



Memo

To: City Commission
From: Collin Bielser, Deputy City Manager
Date: May 12, 2025
Re: May 15, 2025, Work Session

Please find the attached agenda and supporting documentation for the May 15, 2025, Work Session.

Item 2 – Discussion of Allowing Chickens in City Limits

Please refer to the attached memorandum from Collin Bielser, Deputy City Manager, concerning a potential framework for allowing backyard chickens in the City of Hays. This is in response to a Commission request following public comments heard at the March 27th meeting. Staff requests guidance from the Commission on the subject and to determine if a proposed ordinance should be brought forth at a future work session.

Item 3 – Runway 4-22 Reconstruction – Award of Bid

Please refer to the attached memorandum from Jamie Salter, Airport Director, regarding the reconstruction of the City's Crosswind Runway. The runway was built in 2003, and the pavement is beginning to show signs of distress and shifting which has resulted in the closure of the runway at times. Five bids were received and the low bid from Smoky Hill, LLC, is below budget. The FAA will pay for 95% of the total project cost.

Item 4 – Runway 4-22 Reconstruction – Construction Engineering Services Agreement

Attached is a memorandum from Jamie Salter, Airport Director, concerning the required construction engineering and inspection services necessary for the reconstruction of the Crosswind Runway. Lochner, the Airport's Engineering Consultant, has submitted a proposal, which the FAA has deemed valid. Like the reconstruction project, the FAA will also pay 95% of the consultant's fee.

Items 5,6, & 7 – Covenant Estates 1st Addition, Rezoning, Platting, and Annexation

Please refer to the attached memorandums from Curtis Deines, Planning & Development Superintendent, concerning the development of the Covenant Estates 1st Addition subdivision.

This project will include 54 residential lots located west of Thunderbird Drive, with access provided from Columbine Circle and Cherry Hill Drive. This development has been reviewed by the Planning Commission including a public hearing for the rezoning matter. The owner is voluntarily annexing the property. Staff as well as the Planning Commission recommend approving the agenda items concerning the Covenant Estates 1st Addition development.



CITY COMMISSION WORK SESSION

City Hall, 1507 Main Street, Hays, KS

Thursday, May 15, 2025 – 4:00 P.M.

AGENDA

1. **May 1, 2025 Work Session Notes (PAGE 1)**
Department Head Responsible: Kim Rupp, Director of Finance
2. **Discussion of Allowing Chickens in City Limits (PAGE 5)**
Staff Member Responsible: Collin Bieler, Deputy City Manager
3. **Runway 4-22 Reconstruction – Award of Bid (PAGE 9)**
Department Head Responsible: Jamie Salter, Airport Director
4. **Runway 4-22 Reconstruction – Construction Engineering Services (PAGE 19)**
Department Head Responsible: Jamie Salter, Airport Director
5. **Covenant Estates 1st Addition – Rezoning Request from Agriculture District (A-L) to Residential General District (R-G) (PAGE 35)**
Department Head Responsible: Jesse Rohr, Director of Public Works
6. **Covenant Estates 1st Addition – Final Plat (PAGE 49)**
Department Head Responsible: Jesse Rohr, Director of Public Works
7. **Covenant Estates 1st Addition – Annexation (PAGE 59)**
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, May 1, 2025 – 4:00 p.m.

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

April 17, 2025 Work Session Notes

There were no corrections or additions to the minutes of the work session held on April 17, 2025; the minutes stand approved as presented.

Ordinance to Establish a Reinvestment Housing Incentive District and Adopting a Plan for the Development of Housing and Public Facilities in the District (Tallgrass 2nd Addition, Phase 4)

Jarrod Kuckelman, Assistant City Manager, stated that the Heart of America Development Corporation (the “Developer”) has submitted an Application for Economic Incentives and the required application fee relating to a residential project and related infrastructure for Phase 4 of the Tallgrass 2nd Addition project. After the success of the first three phases, Heart of America is proposing to continue on with Phase 4, which would involve the creation of approximately 101 new residential lots.

The Developer is requesting that a Reinvestment Housing Incentive District (RHID) be established on the property to be developed. The Developer proposes that the City finance and construct the RHID eligible costs related to the project, and that the City utilize RHID revenues to offset the City’s costs, including debt service requirements on any bonds issued for the project. In addition, the Developer will provide a deposit equal to 30% of the projected infrastructure costs (the “Deposit”). The Deposit could be utilized by the City to pay for infrastructure costs or to pay debt service on general obligation temporary notes and bonds that are issued to pay for the project costs. Any RHID revenues generated in excess of

City costs and debt service requirements would be used to reimburse Developer for RHID-eligible expenses on a pay-as-you go basis. RHID collection will cease upon the earlier of 25 years or full payment or reimbursement of all RHID-eligible project costs.

The Developer estimates RHID-eligible project costs requested to be financed by the City of approximately \$6.0M (excluding interest on borrowings), and that the RHID will generate approximately \$6.867M of revenue over the maximum 25-year term. RHID collection will cease upon the earlier of 25 years or full payment or reimbursement of all RHID-eligible project costs.

Mr. Kuckelman stated that next week, there will be a public hearing to allow for public comments on this development, after which the Commission will be able to vote on approval of the Ordinance that officially establishes the RHID and adopt the Development Plan and Development Agreement. This is near the end of the process, as after the approval of the Ordinance, the only step remaining is the veto period for the County and School District.

At the May 8, 2025 Commission meeting, Commissioners will be asked to adopt an Ordinance to establish a Reinvestment Housing Incentive District, adopt a Development Plan, and approve the Development Agreement.

Property Abatement for 3404 Vine Street

Jesse Rohr, Director of Public Works, stated that the Planning & Development Division is requesting approval of a resolution to abate violations of the International Property Maintenance Code (IPMC), as adopted by the City per Ordinance Sec. 11-165, for the dangerous structures located at 3404 Vine Street.

In addition to the violations cited by the Fire Marshal, the property at 3404 Vine Street is in violation of the 2015 IPMC. The structures have been deemed dangerous under IPMC Sections 108.1.5(2), 108.1.5(6), and 108.1.5(7). In accordance with City of Hays ordinances and IPMC requirements, notification letters have been issued to the party responsible.

After a certified notice was returned as undeliverable, the notice was hand delivered to the property manager on November 6, 2024. To date, there has been

no response or corrective action from the property owner to bring the structure into compliance. Given the lack of remediation efforts, Staff is proceeding with the necessary steps for abatement and demolition.

Toby Dougherty, City Manager, stated that this is different than cleaning up someone's backyard, there is significantly more work involved. If the Commission approves this next week, it gives city staff authority to act on the abatement; however, it doesn't constrict staff to get it done in a certain amount of time. Passing a Resolution will allow the city to work with the property owner for a plan on their part to remedy the abatement. Since this will be a very cumbersome process, the city would rather work with the owner to come up with a plan of action.

Elinda Mages, acting as the owner's, HKHR Hospitality, representative, asked the Commission not to act on the abatement because they have received a letter of intent from a national chain for the purchase of the property.

Discussion was held, and it was determined that going forward with the abatement doesn't hurt the potential sale of the property.

At the May 8, 2025 Commission meeting, Commissioners will be asked to approve a Resolution allowing for the abatement and demolition of the vacant structures located on the property at 3404 Vine Street, ten (10) days after the approval date.

Stormwater Equipment Building – Award of Bid

Jesse Rohr, Director of Public Works, stated that the Public Works facility continues to grow as the City of Hays grows in population and area. Over time, maintenance equipment has been added to the fleet in order to accomplish the work throughout the City. The existing equipment storage buildings do not have the capacity to house all of the equipment that should be protected from the outdoor elements. Existing trucks are currently stored outside along with other expensive equipment such as the Airman air compressor, new Stormwater Division tractor and flail mower, and other miscellaneous equipment. It is desired to keep this equipment inside to protect the investment and keep them secure while providing shelter from stormy and winter weather.

The 2025 Budget (page 132) included \$300,000 for the construction of an equipment storage building for the Stormwater Division. Four qualified bids were opened on April 1, 2025. Bids were required to include a minimum 45' x 90' insulated building with concrete floor, 4-14' x 14' overhead doors with electric openers, one walkthrough door, and minimal electrical and heat. The low bidder, QMC, Inc., whose bid came in at \$292,650, has completed other projects in Hays, including the recently constructed MicroFactory on Commerce Parkway owned by Grow Hays.

At the May 8, 2025 Commission meeting, Commissioners will be asked to award the bid to QMC, Inc., and authorize the expenditure of \$292,650 of Stormwater Reserve funds to cover the cost of construction of the Stormwater Division equipment building.

Other Items for Discussion

Commissioner Jacobs thanked everyone in the community who puts on the National Day of Prayer at the VFW.

The work session was adjourned at 4:41 p.m.

Submitted by: _____

Jami Breit –City Clerk



City Commission Work Session

Agenda Memo

From: Collin Bielser, Deputy City Manager

Work Session: May 15, 2025

Subject: Discussion of Allowing Chickens in City Limits

Person(s) Responsible: Collin Bielser, Deputy City Manager

Summary

At the March 27, 2025 Commission Meeting, resident Tina Sarver, addressed the Commission about the possibility of changing the City's ordinance to allow backyard chickens within the city limits of Hays. The Commission requested staff look into the issue and provide a list of proposals to allow the practice.

Background

Urban chicken farming has been a growing trend for many years. In the State of Kansas, multiple jurisdictions, both big and small, allow the practice including Overland Park, Prairie Village, Salina, El Dorado, Wakeeney, Pratt and Goodland just to name a few.

Commissioners recently directed Staff to draft a list of proposals which would remove chickens from the list of prohibited animals in the City of Hays, thereby allowing urban chicken farming.

Discussion

Staff's suggestion is to craft a policy that is less burdensome for staff and the public. Through conversations with multiple cities, Staff has noted some of the more prevalent points to consider which are listed below, along with staff's analysis.

1. # of Chickens Allowed
 - It was proposed at public comment that no more than 5 chickens be allowed per residence. Staff concurs with this suggestion as it appears to be in line with many other cities across Kansas.
2. Ability to keep roosters
 - It was also suggested during public comment that roosters not be allowed to reside within the City limits. Staff also agrees with this

recommendation. Of the communities surveyed, only one town allowed roosters.

3. Chicken coops and runs.

- Many communities had specific regulations pertaining to chicken coop location and size. For consistency, staff recommends that chicken coops and runs be treated like any other accessory structure, such as a garden shed, and comply with Planning and Development regulations.

Staff also recommend that if chickens are allowed, they must be kept in a chicken coop, run, or other confined structure at all times.

Furthermore, these structures can only be located within fenced rear or side yards.

4. Registration

- Staff does not recommend the implementation of a registration system. If the decision is to allow chickens in city limits, Staff would prefer to initiate the change in a more informal manner. If significant problems arise, then a registration program can always be added later.

This recommendation is based on the City's experience with the allowance of UTVs. Initially a registration system was implemented; however, it was determined shortly thereafter that registration was overly bureaucratic and to date the City has not had any significant issues or concerns with UTVs on city streets.

5. Enforcement

- Enforcement would be handled primarily by the Police Department, specifically the City's Community Service Officers (CSOs). CSOs currently handle animal complaints such as reports of lost or stray animals. Any complaints would be investigated by the City's Community Service Officers and any violations would be processed through Municipal Court.

If a chicken is at large and the owner cannot be found, the Police Department would take the animal to a veterinarian for safekeeping. If unclaimed after three days, the chicken would become property of the City of Hays.

6. Areas of Eligibility

- Some communities only allow chickens to be in residential zoned districts or on lots that can meet certain size requirements.

Staff recommends that the keeping of chickens can be located in any zoning district within the City of Hays; however, only the maximum allowed number of chickens can be allowed per parcel and a primary structure, such as a home or business, must also be located on the lot.

7. Ordinance

- If the Commission would like to proceed, a new ordinance and changes to existing ordinances would need to be approved.

Legal Consideration

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

Financial Consideration

There are no known financial considerations at this time.

Options

City Staff requests the City Commission provide guidance on the subject and to determine if a proposed ordinance should be brought forth at a future meeting.

Recommendation

City Staff recommends the City Commission provide guidance on the subject and to determine if a proposed ordinance should be brought forth at a future meeting.

Action Requested

City Staff requests the City Commission provide guidance on the subject and to determine if a proposed ordinance should be brought forth at a future meeting.



City Commission Work Session

Agenda Memo

From: Jamie Salter, Director of Hays Regional Airport

Work Session: May 15, 2025

Subject: Runway 4-22 Reconstruction – Award of Bid

Person(s) Responsible: Jamie Salter, Director of Hays Regional Airport

Summary

Bids were received for the reconstruction of the Crosswind Runway 4-22 at the Hays Regional Airport. The low bid came from Smoky Hill, LLC of Salina, Kansas, in the amount of \$6,676,180.98. The construction of this project is eligible for 95% funding through the Federal Aviation Administration (FAA) with Airport Improvement Program (AIP) and Infrastructure Investment and Jobs Act (IIJA) grant funding. This results in a City share of \$333,809.05.

Background

The Crosswind Runway was constructed of concrete in 2003 and is exhibiting extensive signs of deterioration. The pavement shifts and heaves with weather changes throughout the year, requiring runway closures at times as the pavement falls out of compliance with the Airport's FAA certification standards. In addition, areas of concrete failure and distress are producing foreign object debris (FOD), which poses a hazard to aircraft operations. Reconstruction of the runway is necessary to address these issues and will better serve the Airport's current and future aircraft fleet mix with the pavement weight bearing capacity increasing from 12,500 pounds to 30,000 pounds. The Runway's lighting and signage were already replaced with an LED system in 2020 so only minor relocation of a small portion of lighting and signage will be necessary due to pavement layout changes in FAA airport design standards.

At the intersection of Runway 4-22 and Taxiway M, the Taxiway exhibits signs of durability cracking and a chemical reaction known as Alkali-Silica Reaction (ASR). This has led to significant FOD production in this area as the pavement crumbles and becomes loose aggregate. Pavement suffering from extensive ASR damage cannot be repaired so panel replacement is necessary to address the issue and mitigate aircraft hazards. Airport staff worked with the FAA to incorporate this pavement into the project to eliminate the hazard and reduce disruption to future Airport operations,

as this portion of Taxiway M will already need to be closed during the runway reconstruction at the intersection. **See Attached Location Map**

Discussion

Bids for the reconstruction of Runway 4-22 and Taxiway M at the intersection of Runway 4-22 were opened on April 15, 2025. Bids were received from five contractors, with the lowest bid being from Smoky Hill, LLC in the amount of \$6,676,180.98. The low bid price is below budget.

Following is the summary of bids received:

Smoky Hill, LLC.	\$6,676,180.98
Wildcat Construction Co. Inc.	\$6,740,500.97
Vogt-Parga Construction, LLC.	\$6,992,414.85
Koss Construction Co.	\$7,903,091.37
Sporer Land Development	\$8,809,719.00

Smoky Hill, LLC. has completed past projects at the Hays Regional Airport and for the City, including the reconstruction of the Primary Runway 16-34, Vine Street Roundabouts, and South Vine Street Reconstruction from 13th Street to the Bypass.

As part of the FAA's AIP process, construction engineering services are necessary to meet the grant requirements. This includes construction inspection and miscellaneous costs to complete the project. A separate agenda item covers the approval of the consultant agreement for Lochner to accomplish the construction phase engineering services in the amount of \$445,800, which is also eligible for 95% funding through the FAA.

The contractor is allowed 143 calendar days to complete this project. Runway 4-22 will be closed for the duration of construction. The project will require the Primary Runway 16-34 to be closed for about three weeks while construction is being performed within its safety area. A portion of Taxiway M will be closed for two weeks during the project as well, requiring aircraft to back-taxi on Runway 16-34. Airport Staff will work to minimize the impact on the Airport's users throughout the project. Construction will begin in the spring of next year and be completed in the Fall.

Legal Consideration

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

Financial Consideration

The construction of this project is eligible for 95% funding through the FAA with AIP and IIJA funding resulting in a City share of \$333,809.05. This is under the budgeted amount \$336,944.00. The cost breakout is as follows:

Federal Grant Fund	Total Cost	FAA Share	City Share
FAA AIP	\$3,641,834.71	\$3,459,742.97	\$182,091.74
FAA IIJA	\$3,034,346.27	\$2,882,628.96	\$151,717.31
Total	\$6,676,180.98	\$6,342,371.93	\$333,809.05

Adequate funds are available in the Airport Improvement Fund to cover the City share of this project.

Options

The City Commission has the following options:

- Accept the low bid contingent upon FAA grant approval and authorize the City Manager to execute the FAA grant agreement when offered.
- Provide Staff with alternate direction.
- Reject the project.

Recommendation

Staff recommends accepting the low bid from Smoky Hill, LLC in the amount of \$6,676,180.98 to reconstruct Runway 4-22 and Taxiway M at the intersection of Runway 4-22 at the Hays Regional Airport, contingent upon FAA grant approval, and authorizing the City Manager to execute the FAA grant agreement when offered.

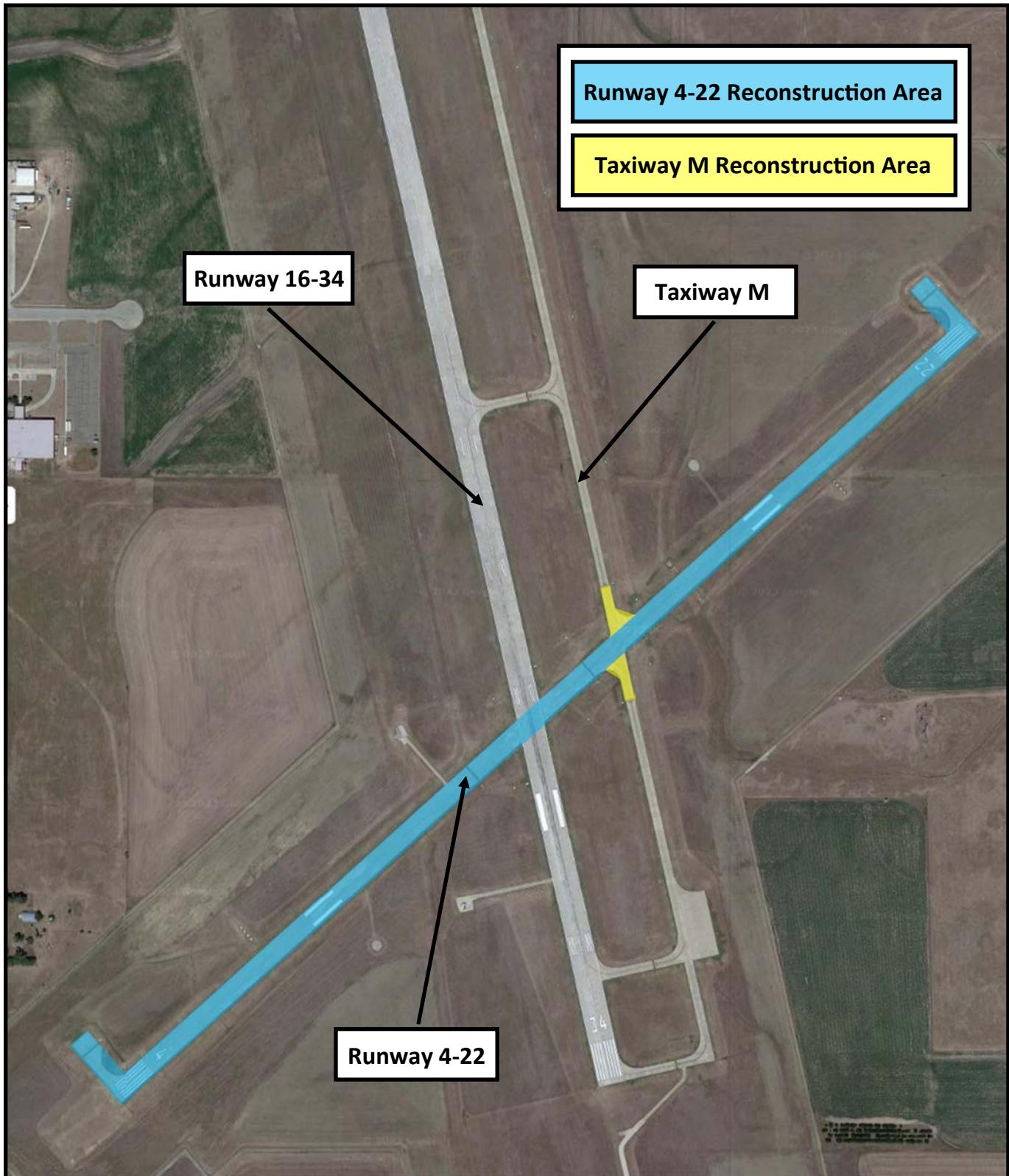
Action Requested

Accept the bid from Smoky Hill, LLC in the amount of \$6,676,180.98 to reconstruct Runway 4-22 and Taxiway M at the intersection of Runway 4-22 at the Hays Regional Airport to be paid from the Airport Improvement Fund, contingent upon the FAA awarding a grant for Federal funding, and authorize the City Manager to carry out this project including the execution of the FAA grant agreement when offered.

Supporting Documentation

Location Map
Runway Photos
Contract Agreement

Crosswind Runway 4-22 & Taxiway M Intersection Reconstruction Location Map



Crosswind Runway 4-22 & Taxiway M Intersection Pavement Photos

Pavement Heaving



Over 3 inches during winter season
requiring runway closure

Longitudinal Cracking



Alkali-Silica Reaction (ASR)



**CONTRACT AGREEMENT
CITY OF HAYS, KANSAS
HAYS REGIONAL AIRPORT
FAA AIP PROJECT NO. 3-20-0028-047-2024 (DESIGN)
FAA AIP/IIJA PROJECT NO. 3-20-0028-048/049-2025 (CONSTRUCTION)**

THIS AGREEMENT, made as of _____ is
{Insert Effective Date of Agreement}

BY AND BETWEEN

the OWNER: **City of Hays, Kansas
1507 Main St.
Hays, KS 67601**

And the CONTRACTOR: **Contractor's Name
Address
City, State Zip Code**

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at the **Hays Regional Airport** generally described as follows:

**Reconstruct Runway 4-22 and Runway Turnaround
Reconstruct Portion of Taxiway M**

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 – Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

_____ (\$ _____)
(Amount in Written Words) *(Amount in Numerals)*

subject to the following;

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within **One Hundred Forty-Three (143) Calendar Days** of the commencement date stated within the Notice-to-Proceed. As part of Phase 1, Phases 1a and 1b shall be completed in **Thirty-Five (35) calendar days or less** and shall run concurrently with Phase 1. Phase 1a shall be completed in **Twenty-One (21) calendar days** and Phase 1b shall be completed in an additional **Fourteen (14) calendar days or less**. As part of Phase 2, Phase 2a shall be completed in **Two (2) calendar days or less** and shall run concurrently with Phase 2. As part of Phase 3, Phase 3a shall be completed in **Two (2) calendar days or less** and shall run concurrently with Phase 3. Shifting of contract time between phases will not be permitted.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **one thousand seven hundred dollars (\$1,700) per Calendar day for Phase 1, Phase 2, and Phase 3 and three thousand dollars (\$3,000) per Calendar day for Phase 1a, Phase 1b, Phase 2a, and Phase 3a**, as a liquidated damage to the OWNER. **Liquidated damages shall be assessed for each phase individually.**

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR'S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR'S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following;

- a. Certification of Eligibility (29 CFR Part 5.5)
 - i. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR'S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.

- b. Certification of Nonsegregated Facilities (41 CFR § 60-1.8)

The federally-assisted construction CONTRACTOR, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where

segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER'S Representative

The OWNER'S Representative, herein referred to as ENGINEER, is defined as follows:

**Lochner
15717 College Boulevard
Lenexa, KS 66219**

Said ENGINEER will act as the OWNER'S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER

Name: _____

Address: _____

By: _____
Signature

Title of Representative

CONTRACTOR

Name: _____

Address: _____

By: _____
Signature

Title of Representative

ATTEST

By: _____
Signature

Title

ATTEST

By: _____
Signature

Title



City Commission Work Session

Agenda Memo

From: Jamie Salter, Director of Hays Regional Airport

Work Session: May 15, 2025

Subject: Runway 4-22 Reconstruction – Construction Engineering Services

Person(s) Responsible: Jamie Salter, Director of Hays Regional Airport

Summary

Bids were received for the reconstruction of Runway 4-22 at the Hays Regional Airport. Inspection and observation of the construction needs to be accomplished according to FAA requirements to satisfy the terms of the grant funding, to ensure proper adherence to the plans, and to ensure quality construction. Lochner, the Airport's Engineering Consultant for the project, has presented a scope of services and fee proposal to accomplish the required construction oversite and project documentation. The cost for said services is \$445,800 and is eligible for 95% funding through the FAA with Airport Improvement Program (AIP) and Infrastructure Investment and Jobs Act (IIJA) grant funding. This results in a City share of \$22,290.

Background

As part of the Federal Aviation Administration's (FAA's) Airport Improvement Program (AIP) requirements, construction engineering services are necessary to ensure conformity to plans and specifications and to conduct construction inspection during the reconstruction of Runway 4-22. This requires daily supervision and coordination by a qualified construction engineer. Administrative processes for the closeout of the grant are also provided as part of the construction engineering services.

Discussion

The amount of time and level of oversight needed for the inspection of this project exceeds the available resources of the City to accomplish in-house. Therefore, the services of a professional engineering firm are required. Lochner was previously chosen as the Airport's Engineering Consultant for this project during the consultant selection process required by the FAA prior to beginning design. Lochner has submitted a fee proposal to accomplish the construction phase engineering services for the amount of \$445,800. (**See Attached Consultant Agreement**)

Per FAA requirements, a consultant fee analysis was performed. This process requires the sponsor to:

- Obtain an IFE from a qualified Independent Fee Estimator (**Attached**)
- Review and compare the IFE and the Consultant's fee proposal (**Attached**)
- Negotiate with the Consultant scope of work elements, estimated hours to complete tasks, labor classification, and profit (as applicable)
- Prepare a Record of Negotiations for the FAA
- Make a determination of cost reasonableness

Following the negotiations process, Staff feels the fee proposal is commensurate with the services provided.

Legal Consideration

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

Financial Consideration

The cost for the construction phase engineering services, to be provided by Lochner, is \$445,800 and is eligible for 95% funding through the FAA with AIP and IIJA funding. This remaining 5% City share total cost is \$22,290.00. The cost breakout is as follows:

Federal Grant Fund	Total Cost	FAA Share	City Share
FAA AIP	\$243,182.43	\$231,023.31	\$12,159.12
FAA IIJA	\$202,617.57	\$192,486.69	\$10,130.88
Total	\$445,800.00	\$423,510.00	\$22,290.00

Adequate funds are available in the Airport Improvement Fund to cover the City share of this project.

Options

The City Commission has the following options:

- Approve the Consultant Agreement for construction engineering services from Lochner in the amount of \$445,800 and authorize the City Manager to execute the FAA grant agreement when offered.
- Provide Staff with alternate direction.
- Reject the project.

Recommendation

Staff recommends approval of the Consultant Agreement from Lochner in the amount of \$445,800 and authorization for the City Manager to execute the FAA grant agreement when offered.

Action Requested

Authorize the City Manager to execute the Consultant Agreement for construction engineering services with Lochner in the amount of \$445,800 to be paid from the Airport Improvement Fund and to execute the FAA grant agreement when offered.

Supporting Documentation

Consultant Agreement

Independent Fee Estimate

IFE/Consultant Fee Proposal Comparison

CONSULTANT AGREEMENT

Owner: City of Hays, Kansas

Client: City of Hays, Kansas

Consultant: H.W. Lochner, Inc. ("Lochner")

Date:

Project: Reconstruct Runway 4-22 and Runway Turnarounds
Reconstruct Portion of Taxiway M

Lochner and the Client (collectively, the "Parties" and individually, a "Party") agree as follows:

1. Agreement. This Agreement is a contract between Lochner and the Client for Lochner to perform consulting, engineering, and/or design services on the Project.

2. Lochner. Lochner is the Client's Consultant for the services listed in this Agreement which Lochner is contracting to provide for the Project, and Lochner shall facilitate the exchange of information between or among Lochner and the Client, Lochner and other consultants retained by the Client, and Lochner and other consultants that Lochner may have retained for the Project. All communications between Lochner and the Client shall be through Lochner unless the Client authorizes otherwise.

Lochner represents that it is a properly licensed engineering firm and is registered to practice its profession and to conduct business in the State of Kansas.

3. Scope of Services. Lochner shall perform the services set forth in Attachment A Scope of Work/Services, as awarded herein (the "Services").

4. Compensation. The Client shall compensate Lochner in accordance with Attachment B Agreement Price and Schedule of Values

5. Schedule. Lochner shall perform its Services within a timeframe mutually agreed to by Lochner and the Client as specified in Attachment C.

Lochner shall strive to cooperate with and to coordinate its Services with the activities of all other parties to the Project, including other consultants retained by the Client.

6. Additional Services. If the Client requests Lochner to perform services that Lochner believes to be in addition to the Services specified in Section 3 of this Agreement, and for which Lochner believes it is entitled to additional time or additional compensation, before commencing with any Additional Services Lochner shall submit a written cost estimate and revised schedule in accordance with Section 15 of this Agreement. Lochner shall not commence with any Additional Services without written authorization by the Client.

7. Standard of Care. The standard of care applicable to Lochner's Scope of Services shall be the degree of skill and care normally employed by professionals engaged to perform services similar

to the Services required herein at the same time and in the same geographic area as the performance of Services hereunder and on projects similar in size and scope to the Project. In the event a standard of care is prescribed by statute, such statutory formulation shall be the Standard of Care.

8. Payment. Lochner shall send invoices to the Client at monthly intervals. Payment will be made to Lochner for invoiced Services not more than thirty (30) days following submittal of invoice to the Client.

9. Correction of Work. Lochner shall correct any Services that fail to conform to the Standard of Care set forth in Section 7 of this Agreement at Lochner's own expense.

10. Termination. Lochner may terminate this Agreement upon five (5) days written notice if the Client breaches any term of this Agreement. The Client may terminate this Agreement upon seven (7) days written notice without cause for the Client's own convenience. If this Agreement is terminated by Lochner for the Client's breach, the Client shall be liable to Lochner for all costs and expenses that Lochner incurred prior to the termination as a result of the Client's breach. If this Agreement is terminated by the Client for its convenience, Client shall be liable to Lochner for all costs and expenses that Lochner incurred prior to the termination.

11. Insurance. Lochner will provide and maintain the following policies of insurance under the terms and conditions set forth below:

1. Professional Liability Insurance retroactive to the date of commencement of Lochner's services in relation to the Project with a per claim and aggregate limit in the amount of the greater of \$1.0 million. This policy shall be maintained in effect for a period of one (1) year after completion of all Lochner's Services hereunder.

2. Commercial General Liability ("CGL") Insurance in the amount of \$1.0 million per occurrence, \$1.0 million aggregate limit, and \$1.0 million products and completed operations aggregate limit. In addition to the coverage provided by the Commercial General Liability Insurance, if not already included in such coverage, such insurance shall also provide coverage for personal injury, bodily injury, property damage, products-completed operations (for a minimum of five (5) years after completion of work) and broad form contractual liability.

3. Comprehensive Automobile Liability ("Auto") Insurance in the amount of \$1.0 million per occurrence, and \$1.0 million aggregate limit. In addition to the coverage provided by the Comprehensive Automobile Liability Insurance, if not already included in such coverage, such insurance shall also provide coverage for personal injury, bodily injury and property damage arising out of owned, hired, leased and non-owned vehicles, automobiles, trucks and trailers.

4. Workmen's Compensation Insurance in the amount of the statutory maximum, if there is one, and if there is no statutory maximum, in the amount of \$1.0 million and Employer's Liability Insurance of at least \$1.0 million.

5. Umbrella Excess Liability Insurance in the minimum amount of \$3.0 million each occurrence, and \$3.0 million aggregate limit. The Umbrella Excess Liability Insurance shall be written on an umbrella excess basis over, and shall follow form to, the Commercial General Liability Insurance policy, the Comprehensive Automobile Liability Insurance policy, and the Employer's



Liability Insurance policy. The Umbrella Excess Liability Insurance policy shall be endorsed to provide defense coverage obligations.

Lochner will include coverage for its subcontractors in its policies or obtain from each subcontractor equivalent insurance as required of Lochner hereunder. The provisions of Section 11 shall apply equally to Lochner's subcontractors as they do to Lochner.

All insurance policies will be endorsed to provide that the insurance company will give the Client at least thirty (30) days written notice of cancellation or material change prior to such cancellation or modification.

Prior to commencement of Lochner's Scope of Services hereunder, Lochner shall provide the Client with certificates of insurance evidencing the requirements set forth herein.

12. Indemnification. Lochner agrees to indemnify the Client and its officers, directors, members, managers, employees and assigns (the "Indemnitees") from and against liability, claims, damages, losses and expenses (including, but not limited to, reasonable attorneys' fees, expert witness costs, other litigation costs, judgments, settlements and economic losses) (collectively the "Losses" and individually, a "Loss") arising out of or resulting from negligent performance of any Services or duties under this Agreement by Lochner, its subcontractors, lower-subcontractors, or agents of any tier or their respective employees, or by competing entities bidding on the project which is the subject of this agreement.

Lochner shall reimburse the Client for its reasonable attorneys' fees, expert witness costs and other litigation costs to enforce this Section 12 and shall survive the termination or full performance of this Agreement by either or both Lochner and/or the Client. Section 12 is to be read separately and independently of Section 11 and the additional insured obligations therein contained.

13. Waiver of Immunity. In claims against any person or entity indemnified under Section 12 by an employee of Lochner, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable (a "Claimant"), the indemnification obligation under Section 12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Claimant's employer under workers' compensation acts, disability benefit acts or other employee benefit acts.

14. Ownership of Documents. If the Agreement requires that any of the Client's documents, drawings, plans, specifications, or other work product are, or shall become, the property of another person, Lochner shall, at the Client's request, assign all rights of ownership of any like document prepared by Lochner to the same person.

15. Changes. Client may, by written direction only, make changes, revisions, additions, or deletions (collectively called "changes") to this Agreement. Any claim by Lochner for an adjustment under this paragraph must be asserted in writing fully supported by factual documentation to the Client, within fifteen (15) calendar days from the date of receipt by Lochner of the written change order from the Client, or within such extension of this period as Client, in its sole discretion, may grant in writing at Lochner's request prior to expiration of said period.

Claims arising under this Agreement shall be decided in the state or federal courts located in Ellis County District Court, Kansas.

16. Confidentiality. Lochner acknowledges, that as part of Lochner's relationship with the Client, it will have access to information that is not publicly available ("Confidential Information"). Lochner agrees that it will maintain strict confidentiality with respect to such Confidential Information and will not, directly, or indirectly, disseminate it or use it for any purpose unrelated to Lochner's obligations under this Agreement. Lochner shall not, without the prior written consent of the Client, make any public statement, announcement or release concerning the Project or the Confidential Information to trade publications, the press, or any other individual, corporation, partnership, or entity except as may be necessary to comply with the requirements of any applicable law, governmental order or regulation. In the event Lochner believes it is required to disclose any Confidential Information in order to comply with any applicable law, governmental order or regulation, Lochner shall promptly notify the Client of same with sufficient time to allow the Client to object or otherwise take actions to prevent the disclosure of such Confidential Information.

17. Quality Control/Quality Assurance. Lochner shall perform Quality Control/Quality Assurance (QC/QA) commensurate with the Standard of Care throughout the provision of all Services by Lochner pursuant to the terms of this Agreement.

18. Miscellaneous Provisions.

1. Assignment. Lochner shall not assign this Agreement or the benefits arising therefrom without the prior written consent of the Client.

2. Integration. This Agreement represents the entire and integrated Agreement between Lochner and the Client and supersedes all prior negotiations, representations or agreements, either written or oral.

3. Third Parties. There are no third-party beneficiaries to this Agreement other than as expressly indicated in Section 11 (Insurance) and Section 12 (Indemnification).

4. Invalidity. In the event any provision or part of a provision of this Agreement is found invalid by a tribunal of competent jurisdiction, (i) the other provisions or parts of the provision of this Agreement shall remain in full force and effect notwithstanding such finding, and (ii) the Agreement shall be interpreted to, as closely as possible, effectuate the purpose the original Agreement language.

5. Mutually Negotiated. The Parties acknowledge that the terms and conditions of this Agreement have been the subject of mutual negotiation, and that this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

6. Survival. Notwithstanding anything herein to the contrary, the provisions of this Agreement providing for limitation of or protection against liabilities between the Parties, shall survive termination of the Agreement and/or completion of the Services hereunder.

7. Reserved.

8. Notices. Unless otherwise provided herein, all notices, requests, consents, approvals, demands and other communications to be given hereunder shall be in writing and shall be deemed given upon (a) the date of delivery when hand delivered to the respective Parties as set forth below,

or (b) actual receipt as evidenced by proof of delivery by a national courier service or the United States Postal Service, addressed to the respective Parties at the following addresses:

Notice to Lochner:

Larry Wagner
lwagner@hwlochner.com

H.W. Lochner, Inc.
15717 College Boulevard
Lenexa, KS 66219

Notice to Client:

Jamie Salter
jsalter@haysusa.com

Hays Regional Airport
3950 E. 8th Street
Hays, KS 67601

9. Reserved.

10. Electronically Produced Documents. Electronically produced documents will be submitted in data files compatible with AutoCAD Release 2024. Lochner makes no warranty as to the compatibility of the data files beyond the above specified hardware and release or version of the stated software.

Because data stored on electronic media can deteriorate undetected or be modified without Lochner's knowledge, the electronic data files submitted to the Sponsor or other Agencies will have an acceptance period of thirty (30) days. If during that period the Sponsor or other Agencies find any errors or omissions in the files, Lochner will correct the errors or omissions as a part of the basic Agreement. Lochner will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

11. Engineer's Opinion of Probable Project Cost and Construction Cost. Since Lochner has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, Lochner's opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of Lochner's experience and qualifications and represent its best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Lochner cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by Lochner. However, Lochner represents that it will use reasonable engineering care and judgment commonly exercised by an engineer in the same or similar circumstances in making and transmitting such cost estimates to the Client.

12. Force Majeure. Any delay or failure of Lochner in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm, discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of Lochner, provided that prompt written notice of such delay or suspension be given by Lochner to the Client. Upon receipt of said notice, if necessary, the time for

performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays and Lochner shall be reimbursed for the cost of such delays.

13. Client's Responsibilities.

- a. Arrange for access to and make all provisions for Lochner to enter upon public and private property as required for it to perform his/her services.
- b. Assist in approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
- c. Designate in writing a person to act as Client representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Sponsor policies and decisions.
- d. Give prompt written notice to Lochner whenever Client observes or knows of any development that affects the scope or timing of Lochner's services.
- e. Pay publishing cost for advertisements of notices, public hearings, request for bids, and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities; and shall secure the necessary land, easements and rights-of-way required for the project.
- f. Available information relating to environmental conditions at the property, including any permits, clearances, investigations, and remediation required for federal, state, and local agencies identified by environmental consultants for the Sponsor in currently available reports.

14. Mandatory Federal Contract Provisions. (Reference Attachment D)

H.W. LOCHNER, INC.

By: Erik Vliek

Title: Business / Operations Manager

Date: 4/23/2025

CITY OF HAYS, KANSAS

By: _____

Title: _____

Date: _____

Attachments

Attachment A Scope of Work/Services

Attachment B Agreement Price and Schedule of Values

Attachment C Project Schedule

Attachment D Mandatory Federal Contract Provisions

SCOPE OF WORK/SERVICES

WHEREAS, the Client has agreed to employ the Consultant to provide the construction administration, materials testing, observations, and project closeout services for the proposed project including AGIS safety-critical aeronautical survey services.

All services will be performed in accordance with good engineering practice and applicable published criteria of the Federal Aviation Administration (FAA), primarily FAA Advisory Circulars and Central Region Guidance publications.

- AC 150/5300-16B “*General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey*”
- AC 150/5300-17C “*Standards for Using Remote Sensing Technologies in Airport Surveys*”
- AC 150/5300-18B “*General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards*”
- AC 150/5370-2G “*Operational Safety on Airports During Construction*”
- AC 150/5370-10H “*Standard Specifications for Construction of Airports.*”
- AIP Guide 1000, “*Construction Phase.*”

The following is a detailed description of the specific engineering services that are a duty of this Agreement.

A. CONSTRUCTION SERVICES

1. Preliminary
 - a. Coordinate with Client and FAA to establish inspection scope, estimate, and agreement for services.
 - b. Prepare copies of the Construction Plans and Contract Documents/Technical Specifications for use by the Contractor during construction.
 - c. A Construction Observation Plan will be required for this project.
 - d. Conduct a pre-construction conference. Minutes of the conference will be prepared and distributed to the attendees.
2. Provide construction management and on-site construction observation services.
 - a. Provide construction observation services, including preparation of daily reports, weekly reports, and other reports as required by the FAA to document the prosecution and progress of the Project. The Consultant shall provide full-time observation of the Project.
 - b. Respond to RFI's from the contractor and complete site visits to monitor project progression.
 - c. Review material certification submittals from the Contractor.
 - d. Attend and conduct a Pre-Pave meeting with the Sponsor and Contractor.
 - e. Prepare Contractor's progress estimates and Sponsor's request for reimbursement of funds.
 - f. Prepare change orders and supplemental agreements necessary for construction of the Project.
 - g. Prepare grant reimbursement Invoice Summary forms and Quarterly Performance reports.
 - h. Perform material(s) testing (field laboratory) as required by the Construction Observation Plan. **Refer to Exhibit A-1 for detailed summary of proposed material(s) testing scope of services.**
 - i. Attend and conduct a final review of the Project with the Sponsor and Contractor.

3. Project Closeout Phase

- a. Prepare and submit to the Sponsor one (1) set of black line prints of the record drawings. The Sponsor will be provided with electronic data of the record drawings upon request.
- b. Prepare the documents relating to engineering design and construction services for Project closeout as required by the FAA.
- c. Prepare and submit the Final Construction Report.
- d. Compile a copy of the Contractor's certified payroll records for the Sponsor.
- e. An update to the Airport Layout Plan is required for this Project.
- f. Complete remote-sensing and photogrammetry services in support of an AGIS Safety-Critical Aeronautical Survey at Hays Regional Airport (HYS).

Refer to Exhibit A-2 for detailed description of proposed scope of services.

HADEL IFE's, LLC

April 3, 2025

Ms. Jamie Salter
Airport Director
City of Hays, Kansas
3950 East 8th Street
Hays, Kansas 67601

Re: Independent Fee Estimate (IFE)
Reconstruct of Runway 4-22 & Runway Turnarounds
& Reconstruct Portions of Taxiway M
at Hays Regional Airport

Dear Ms. Salter:

At your request, we have performed an Independent Fee Estimate (IFE) for the Reconstruct of Runway 4-22 & Runway Turnarounds & Reconstruct Portions of Taxiway M at Hays Regional Airport. Our review was based on the Scope of Services document prepared by H. W. Lochner, Inc. (Engineer of Record – EOR).

Based on the project information received, HADEL IFEs, LLC understands the following primary project services to be performed as follows:

PROPOSED SCOPE OF SERVICES

A. CONSTRUCTION SERVICES

- Task 1: Preliminary
- Task 2a: Construction Management
- Task 2b: Construction Observation
- Task 3: Project Closeout

B. SPECIAL SERVICES

- Task 1: Material Testing
- Task 2: AGIS Aeronautical Survey

Utilizing the Scope of Services provided, HADEL IFEs, LLC's Independent Fee Estimate is \$748,000.

Table A provides a summary of the estimate for the Reconstruct of Runway 4-22 & Runway Turnarounds & Reconstruct Portions of Taxiway M Project at Hays Regional Airport. Additionally, attached for your review is a detailed fee analysis.

Ms. Jamie Salter
 Airport Director
 April 3, 2025
 Page 2

Table A: Summary of Estimated Costs						
Task	Hours	Labor Cost	Expenses			Totals
			Office	Field	Subconsultant	
A. CONSTRUCTION SERVICES						
Task 1: Preliminary	128.50	\$21,961.98	\$4,638.02	\$0.00	\$0.00	\$26,600.00
Task 2a: Construction Management	779.50	\$139,891.61	\$11,108.39	\$0.00	\$0.00	\$151,000.00
Task 2b: Construction Observation	1,070.00	\$186,113.13	\$0.00	\$35,086.87	\$0.00	\$221,200.00
Task 3: Project Closeout	257.00	\$37,548.36	\$651.64	\$0.00	\$0.00	\$38,200.00
Subtotals	2,235.00	\$385,515.08	\$16,398.05	\$35,086.87	\$0.00	\$437,000.00
B. SPECIAL SERVICES						
Task 1: Material Testing	0.00	\$0.00	\$0.00	\$0.00	\$121,000.00	\$121,000.00
Task 2: AGIS Aeronautical Survey	0.00	\$0.00	\$0.00	\$0.00	\$190,000.00	\$190,000.00
Subtotals	0.00	\$0.00	\$0.00	\$0.00	\$311,000.00	\$311,000.00
TOTALS	2,235.00	\$385,515.08	\$16,398.05	\$35,086.87	\$311,000.00	\$748,000.00

I trust this information is sufficient for your purposes. If you should have any additional questions or comments regarding this information, please contact me at 816-805-1941.

Sincerely,

David G. Hadel, PE
 Manager

Enclosure:

2025-03-31 IFE HYS RWY 4-22 Cserv Summary.pdf
 2025-03-31 IFE HYS RWY 4-22 Cserv Exhibit 1.pdf
 2025-03-31 IFE HYS RWY 4-22 Cserv Exhibit 2.pdf
 2025-03-31 IFE HYS RWY 4-22 Cserv Worksheet.pdf

cc: Project File

DERIVATION OF CONSULTANT PROJECT COSTS
SUMMARY OF COSTS

Airport Name: Hays Regional Airport (HYS)
 Location: P. O. Box 490, Hays, Kansas 67601

Task Name: Summary of Construction & Special Services

Construction Services for the Reconstruct of RWY 4-22 & RWY Turnarounds & Reconstruct Portions of TWY M
 April 3, 2025

1 DIRECT SALARY COSTS

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HR</u>	<u>COST (\$)</u>	<u>COST (\$)</u>	<u>COST (\$)</u>
			<u>OFFICE</u>	<u>FIELD</u>	<u>Sub/CW</u>
Principal	1.5	\$110.00	\$165.00	\$0.00	\$0.00
Project Manager	233.0	\$80.00	\$18,640.00	\$0.00	\$0.00
Senior Civil Engineer	101.5	\$55.00	\$5,582.50	\$0.00	\$0.00
Staff Civil Engineer	272.0	\$50.00	\$13,600.00	\$0.00	\$0.00
Assistant Civil Engineer	178.0	\$45.00	\$8,010.00	\$0.00	\$0.00
Senior Technician	47.0	\$44.00	\$2,068.00	\$0.00	\$0.00
Staff Technician	150.0	\$38.00	\$5,700.00	\$0.00	\$0.00
Staff Electrical Engineer	128.5	\$55.00	\$7,067.50	\$0.00	\$0.00
Senior Planner	25.0	\$50.00	\$1,250.00	\$0.00	\$0.00
Resident Representative	856.0	\$55.00	\$0.00	\$47,080.00	\$0.00
Resident Representative	214.0	\$55.00	\$0.00	\$11,770.00	\$0.00
Clerical	28.5	\$34.00	\$969.00	\$0.00	\$0.00
Total Hours	2,235.0				
Subtotal Direct Salary Costs			\$63,052.00	\$58,850.00	\$0.00
Total Direct Salary Costs					\$121,902.00

2 LABOR & GENERAL ADMINISTRATIVE OVERHEAD (& FCCM if applicable)

a General Administrative Overhead Rate (%):	OFFICE	175.000%	\$110,341.00		
b General Administrative Overhead Rate (%):	FIELD	175.000%		\$102,987.50	
c General Administrative Overhead Rate (%):	Sub	175.000%			\$0.00
d Facilities Capital Cost of Money (FCMM) Rate (%):	OFFICE	0.000%	\$0.00		
e Facilities Capital Cost of Money (FCMM) Rate (%):	FIELD	0.000%		\$0.00	
f Facilities Capital Cost of Money (FCMM) Rate (%):	Sub	0.000%			\$0.00

3 SUBTOTAL

<i>Sum of Items 1, 2a, 2b & 2c</i>		\$173,393.00	\$161,837.50	\$0.00
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4 PROFIT/FIXED FEE

<i>Profit/Fixed Fee (%):</i>	15.00%	(Profit/Fixed Fee x Item 3)	\$26,008.95		
	15.00%			\$24,275.63	
	15.00%				\$0.00
Total Profit/Fixed Fee					\$50,284.58

5 SUMMARY OF ITEMS 2, 3 & 4

<i>Sum of Item 2.d, 2.e, 2.f, 3 & 4:</i>		\$199,401.95	\$186,113.13	\$0.00
Total Lump Sum Fee				\$385,515.08

DERIVATION OF CONSULTANT PROJECT COSTS
SUMMARY OF COSTS

Airport Name: Hays Regional Airport (HYS)
 Location: P. O. Box 490, Hays, Kansas 67601

Task Name: Summary of Construction & Special Services

Construction Services for the Reconstruct of RWY 4-22 & RWY Turnarounds & Reconstruct Portions of TWY M
 April 3, 2025

6 OUT OF POCKET EXPENSES

Items	Units	Cost per Unit	No. of Units	COST (\$)	No. of Units	COST (\$)	No. of Units	COST (\$)
Travel	Miles	\$0.70	10,710.00	\$7,497.00	8,550.00	\$5,985.00	0.00	\$0.00
Daily Food	Per Diem	\$68.00	25.00	\$1,700.00	145.00	\$9,860.00	0.00	\$0.00
Daily Lodging	Per Diem	\$128.70	18.00	\$2,316.60	144.00	\$18,532.80	0.00	\$0.00
Plotting	Per SF	\$2.00	682.50	\$1,365.00	0.00	\$0.00	0.00	\$0.00
Drawings	Per SF	\$1.68	1,774.50	\$2,981.16	0.00	\$0.00	0.00	\$0.00
Printing	Per Page	\$0.12	500.00	\$60.00	1,000.00	\$120.00	0.00	\$0.00
Phone, Personal & Misc.	Each	\$1.00	478.29	\$478.29	589.07	\$589.07	0.00	\$0.00
<i>Subtotal of Out of Pocket Expenses:</i>				\$16,398.05		\$35,086.87		\$0.00
Total of Out of Pocket Expenses: (Not to Exceed)								\$51,484.92

7 SUBCONSULTANTS

Items	COST (\$)	COST (\$)	COST (\$)
Material Testing	\$0.00	\$0.00	\$121,000.00
AGIS Aeronautical Survey	\$0.00	\$0.00	\$190,000.00
<i>Subtotal of Subconsultant Costs:</i>	\$0.00	\$0.00	\$311,000.00
Total of Subconsultant Costs: (Not to Exceed)			\$311,000.00

8 MAXIMUM TOTAL FEE

<i>Subtotal of Total Fee:</i>	\$215,800.00	\$221,200.00	\$311,000.00
Total Fee: (Not to Exceed)			\$748,000.00

EXHIBIT-1

IFE Versus Consultant Fee Proposal Comparison

Detailed Fee/Cost Analysis (variation of AC 150/5100-14E - Appendix E)

Airport: KHYS - Hays Regional Airport

Project: AIP Project # 3-20-0028-038 Reconstruct Crosswind Runway/Taxiway M Intersection

Date: April 14, 2025

Estimated Construction Costs (ECC):

\$6,676,181

ALL SERVICES - PRELIMINARY, CONSTRUCTION MANAGEMENT/OBSERVATION, PROJECT CLOSEOUT, AND SPECIAL SERVICES						
Position Title	Sponsor's Independent Fee Estimate			Consultant Fee Proposal		
	Hourly Rate	Estimated Hours	Cost	Hourly Rate	Estimated Hours	Cost
Principal	\$ 110.00	1.5	\$ 165.00	\$ 109.00	-	\$ -
Project Manager	\$ 80.00	233.0	\$ 18,640.00	\$ 102.00	31.0	\$ 3,162.00
Senior Planner/Airport Planner	\$ 50.00	25.0	\$ 1,250.00	\$ 77.00	24.0	\$ 1,848.00
Senior Civil Engineer/Design Engineer	\$ 55.00	101.5	\$ 5,582.50	\$ 68.00	106.0	\$ 7,208.00
Resident Representative/Construction Observer	\$ 55.00	1070.0	\$ 58,850.00	\$ 66.00	1,038.0	\$ 68,508.00
Staff Civil Engineer/Design Technician	\$ 50.00	272.0	\$ 13,600.00	\$ 52.00	66.0	\$ 3,432.00
Clerical/Admin. Assistant	\$ 34.00	28.5	\$ 969.00	\$ 51.00	28.0	\$ 1,428.00
Staff Technician/Engineer Intern	\$ 38.00	150.0	\$ 5,700.00	\$ 44.00	46.0	\$ 2,024.00
Assistant Civil Engineer	\$ 45.00	178.0	\$ 8,010.00			\$ -
Senior Technician	\$ 44.00	47.0	\$ 2,068.00			\$ -
Staff Electrical Engineer	\$ 55.00	128.5	\$ 7,067.50			\$ -
Subtotal Hours/Wages		2235.0	\$ 121,902.00		1,339.0	\$ 87,610.00
Overhead	175.00%		\$ 213,328.50	169.36%		\$ 148,376.30
Subtotal Wages and Overhead			\$ 335,230.50			\$ 235,986.30
Profit	15.00%		\$ 50,284.58	15.00%		\$ 35,397.94
Total Direct Salary, Overhead, and Profit Costs			\$ 385,515.08			\$ 271,384.24
Mileage	19,260 @ \$0.70/mile		\$ 13,482.00	14542 @ \$0.70/mile		\$ 10,179.40
Aircraft Rental				2 hrs @ \$400.00/hour		\$ 800.00
Meals	170 @ \$68.00/day		\$ 11,560.00	108 @ \$68.00/day		\$ 7,344.00
Lodging	162 days @ \$128.70/day		\$ 20,849.40	108 days @ \$110.00/day		\$ 11,880.00
Mailing & Misc Expenses/Plotting/Drawings/Printing/Phone			\$ 5,593.52			\$ 355.36
Kaw Valley (Materials Testing)			\$ 121,000.00			\$ 25,557.00
Martinez Geospatial (MTZ) - AGIS Survey			\$ 190,000.00			\$ 118,300.00
TOTAL FEES			Independent Fee Estimate: \$ 748,000.00		Consultant Fee Proposal: \$ 445,800.00	



City Commission Work Session

Agenda Memo

From: Curtis W. Deines, Planning & Development Superintendent

Work Session: May 15, 2025

Subject: Covenant Estates 1st Addition – Rezoning Request from (A-L) Agriculture District to (R-G) Residential General District

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

Summary

An application has been submitted to request a change in zoning from (A-L) Agriculture District to (R-G) Residential General District for Covenant Estates 1st Addition. This area, identified in the Comprehensive Plan for Light Density Residential (LDR) development, is ideal due to its proximity to existing neighborhoods and utility access. R-G zoning is fully compatible with LDR, earning a 5 out of 5 rating on the compatibility matrix found within the Comprehensive Plan. 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 (A-L) Agriculture District to (R-G) Residential General District for Covenant Estates 1st Addition. This area is currently agriculture land and is located adjacent to single family residential developments and is a logical area for development.

Discussion

This property has been identified in the City's Comprehensive Plan for residential development. This location is designated as a prime area for development due to its proximity to other developments and availability of utilities for extension.

The adjacent properties were platted in the late 70's and early 80's. The Comprehensive Plan identifies this area as LDR (Light Density Residential). R-G is completely compatible with Light and Medium Density developments with a rating of 5 out of 5 from the compatibility matrix chart.

A Public Hearing was conducted at the February 17, 2025 meeting of the Hays Area Planning Commission, and after discussion, the Planning Commissioners voted 6-0 in favor of the rezoning request. There were no negative public comments regarding the rezoning at the Public Hearing.

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 (A-L) Agriculture District to (R-G) Residential General District 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 (A-L) Agriculture District to (R-G) Residential General District (Requires a 2/3 majority to overturn the P.C. recommendation).

Recommendation

Staff, as well as the Hays Area Planning Commission, recommends approving the rezoning request from (A-L) Agriculture District to (R-G) Residential General District for Covenant Estates 1st Addition, as legally described within the adopting ordinance.

Action Requested

Adopt an ordinance approving the rezoning request (A-L) Agriculture District to (R-G) Residential General District for Covenant Estates 1st Addition, as legally described within the adopting ordinance.

Supporting Documentation

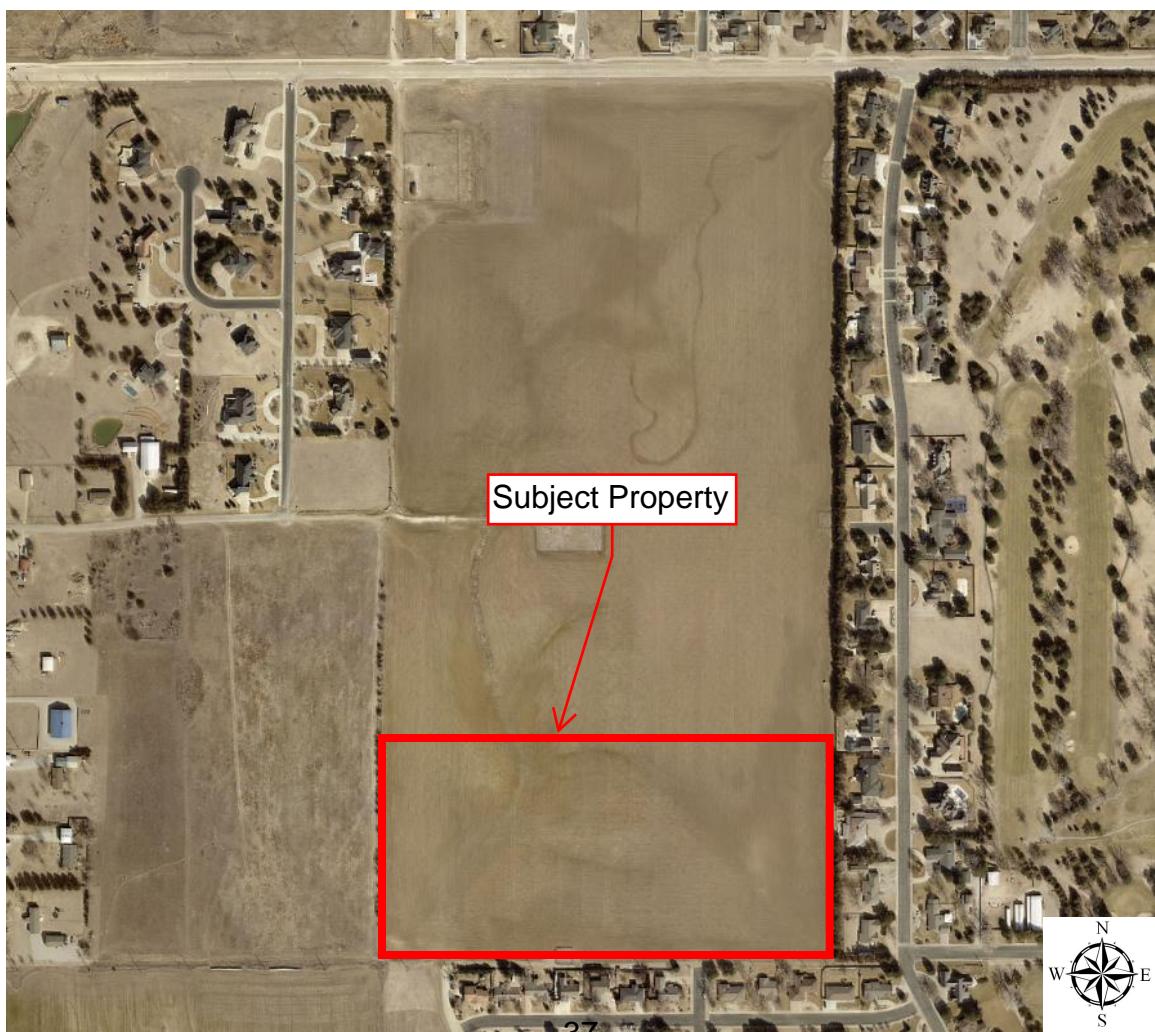
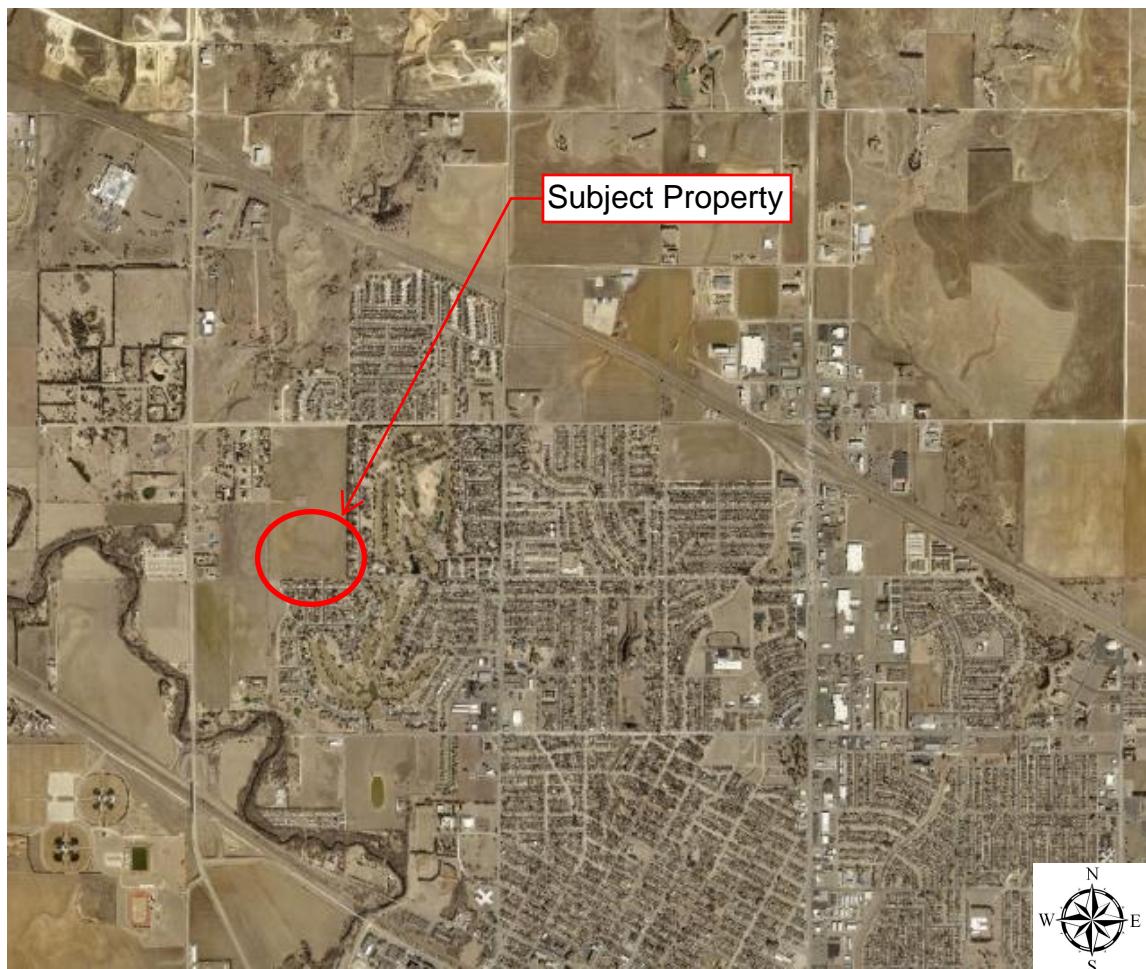
Visuals

Zoning District Uses

Planning Commission Findings of Fact

Planning Commission Minutes (Excerpt)

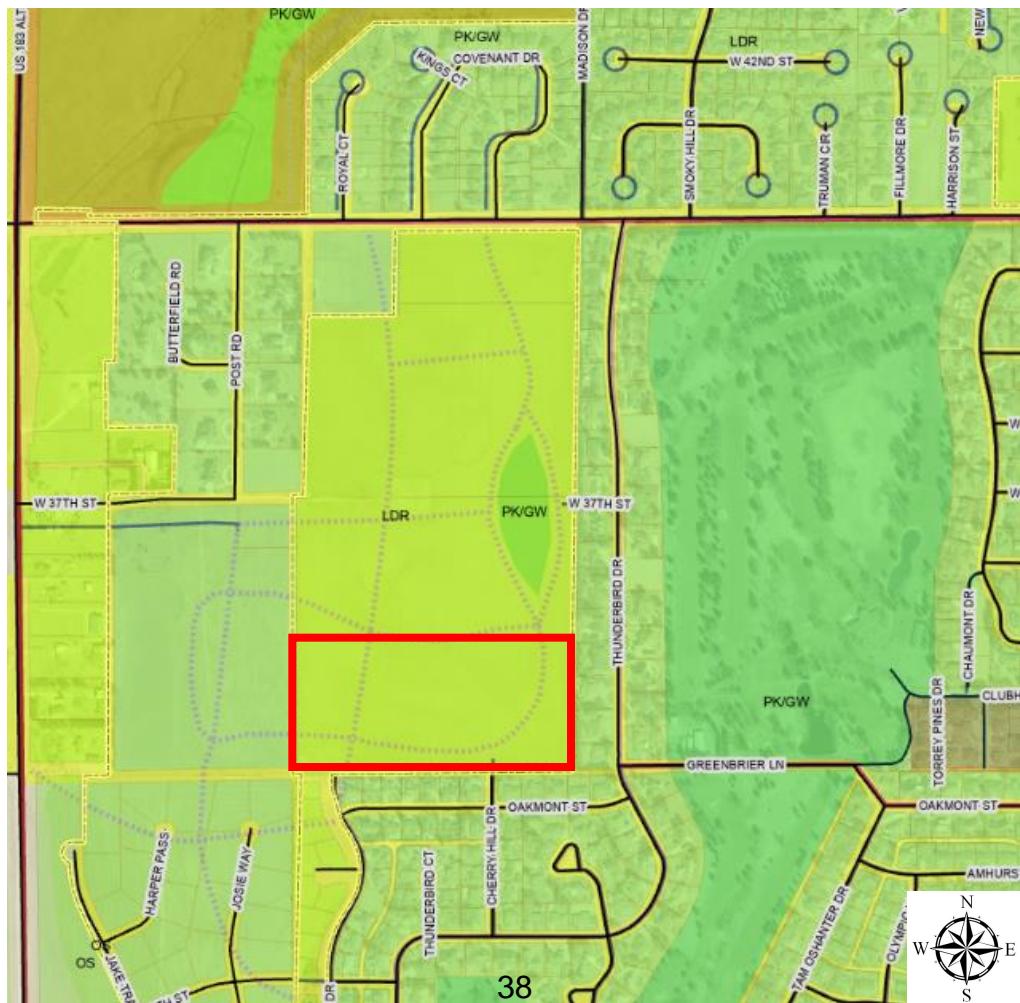
Ordinance



Zoning Map



Future Land Use Map



REZONING EXHIBIT A

Proposed Covenant Estates First Addition

Portion of East Half of Northwest Quarter Section 29, Township 13 South, Range 18 West
City of Hays, Ellis County, Kansas



Proposed Zoning Change
Location Map
not to scale

City of Hays UDC Regulations for Residential General District R-G

R-G Zoning allows the following:

Uses by Right:

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

Limited use:

- o Apartment
- 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 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 Funeral Home/ Mortuary/Funeral
 Chapel/Crematory
- o Government and Public Institutions
- o Manufactured Home Park or Subdivision
- o Substations (Electrical and Telephone)

STAFF FINDING OF FACT

1. **CASE NO:** 2025-01Z **FILING FEE PAID:** \$200.00
 2. **DATE FILED:** 1/3/2025
 3. **DATE ADVERTISED FOR HEARING:** 1/23/2025 through 2/12/2025
 4. **PUBLIC HEARING DATE:** 2/17/2025
 5. **APPLICANT'S NAME:** Covenant Land & Developing, Inc
 6. **LOCATION OF PROPERTY:** Agricultural field, west of Thunderbird, between 33rd St and 41st St, being a tract of land located in the East Half of the Northwest Quarter of Section 29, Township 13 South, Range 18 West of the Sixth Principal Meridian, Ellis County, Kansas
 7. **DESCRIPTION OF PROPERTY:** Agriculture
 8. **PRESENT USE OF PROPERTY:** Agriculture
 9. **PRESENT ZONING:** "A-L" Agriculture
REQUESTED ZONING: "R-G" Residential General
-

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

NORTH: Agriculture

SOUTH: Residential

EAST: Residential

WEST: Agriculture

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

NORTH: A-L - Agriculture

SOUTH: NC.2 – Neighborhood Conservation

EAST: NC.2 – Neighborhood Conservation

WEST: R-G – Residential General

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

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: YES
5. SHOULD PLATTING BE REQUIRED: YES

B. TRAFFIC CONDITIONS:

1. CLASSIFICATION OF STREET ON WHICH PROPERTY FRONTS: LOCAL
2. RIGHT-OF-WAY WIDTH: 60'
3. SIGHT DISTANCE: N/A
4. TURNING MOVEMENTS: N/A
5. COMMENTS ON TRAFFIC: LOCAL/RESIDENTIAL

4. **THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED:** The property's current agriculture zoning, although appropriate for the current use, limits development of the property. Rezoning the property to residential use aligns with land suitability, making it more appropriate for development.
5. **THE EXTENT TO WHICH REMOVAL OF THE RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTY:** The removal of the current restrictions should in no way detrimentally affect nearby property. Rezoning the property to residential will allow development as guided by the Comprehensive Plan and Future Land Use Map.
6. **THE LENGTH OF TIME THE SUBJECT PROPERTY HAS REMAINED VACANT AS ZONED:** This property has been zoned and used for Agriculture purposes for many decades and changing the zoning will allow needed housing development to occur.
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:** The proposed rezoning from Agriculture to Residential use represents a reasonable transition that aligns with existing development patterns and planned growth in the area. Public health, safety, and welfare are supported by providing additional housing opportunities, ensuring orderly development, and utilizing existing and planned infrastructure.
8. **THE CONFORMANCE OF THE REQUESTED CHANGE TO THE ADOPTED OR RECOGNIZED MASTER PLAN BEING UTILIZED BY THE CITY:** The requested zoning aligns with the City of Hays Comprehensive Plan which designates this area for Light Density Residential. The change supports orderly development and infrastructure expansion ensuring compatibility with surrounding neighborhoods.

MINUTES EXCERPT
HAYS AREA PLANNING COMMISSION
CITY HALL COMMISSION CHAMBERS
February 17, 2025
4:00 P.M.

1. PUBLIC HEARING ITEMS:

A. Public Hearing for the Rezoning Request from (A-L) Agriculture District to (R-G) Residential General District for the proposed Covenant Estates First Addition

Curtis Deines provided a PowerPoint presentation regarding the rezoning request from "A-L" Agriculture District to "R-G" Residential General for land located on the south end of the agricultural field, west of Thunderbird, between 33rd and 41st St. Sometimes questions come up about access, streets, or lot configuration.

This first planned phase of development is 20 acres located on the south end of the parent tract and is adjacent to residential property along Thunderbird Dr. and Oakmont St. The adjacent properties were platted in the late 70s and early 80s. The Comprehensive Plan identifies this area as Light Density Residential (LDR). R-G is completely compatible with Light and Medium Density developments with a rating of 5 out of 5 from the compatibility matrix chart. This location is designated as a prime area for development due to its proximity to other developments and availability of utilities for extension.

Mr. Deines provided a list of Uses by Right and Limited Uses for R-G 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 for changing the zoning as requested.

Matthew Wheeler opened the Public Hearing and asked for any citizen comments.

Georgia Pollard asked if the landowner applied for this rezoning. Mr. Deines stated that the property has recently been sold to a new developer, and they are requesting the rezoning. She asked if it was rezoning and when streets are put in, if she was going to have to pay for the street tax because she is at the dead end. Mr. Deines stated that we have not gotten that far to know where the streets are going to be, but it is typically not the case for property owners not in the development to pay for the streets.

Craig Pallister stated that he lives close to the west end of Oakmont. His concern is with the drainage, as right now, the water that comes off that field drains onto Columbine. Mr. Wheeler stated that in the past the developer has worked with the

city to contain stormwater with special soil or plants. Mr. Deines stated that any new development does require an analysis of stormwater management and designing it so that it does not leave the property any worse than it is now.

Matthew Wheeler closed the Public Hearing.

Motion:

Brian Garrett moved to approve Staff Findings of Fact; Jim Schreiber seconded.

Vote: AYES

Matthew Wheeler, Bernie Gribben, Jim Schreiber, Brian Garrett, Joseph Boeckner, and Dustin Schlaefli

Motion:

Dustin Schlaefli moved to change the zoning from A-L Agriculture District to R-G Residential General as it is compatible with the adjacent zoning districts; Joseph Boeckner seconded.

Vote: AYES

Matthew Wheeler, Bernie Gribben, Jim Schreiber, Brian Garrett, Joseph Boeckner, and Dustin Schlaefli

ORDINANCE NO._____

AN ORDINANCE REZONING A TRACT OF LAND IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 13 SOUTH, RANGE 18 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ELLIS COUNTY, KANSAS, AS AUTHORED BY DARRELL E. CHRISTEN, PS 1367, ON AUGUST 16, 2024, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 13 SOUTH, RANGE 18 WEST; THENCE ON A GRID BEARING OF SOUTH 01 DEGREES 14 MINUTES 52 SECONDS WEST ALONG THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 29 A DISTANCE OF 1982.56 FEET TO THE POINT OF BEGINNING OF TRACT 1; THENCE CONTINUING SOUTH 01 DEGREES 14 MINUTES 52 SECONDS WEST ALONG THE EAST LINE OF THE EAST HALF OF THE SAID NORTHWEST QUARTER A DISTANCE OF 653.76 FEET TO THE SOUTHEAST CORNER OF THE EAST HALF OF THE SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 31 MINUTES 24 SECONDS WEST ALONG THE SOUTH LINE OF THE EAST HALF OF THE SAID NORTHWEST QUARTER A DISTANCE OF 1332.99 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SAID NORTHWEST QUARTER; THENCE NORTH 01 DEGREES 17 MINUTES 44 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SAID NORTHWEST QUARTER A DISTANCE OF 653.77 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 24 SECONDS EAST A DISTANCE OF 1332.45 FEET TO THE POINT OF BEGINNING OF TRACT 1. SAID TRACT 1 CONTAINS 20.000 ACRES MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS OR RIGHTS-OF-WAY OF RECORD.

FROM “A-L” (AGRICULTURE) TO “R-G” (RESIDENTIAL GENERAL)

Whereas, the Hays Area Planning Commission, after due and legal notice published on City of Hays website, its official publication, on January 23, 2025, and after a public hearing held in conformity with such notice on February 17, 2025, 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 EAST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 13 SOUTH, RANGE 18 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ELLIS COUNTY, KANSAS, AS AUTHORED BY DARRELL E. CHRISTEN, PS 1367, ON AUGUST 16, 2024, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 13 SOUTH, RANGE 18 WEST; THENCE ON A GRID BEARING OF SOUTH 01 DEGREES 14 MINUTES 52 SECONDS WEST ALONG THE EAST LINE OF

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FROM "A-L" (AGRICULTURE) TO "R-G" (RESIDENTIAL GENERAL)

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 EAST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 13 SOUTH, RANGE 18 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ELLIS COUNTY, KANSAS, AS AUTHORED BY DARRELL E. CHRISTEN, PS 1367, ON AUGUST 16, 2024, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 13 SOUTH, RANGE 18 WEST; THENCE ON A GRID BEARING OF SOUTH 01 DEGREES 14 MINUTES 52 SECONDS WEST ALONG THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 29 A DISTANCE OF 1982.56 FEET TO THE POINT OF BEGINNING OF TRACT 1; THENCE CONTINUING SOUTH 01 DEGREES 14 MINUTES 52 SECONDS WEST ALONG THE EAST LINE OF THE EAST HALF OF THE SAID NORTHWEST QUARTER A DISTANCE OF 653.76 FEET TO THE SOUTHEAST CORNER OF THE EAST HALF OF THE SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 31 MINUTES 24 SECONDS WEST ALONG THE SOUTH LINE OF THE EAST HALF OF THE SAID NORTHWEST QUARTER A DISTANCE OF 1332.99 FEET TO THE

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FROM "A-L" (AGRICULTURE) TO "R-G" (RESIDENTIAL GENERAL)

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: May 15, 2025

Subject: Covenant Estates 1st Addition – Final Plat

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

Summary

An application has been submitted for the Final Plat of the Covenant Estates 1st Addition. The property is owned by Covenant Land & Developing, Inc. The rezoning and annexation of this property will also take place under separate agenda items. 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 Covenant Estates 1st Addition Final Plat as submitted.

Background

An application has been submitted for the Final Plat of the Covenant Estates 1st Addition. The property is owned by Covenant Land & Developing, Inc. The Final Plat meets the requirements of the current subdivision regulations regarding lot size, setbacks, and specific utility requirements. The rezoning and annexation of this property will also take place under separate agenda items. Completing the platting process will allow orderly development to occur.

Discussion

The proposed Final Plat of Phase 1 includes 3 total blocks with 54 lots. Staff has reviewed the proposed Final Plat which was also reviewed by the Utility Advisory Committee on March 4, 2025. Any concerns noted at that time were addressed.

This first phase of development contains 20 acres, and the owner plans to final plat, rezone and annex the remaining 55 acres of property lying to the north of Phase 1 in phases from south to north over the next few years.

These 54 lots will have access from Cherry Hill and Columbine Drive. There will be a multi-use path incorporated in the development from 41st St. to Columbine utilizing the storm water drainage area/green space for the location of the trail.

City utilities are in the area and will be extended for development. Stormwater management will be taken care of with quality and control measures throughout the 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 Final Plat.

Options

The City Commission has the following options:

- Approve the Covenant Estates 1st Addition Final Plat as submitted
- Request further changes or consideration to the Covenant Estates 1st Addition Final Plat
- Do not approve the Covenant Estates 1st Addition Final Plat

Recommendation

Staff, as well as the Hays Area Planning Commission (by a vote of 6-0), recommends approving the Covenant Estates 1st Addition Final Plat.

Action Requested

Approve a Resolution accepting the Covenant Estates 1st Addition Final Plat as submitted.

Supporting Documentation

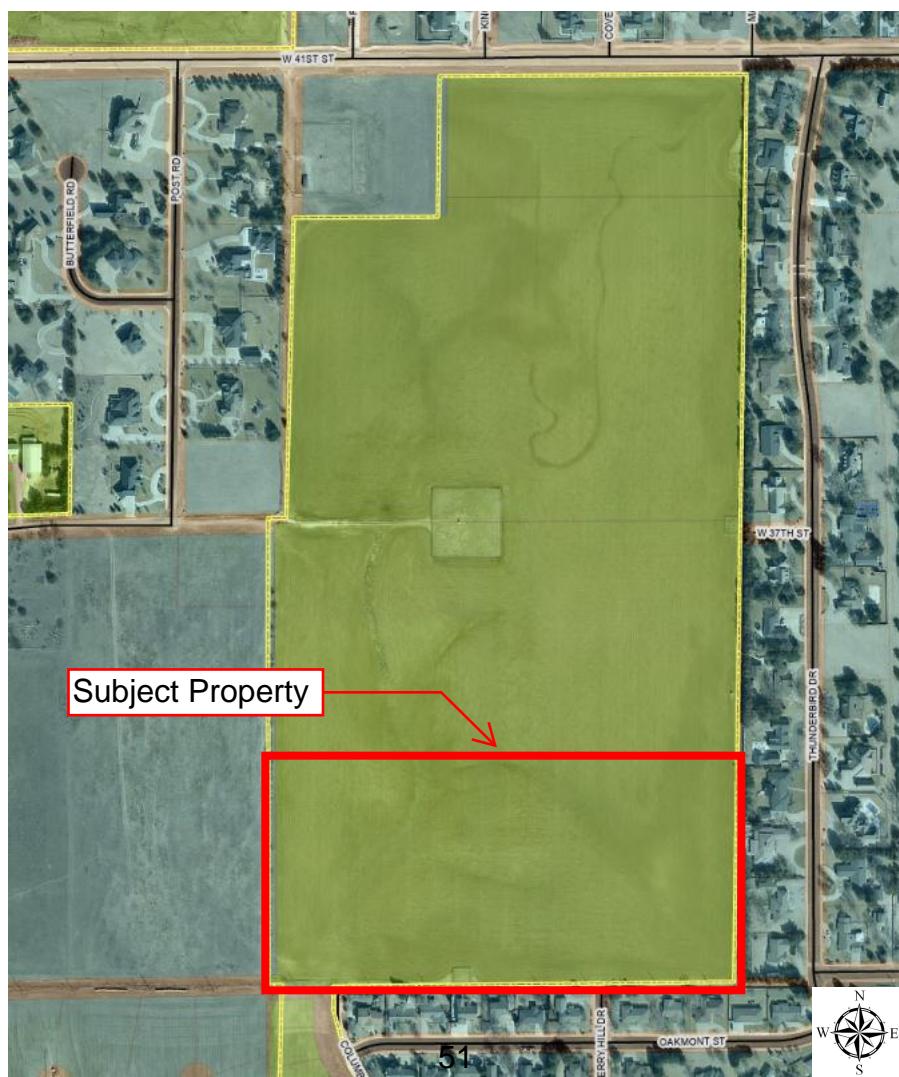
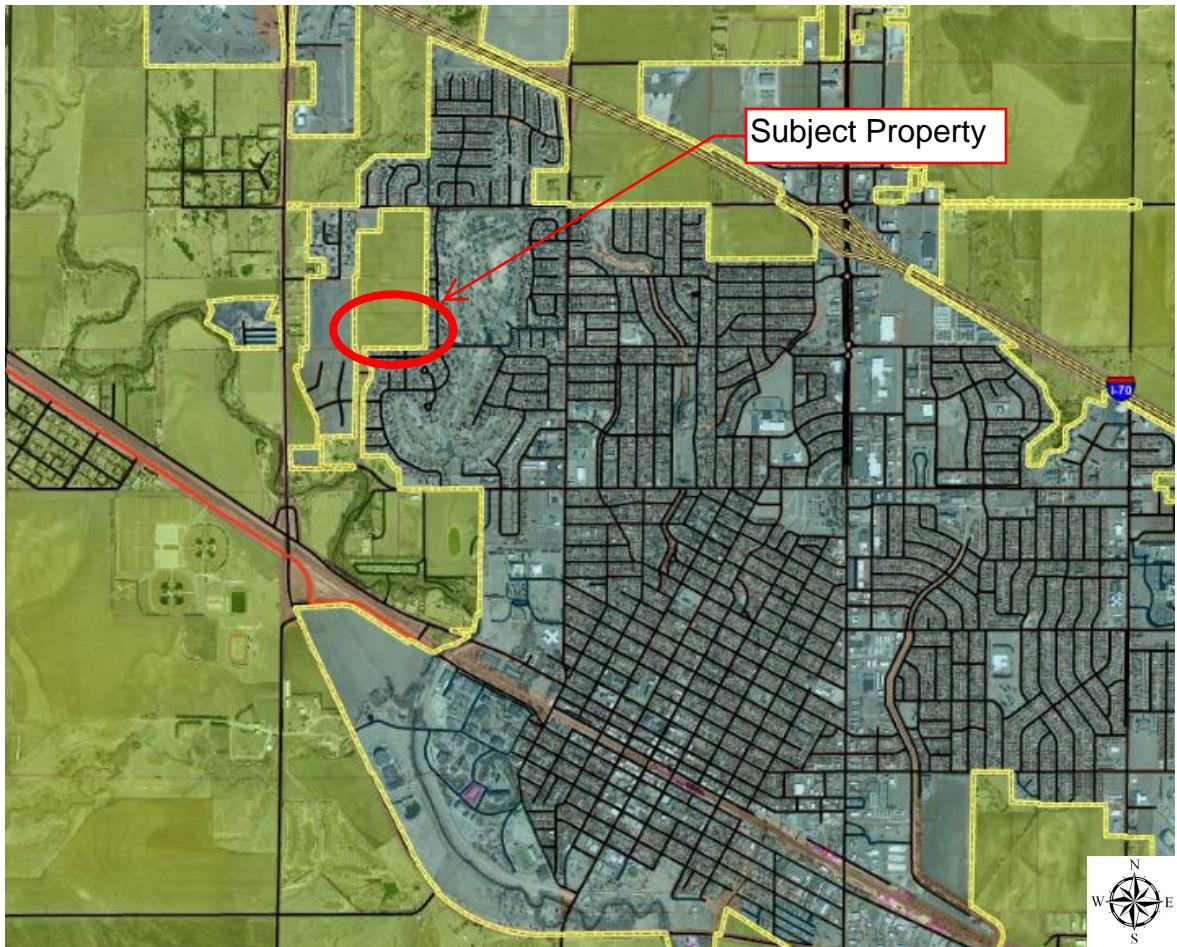
Visuals

Final Plat

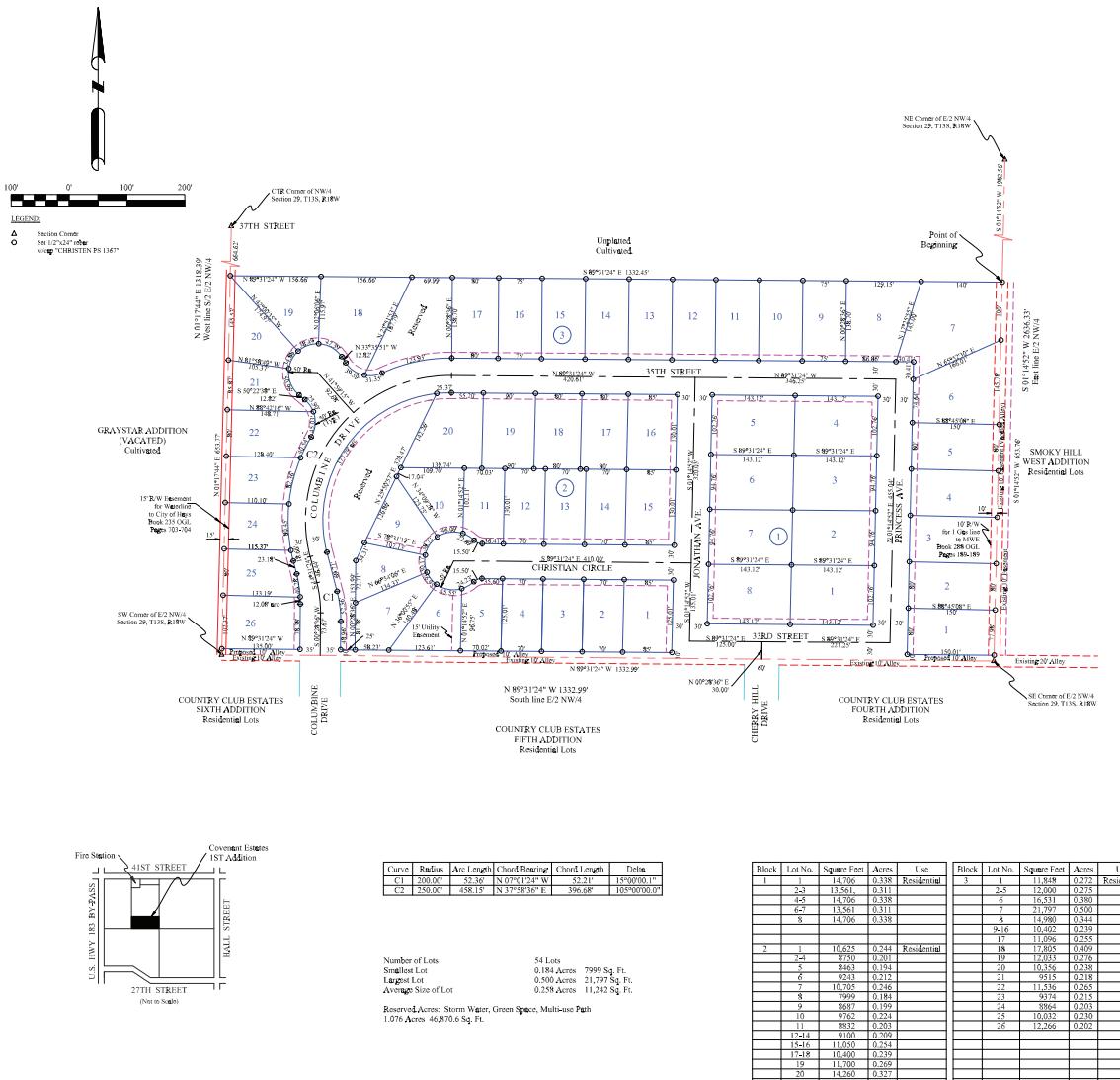
Final Plat Checklist

Planning Commission Minutes (Excerpt)

Resolution



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



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

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

APPROVALS:
This plat, Covenant Estates 1ST Addition, has been submitted to and approved by the Hays Planning Commission this _____ day of _____, 2025

Matthew Wheeler, Chairperson

Joseph Broecker, 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:

Jenni Breitling, City Clerk

Donald F. Hoffman, Attorney for the City of Hays

STREETS AND EASTIMENTS:

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

Easements are hereby dedicated for public use, as utility, stormwater drainage, which are shown lying between the lots in the manner indicated and as from time to time, plan, and map, may be employed for the purpose of improving, repairing 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 strips marked "Utility Easement".

OWNER'S CERTIFICATE:

Know all men by these presents, that I, the undersigned property owner of the land above described have caused the same to be surveyed and platted into Lots, and that the same is to be known as the "Covenant Estates 1st Addition", in the City of Hays, Ellis County, Kansas. The Streets are hereby dedicated to and for the use of the public, and the Easements as indicated on the accompanying plan are hereby granted to the public for the purpose of constructing, operating, maintaining, and repairing all public utilities.

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

Date _____

NOTARY CERTIFICATE:

State of Kansas, County of Ellis, ss:

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

Notary Public

My Commission Expires, _____

Note: Work completed on March 23, 2025

Bearings shown on this survey are in Kansas State Plane North Zone, NAD 1983.

Description closure provided - 1982.56 ft. linear error tolerance for the survey area - NAD 1983 W, description error = 20,000 ft.

All corners shown on survey are on legal lots.

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

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



Ronald W. Adams
Kansas Reg. No. 1166

Darren E. Christen
Kansas Reg. No. 1367

Covenant Estates 1st Add.
E/2 NW/4 Sec. 29-13-18
Hays, Kansas 67601
ADVANCED LAND SURVEYING
& DRAFTING
PS-1166

Sheet: 1 of 1 | Project #: 24-041
Drawn: DEC Scale: 1" = 100'
Approved: DEC Date: 05/07/2025

FINAL PLAT CHECK-LIST

DATE: **04-10-2025**

NAME OF SUBDIVISION: **COVENANT ESTATES 1ST ADDITION**

NAME OF OWNER: **COVENANT LAND & DEVELOPING INC.**

NAME OF SUBDIVIDER: **COVENANT LAND & DEVELOPING 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	

3. Final Design**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.	X	
Lots shall be numbered clearly. Blocks shall be numbered or lettered clearly in the center of the block.	X	
The exact locations, widths and names of all streets with dimensions.	X	
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.	X	
Building setback lines on the front and side streets, with dimensions.		N/A

4. Notes and Certificates**YES NO**

A statement dedicating all easements, streets, alleys and all other public areas not previously dedicated.	X	
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.	X	
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.	X	
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.	X	
The acknowledgement of a notary in the proper form.	X	
The certificate of the Planning Commission in the proper form.	X	

The Certificate of the register of deeds in the proper form.	<input checked="" type="checkbox"/>	
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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.	<input checked="" type="checkbox"/>	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	<input checked="" type="checkbox"/>	X
CCRs. A copy of any <u>covenants, conditions, and restrictions</u> (CCRs), or any other deed restrictions, applicable to the subdivision.	<input checked="" type="checkbox"/>	X
Confirmation of Setting Monuments. Certification from the land surveyor platting said area that all permanent monuments as required have been set.	<input checked="" type="checkbox"/>	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.	<input checked="" type="checkbox"/>	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.	<input checked="" type="checkbox"/>	X
Digital Submission. The final plat shall be submitted in digital format as specified by the Zoning Administrator.	<input checked="" type="checkbox"/>	X

MINUTES EXCERPT
HAYS AREA PLANNING COMMISSION
CITY HALL COMMISSION CHAMBERS
April 21, 2025
4:00 P.M.

1. NON-PUBLIC HEARING ITEMS:

A. Final Plat of Covenant Estates 1st Addition

Curtis Deines provided a PowerPoint presentation regarding the Final Plat of Covenant Estates 1st Addition. The property is owned by Covenant Land & Developing, Inc. The rezoning process began and was approved by the Planning Commission on February 17, 2025. Annexation will also take place before development occurs. The Final Plat meets the requirements of the current subdivision regulations regarding lot size, setbacks, and specific utility requirements.

The proposed Final Plat, of the first phase, includes 3 total blocks with 54 lots. Staff has reviewed the proposed Final Plat which was also reviewed by the Utility Advisory Committee on March 4, 2025. Any concerns noted at that time were addressed.

The owner plans to plat, rezone and annex the property in phases and develop the property from south to north over the next few years. These 54 lots will have access from Cherry Hill and Columbine Drive. There will be a multiuse path incorporated from 41st St to Columbine utilizing the storm water drainage area/green space for the location of the trail. City utilities are in the area and will be extended for development. Stormwater management will be taken care of with quality and control measures throughout the development.

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

Matthew Wheeler asked for any questions. There were none.

Motion:

Joseph Boeckner made a Motion to approve the Final Plat of the Covenant Estates 1st Addition as submitted; Bernie Gribben seconded.

Vote: AYES

Matthew Wheeler, Jim Schreiber, Bernie Gribben, Mike Vitztum, 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 Covenant Estates 1st Addition to Ellis County, Kansas said plat covering the following described real estate, to-wit:

A tract of land in the East Half of the Northwest Quarter of Section 29, Township 13 South, Range 18 West of the Sixth Principal Meridian, Ellis County, Kansas, as authored by Darrell E. Christen, PS 1367, on August 16, 2024, and more particularly described as follows:

Commencing at the Northeast Corner of the East Half of the Northwest Quarter of Section 29, Township 13 South, Range 18 West; Thence on a grid bearing of South 01 degrees 14 minutes 52 seconds West along the East line of the East Half of the Northwest Quarter of said Section 29 a distance of 1982.56 feet to the Point of Beginning; Thence continuing South 01 degrees 14 minutes 52 seconds West along the East line of the East Half of the said Northwest Quarter a distance of 653.76 feet to the Southeast Corner of the East Half of the said Northwest Quarter; Thence North 89 degrees 31 minutes 24 seconds West along the South line of the East Half of the said Northwest Quarter a distance of 1332.99 feet to the Southwest Corner of the East Half of the said Northwest Quarter; Thence North 01 degrees 17 minutes 44 seconds East along the West line of the East Half said Northwest Quarter a distance of 653.77 feet; Thence South 89 degrees 31 minutes 24 seconds East a distance of 1332.45 feet to the Point of Beginning. Said Tract containing 20.000 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:

**COVENANT ESTATES 1ST 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: Curtis W. Deines, Planning & Development Superintendent

Work Session: May 15, 2025

Subject: Covenant Estates 1st Addition Annexation

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

Summary

The property owner, Covenant Land & Developing Inc., has submitted a signed consent to annex under K.S.A. 12-520(a)(7) and desires to annex to allow for development of the property for the proposed Covenant Estates 1st Addition. The land is contiguous to City limits. The platting and rezoning of the property are being considered under separate agenda items. 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 owned by Covenant Land & Developing Inc. The property requesting annexation is the proposed Covenant Estates 1st Addition. The property owner is seeking annexation into the City limits to facilitate development. The Final Plat of the area and a rezoning are also taking place under separate agenda items.

Discussion

The property owner, Covenant Land & Developing Inc., has submitted a signed consent to annex under K.S.A. 12-520(a)(7) and desires to annex to allow for development of the property for the proposed Covenant Estates 1st Addition. 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.

City utilities are available for connection, as both water and sewer are adjacent to this location. It is the intent of the owner to extend both City sewer and City water for the proposed Covenant Estates after annexation takes place.

Legal Consideration

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

Financial Consideration

There are no known financial detriments to the City of Hays at this time as a result of this annexation. Annexation of the property will allow for development which will increase the tax base as individual lots are improved.

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.

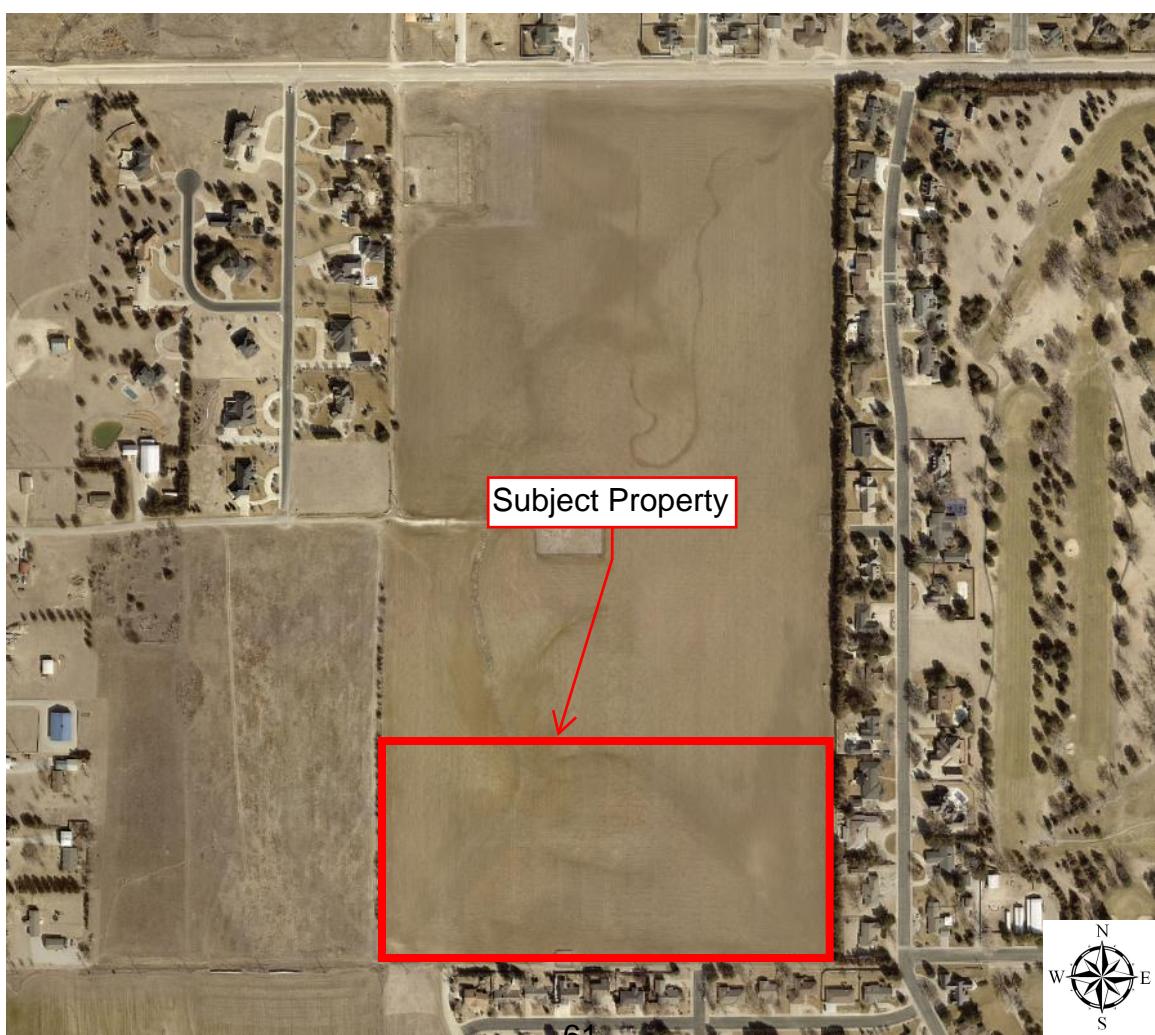
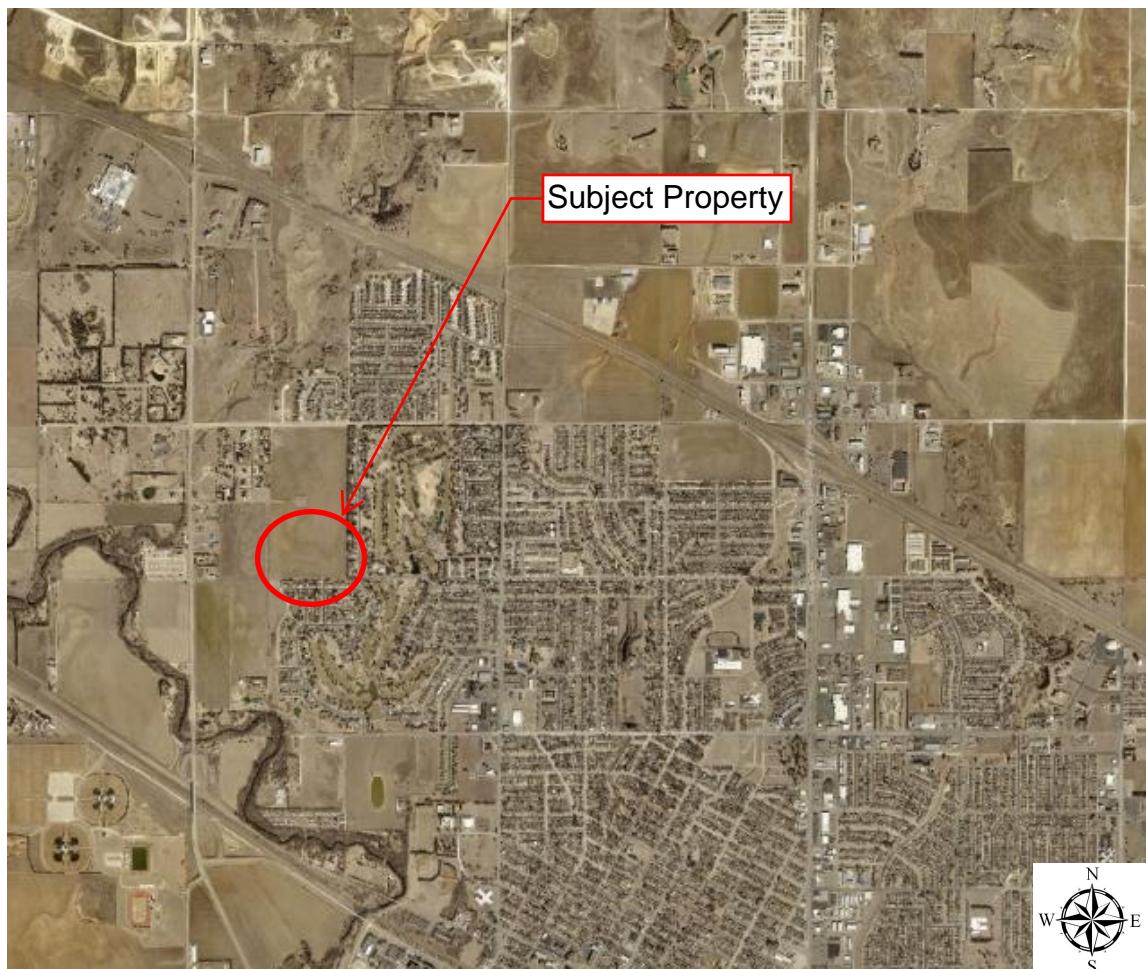
Action Requested

Approve an Ordinance annexing the property for Covenant Estates 1st Addition, as legally described within the adopting ordinance.

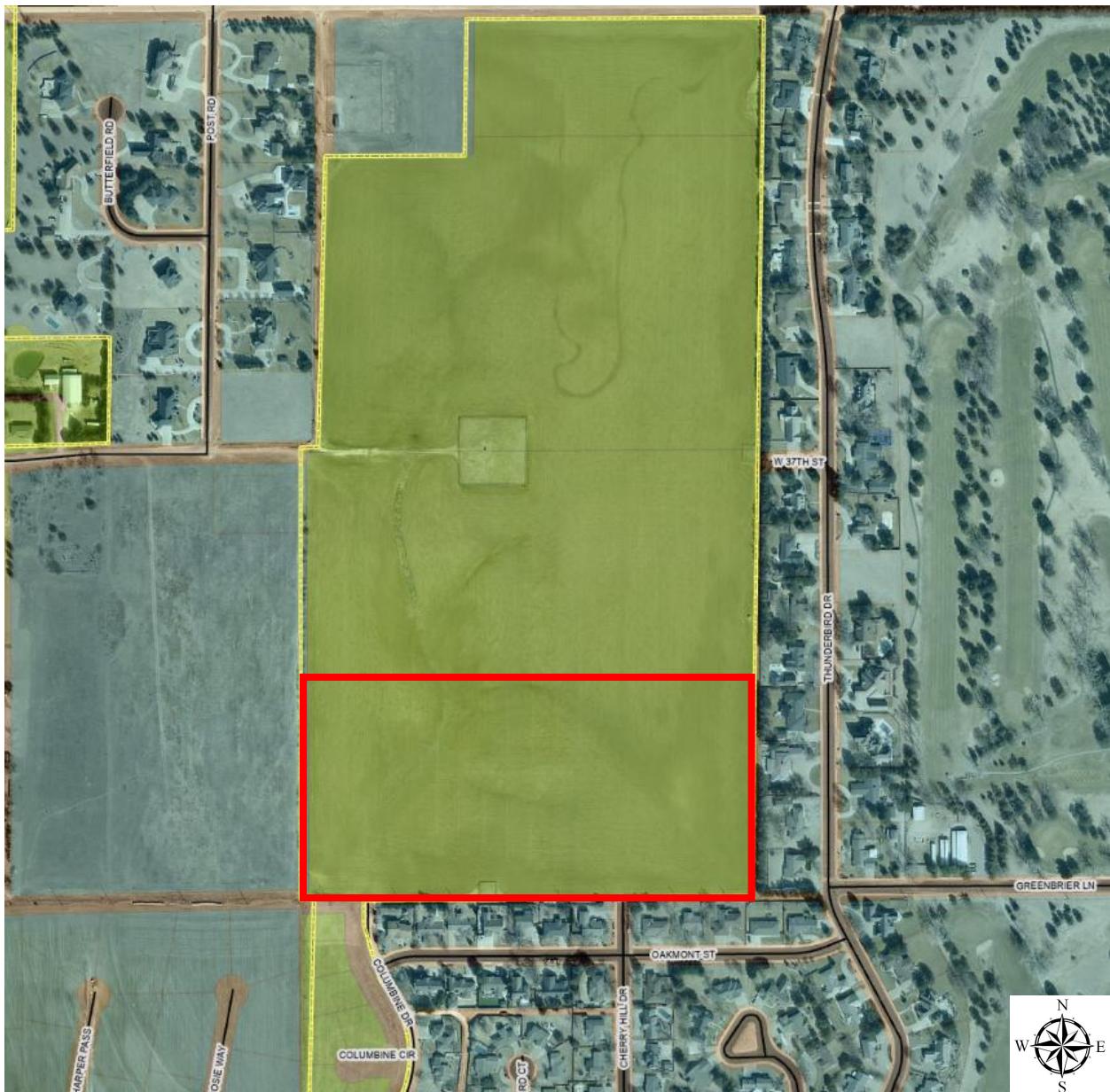
Supporting Documentation

Visuals

Signed Consent to Annex
Ordinance



Subject Property in relation to City Limits



CONSENT TO ANNEXATION

Covenant Land & Developing, Inc is the owner of the real estate hereinafter described as follows, to-wit:

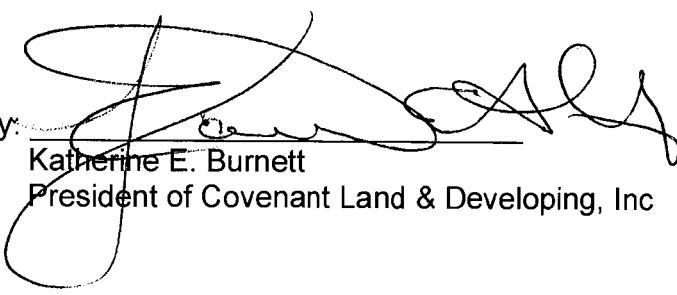
A tract of land in the East Half of the Northwest Quarter of Section 29, Township 13 South, Range 18 West of the Sixth Principal Meridian, Ellis County, Kansas, as authored by Darrell E. Christen, PS 1367, on August 16, 2024, and more particularly described as follows:

Commencing at the Northeast Corner of the East Half of the Northwest Quarter of Section 29, Township 13 South, Range 18 West; Thence on a grid bearing of South 01 degrees 14 minutes 52 seconds West along the East line of the East Half of the Northwest Quarter of said Section 29 a distance of 1982.56 feet to the Point of Beginning of Tract 1; Thence continuing South 01 degrees 14 minutes 52 seconds West along the East line of the East Half of the said Northwest Quarter a distance of 653.76 feet to the Southeast Corner of the East Half of the said Northwest Quarter; Thence North 89 degrees 31 minutes 24 seconds West along the South line of the East Half of the said Northwest Quarter a distance of 1332.99 feet to the Southwest Corner of the East Half of the said Northwest Quarter; Thence North 01 degrees 17 minutes 44 seconds East along the West line of the Southeast Quarter of the said Northwest Quarter a distance of 653.77 feet; Thence South 89 degrees 31 minutes 24 seconds East a distance of 1332.45 feet to the Point of Beginning of Tract 1. Said Tract 1 contains 20.000 acres more or less and is subject to any easements or rights-of-way of record.

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

Dated: 5/7/, 2025.

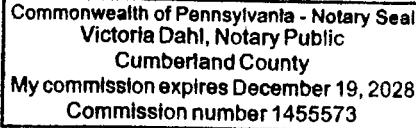
By:


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

SWORN BEFORE ME
ATTEST: ON 7 OF May, 2025

Victoria Dahl

Notary Public



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 East Half of the Northwest Quarter of Section 29, Township 13 South, Range 18 West of the Sixth Principal Meridian, Ellis County, Kansas, as authored by Darrell E. Christen, PS 1367, on August 16, 2024, and more particularly described as follows:

Commencing at the Northeast Corner of the East Half of the Northwest Quarter of Section 29, Township 13 South, Range 18 West; Thence on a grid bearing of South 01 degrees 14 minutes 52 seconds West along the East line of the East Half of the Northwest Quarter of said Section 29 a distance of 1982.56 feet to the Point of Beginning of Tract 1; Thence continuing South 01 degrees 14 minutes 52 seconds West along the East line of the East Half of the said Northwest Quarter a distance of 653.76 feet to the Southeast Corner of the East Half of the said Northwest Quarter; Thence North 89 degrees 31 minutes 24 seconds West along the South line of the East Half of the said Northwest Quarter a distance of 1332.99 feet to the Southwest Corner of the East Half of the said Northwest Quarter; Thence North 01 degrees 17 minutes 44 seconds East along the West line of the Southeast Quarter of the said Northwest Quarter a distance of 653.77 feet; Thence South 89 degrees 31 minutes 24 seconds East a distance of 1332.45 feet to the Point of Beginning of Tract 1. Said Tract 1 contains 20.000 acres more or less and is subject to any easements or rights-of-way of record.

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)