sloan Engineering to communities in western Kansas over the previous 8 years, our firm will deliver precision coupled with value, collaborative communication, and professionalism throughout the project. Leading the design engineering team is Hale Sloan, P.E., owner and principal. He draws from his experiences in civil engineering design in settings ranging from rural communities to mid-sized and major metropolitan cities. Sloan Engineering collaborates closely with other Hays based professionals, including Advanced Land Surveying and Drafting.

Sloan Engineering looks forward to working with the community stakeholders, City staff and area contractors on this exciting new addition to the City of Hays. Thank you for considering Sloan Engineering and Consulting to be part of your team for the Tallgrass 4th Addition Development. If you have any questions regarding this proposal, please contact us at hale@sloanec.com or by phone at 785-621-4692.

Respectfully submitted,
Sloan Engineering and Consulting, LLC

A handwritten signature in black ink that reads "Hale Sloan".

Hale C. Sloan, P.E.
Owner/Principal

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

**FOR
DESIGN ENGINEERING SERVICES
TALLGRASS 4TH ADDITION DEVELOPMENT**

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 Tallgrass 4th Addition Development (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 EJCDC® 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)	\$249,850.00	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.

EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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EXHIBIT A—ENGINEER’S SERVICES

EXHIBIT B—DELIVERABLES SCHEDULE

EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT

EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT
REPRESENTATIVE- NOT USED

EXHIBIT E—EJCDC® C-626, NOTICE OF ACCEPTABILITY OF WORK - NOT USED

EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP) - NOT USED

EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE -
NOT USED

EXHIBIT G—INSURANCE

EXHIBIT H—DISPUTE RESOLUTION - NOT USED

EXHIBIT I—LIMITATIONS OF LIABILITY - NOT USED

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

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

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

EXHIBIT A—ENGINEER’S SERVICES**Exhibit A Table of Contents**

Article 1— BASIC SERVICES	2
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2.01 Additional Services Requiring Owner’s Written Authorization	33

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: Tallgrass 4th Addition Development

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

Expected Construction Start: Fall 2025

Facility Location(s): Hays, Kansas

Current Project Budget: \$5,500,000.00 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 4735 linear feet of residential streets, 4711 linear feet of eight (8) inch waterline system, 4400 linear feet of eight (8) inch wastewater line system with manholes, and 27.69 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 two (2) reserve areas on the southern 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

Exhibit A—Engineer’s Services.

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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 A—Engineer's Services.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
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EXHIBIT B—DELIVERABLES SCHEDULE

Project Kick-Off Meeting.....	February 3, 2025
Field Surveys and Data Collection.....	February 2025
30% Preliminary Design Submittal.....	May 1, 2025
City Review of 30% Design.....	May 15, 2025
Utility Coordination and Permitting.....	June 2, 2025
90% Design Submittal.....	July 1, 2025
City Review of 90% Design.....	July 15, 2025
100% Final Design and Bid Document Submission.....	August 1, 2025
City Review of 100% Design Plans.....	August 15, 2025
Bid Solicitation Phase.....	September 1, 2025
Pre-Bid Meeting.....	September 15, 2025
Bid Compilation and Award Recommendation.....	October 9, 2025

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

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. [Enter Amendment Number]

Owner: City of Hays

Engineer: Sloan Engineering and Consulting, LLC

Project: Tallgrass 4th Addition Development

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

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:

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

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

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 \$249,850.00 based on the following estimated distribution of compensation:

a.	Preliminary Design Phase	\$62,462.50
b.	Final Design Phase	\$149,910.00
c.	Bidding and Negotiating Phase	\$37,477.50

2. 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.
3. 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).
4. 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.
5. 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

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.

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.

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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

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

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



SLOAENG-01

APEREZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eklund Insurance LLC PO BOX 769 Goodland, KS 67735	CONTACT NAME: PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Western Group		
INSURED Sloan Engineering and Consulting LLC 1070 Mount Pleasant Road Hays, KS 67601	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- <input type="checkbox"/> JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ADV3233585-25	10/28/2024	10/28/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ADV3233585-25	10/28/2024	10/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in N/A) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / N	N / A				PER STATUTE OTH- E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
City of Hays 1507 Main St Hays, KS 67601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	CONTACT NAME: Monica Wilks	
	PHONE (A/C, No, Ext): 816-857-7820	FAX (A/C, No):
	E-MAIL ADDRESS: mwilks@holmesmurphy.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : XL Specialty Insurance	37885
INSURED Sloan Engineering and Consulting, LLC 1070 Mt Pleasant Road Hays, KS 67601	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERS

CERTIFICATE NUMBER: 1712581775

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	CLAIMS-MADE	<input type="checkbox"/>	OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						OTHER:	\$
	POLICY	<input type="checkbox"/>	PRO- JECT	<input type="checkbox"/>	LOC			
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
Hired AUTOS ONLY	<input type="checkbox"/>	NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$	
	UMBRELLA LIAB		OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$
	DED	<input type="checkbox"/>	RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input checked="" type="checkbox"/>	N / A				PER STATUTE	OTHE-
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
A Professional Liability Claims Made				DPS5020384	11/20/2023	11/20/2026	Each Claim Annual Aggregate	1,000,000 2,000,000

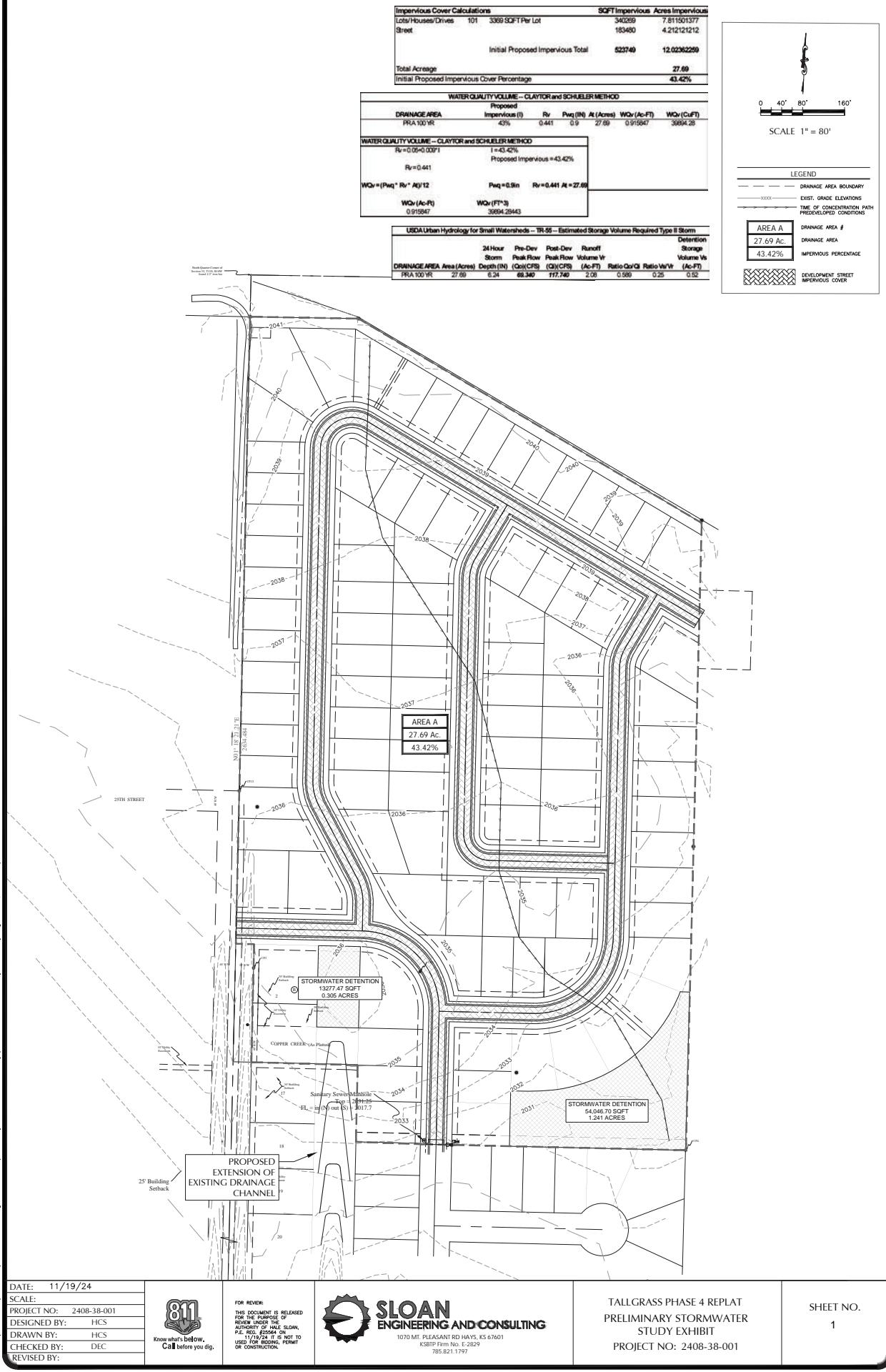
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Hays 1507 Main Street Hays KS 67601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Kari Coolig</i>

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DATE: 11/19/24

SCALE:

PROJECT NO: 2408-38-001

DESIGNED BY: HCS

DRAWN BY: HCS

CHECKED BY: DEC

REVISED BY:



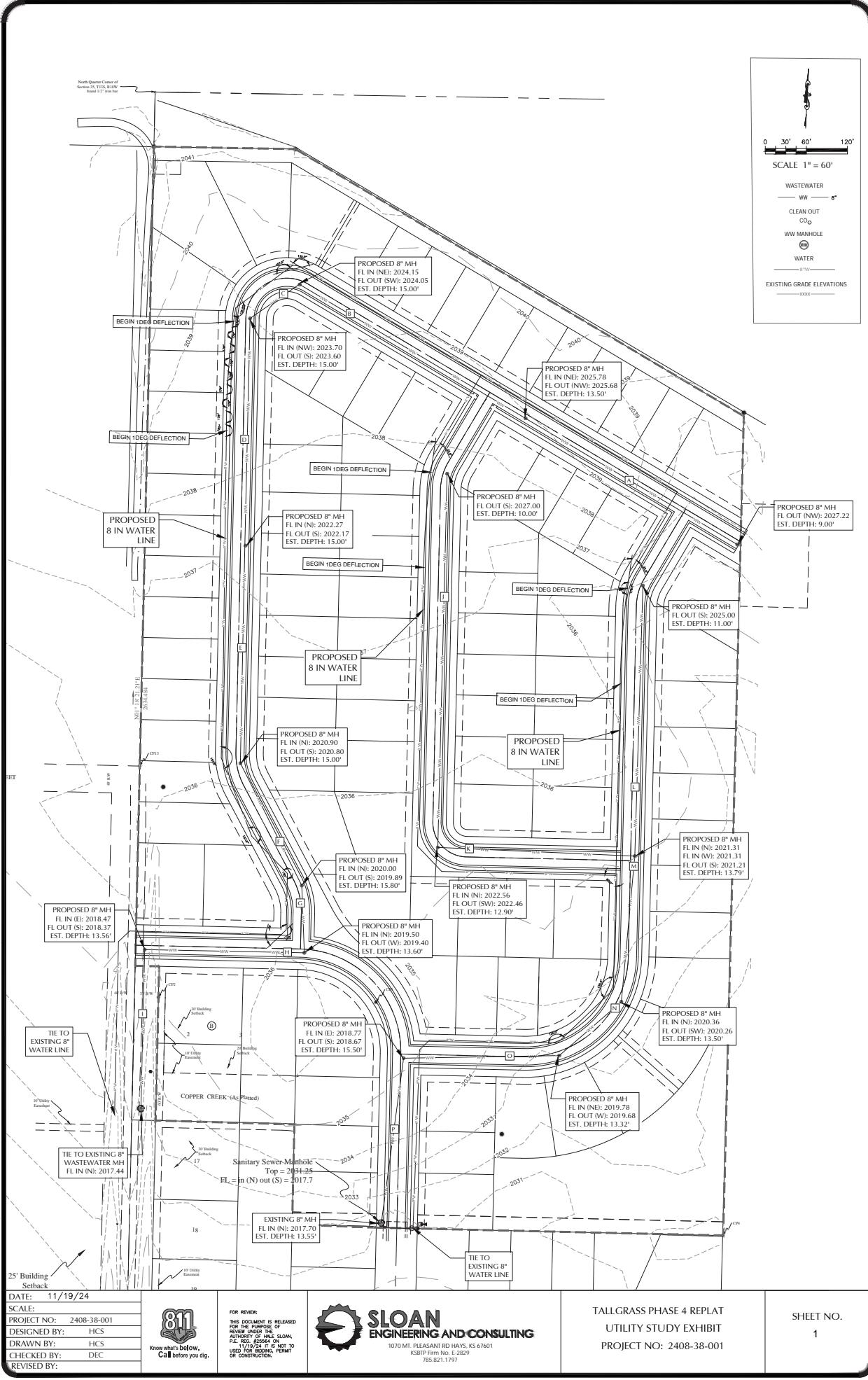
FOR REVIEW:
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW BY THE AUTHORITY OF HALE SLOAN, P.E., AND IS NOT TO BE USED OR COPIED FOR ANY OTHER PURPOSE, PERMIT OR CONSTRUCTION.



**SLOAN
ENGINEERING AND CONSULTING**
1070 MT. PLEASANT RD. MAYS, KS 67601
KSBTP Firm No. E-3829
785.821.1797

TALLGRASS PHASE 4 REPLAT
PRELIMINARY STORMWATER
STUDY EXHIBIT
PROJECT NO: 2408-38-001

SHEET NO.
1





CITY OF HAYS, KANSAS
PROPOSED WASTEWATER COLLECTION SYSTEM STUDY
TALLGRASS 4 PRELIMINARY PLAT
SLOAN ENGINEERING AND CONSULTING - NOV 2024

Description		Wastewater Line Data							Design Flows									
Street Name	WW Line Letter	Gross Pop. Per Line	Upper Invert Elev. (MSL)	Lower Invert Elev. (MSL)	Estimated Depth of Manhole (ft)	Pipe Length (ft)	Pipe Diameter (in)	Manning's n	Pipe Slope (ft/ft)	Pipe Area (sq.ft.)	Hydraulic Radius (ft)	Full Flow Velocity (fps)	Max. Cap. Q _{full} (gpm)	Average Dry Weather Flow (gpm)	Peak Factor (Incl. I&I)	Peak Weather Flow (gpm)	Wet Weather Flow (gpm)	PIPE PWWF CAPACITY (%)
Weizenfeld Drive	A	212	2,027.22	2,025.78	9.00	360.00	8	0.009	0.0040	0.35	0.17	3.16	495	48.61	4.00	194	39%	
Weizenfeld Drive	B	212	2,025.68	2,024.15	13.50	383.50	8	0.009	0.0040	0.35	0.17	3.16	495	48.61	4.00	194	39%	
Weizenfeld Drive	C	212	2,024.05	2,023.70	15.00	87.00	8	0.009	0.0040	0.35	0.17	3.17	497	48.61	4.00	194	39%	
Fossil Ridge Road	D	212	2,023.60	2,022.27	15.00	331.94	8	0.009	0.0040	0.35	0.17	3.17	496	48.61	4.00	194	39%	
Fossil Ridge Road	E	212	2,022.17	2,020.90	15.00	317.90	8	0.009	0.0040	0.35	0.17	3.16	495	48.61	4.00	194	39%	
Fossil Ridge Road	F	212	2,020.80	2,020.00	15.00	199.90	8	0.009	0.0040	0.35	0.17	3.16	496	48.61	4.00	194	39%	
Fossil Ridge Road	G	212	2,019.89	2,019.50	15.80	98.40	8	0.009	0.0040	0.35	0.17	3.15	493	48.61	4.00	194	39%	
Cumberland Drive	H	212	2,019.40	2,018.47	13.60	233.25	8	0.009	0.0040	0.35	0.17	3.16	495	48.61	4.00	194	39%	
Wheatland Drive	I	212	2,018.37	2,017.44	13.56	232.25	8	0.009	0.0040	0.35	0.17	3.16	496	48.61	4.00	194	39%	
Pioneer Drive	J	212	2,027.00	2,022.56	10.00	546.11	8	0.009	0.0081	0.35	0.17	4.51	706	48.61	4.00	194	27%	
Pioneer Drive	K	212	2,022.46	2,021.31	12.90	288.11	8	0.009	0.0040	0.35	0.17	3.16	495	48.61	4.00	194	39%	
Williams Way	L	212	2,025.00	2,021.31	11.00	395.37	8	0.009	0.0093	0.35	0.17	4.83	757	48.61	4.00	194	26%	
Williams Way	M	212	2,021.21	2,020.36	13.79	213.67	8	0.009	0.0040	0.35	0.17	3.15	494	48.61	4.00	194	39%	
Williams Way	N	212	2,020.26	2,019.78	13.50	120.00	8	0.009	0.0040	0.35	0.17	3.16	495	48.61	4.00	194	39%	
Williams Way	O	212	2,019.68	2,018.77	13.32	227.50	8	0.009	0.0040	0.35	0.17	3.16	495	48.61	4.00	194	39%	
Cumberland Drive	P	212	2,018.67	2,017.70	15.50	242.80	8	0.009	0.0040	0.35	0.17	3.16	495	48.61	4.00	194	39%	

Abbreviations:

ADWF Average Dry Weather Flow

I&I Inflow & Infiltration

PWWF Peak Wet Weather Flow

PF Peak Factor

Equations: ADWF(F) Qpd in gpm =((18+(0.0206*F)*0.5) / (4+(0.0206*F)*0.5))*F

F = (75 gallons/person/day x Population) / 1440 = 11.04

PWWF = ADWF * Peak Factor

Final Plat of TALLGRASS 4TH ADDITION

Being a Replat of Block A; Lots 1 through 9, and Lot 16, Block B
in Tallgrass 2nd Addition
City of Hays, Ellis County, Kansas



Final Plat of

TALLGRASS 4TH ADDITION

Being a Replat of Block A; Lots 1 through 9, and Lot 16, Block B
in Tallgrass 2nd Addition
City of Hays, Ellis County, Kansas



LEGAL DESCRIPTION:
A tract of land in the Northeast Quarter of Section 35, Township 13 South, Range 18 West in the State of Kansas, described as follows:

Commencing at the Southwest Corner of the Northwest Quarter Section 35, Township 13 South, Range 18 West; Thence on a bearing of North 00 degrees 04 minutes 15 seconds East along the West line of the Northeast Quarter of said Section 35 a distance of 132.64 feet to the Point of Beginning; Thence running North 89 degrees 45 minutes 45 seconds East along the South line of the Northwest Quarter Section 35 a distance of 421.89 feet to a point on the South Right-of-Way of Interstate 70; Thence North 89 degrees 41 minutes 07 seconds East along the South Right-of-Way of Interstate 70 a distance of 205.90 feet; Thence North 89 degrees 27 minutes 29 seconds East a distance of 762.34 feet; Thence South 00 degrees 14 minutes 22 seconds West a distance of 119° 26' feet; Thence North 89 degrees 55 minutes 45 seconds East a distance of 116° 26' feet; Thence North 89 degrees 55 minutes 45 seconds East a distance of 123.00 feet; Thence North 00 degrees 04 minutes 15 seconds East a distance of 146.27 feet; Thence on a non-tangent curve to the West, being a chord bearing of North 86 degrees 45 minutes 45 seconds West a distance of 170.00 feet; Thence North 89 degrees 55 minutes 45 seconds West a distance of 220.90 feet to the Point of Beginning. Said tract contains 27.697 acres more or less and is subject to any easements or rights-of-way of record.

STREETS AND EASEMENTS:

Streets as shown on this plat and not heretofore dedicated to and for public use are hereby dedicated.

Other streets, roads, alleys, paths, right-of-ways, or other areas, which are shown on this plat, and said easements may be employed for the purpose of providing, operating and maintaining gas lines, electric lines, telephone lines, and all other forms and types of public utilities, now or hereafter used, by the public over, under, and along the same marked "Utility Easement".

* The 20 Utility Easement is a 99 year lease to Midwest Energy, Inc.

OWNER'S CERTIFICATE:

I, the undersigned, for myself, or for my heirs, the undivided property owner(s) of the land above described have caused the same to be surveyed and platted into Lots, Streets, and Easements, the same to be known as "Tallgrass 4th Addition", in the City of Hays, Ellis County, Kansas, and I hereby dedicate to and for the use of the public, and the uses indicated in the aforesaid surveys, the same, for the purpose of constructing, operating, maintaining and repairing all public utilities.

Bryan Vonfelds, Board President
Heart of America Development Corporation, Inc.

Date

NOTARY CERTIFICATE:

State of Kansas, County of Ellis, ss:

Be it remembered that on the day of , 2025,
before me, a Notary Public to and for said County and State, herein Bryan Vonfelds,
Board President of Heart of America Development Corporation, Inc., to me
personally known to be the same person who executed the foregoing instrument of
witnessed, duly acknowledged the execution of same in testimony whereof, I have
hereunto set my hand and affixed my seal on the day and year above written.

Notary Public

My Commission Expires _____

APPROVALS:

This plat, Tallgrass 4th Addition, has been submitted to and approved by the Hays Planning Commission this day of 2025

Matthew Wheeler, Chairperson

Joseph Boeckner, Secretary

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

Sandy Jacobs, Mayor

ATTEST:

Juni Brat, City Clerk

Donald F. Hoffmeyer, Attorney for the City of Hays

TRANSFER:

Entered on transfer record this day of 2025

Bobbi Dreiling, 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 Herzig, Register of Deeds

Resolution # filed for record in Book Page
Plan and Dedication documents filed for record in Book Page

REVIEWED AND APPROVED:

Daryl E. Christian, Professional Surveyor #1367
in the State of Kansas, certify that the survey shown on this plat was made by me or under my direct supervision on 7/7/2025 Month 7/ Year 2025.

This survey was made and correct in the best of my knowledge and belief.

Date of 2025



Printed W. Allen

Kansas Reg. No. 1367

Daryl E. Christian

Kansas Reg. No. 1367

Daryl