

**HAYSVILLE PLANNING COMMISSION
& BOARD OF ZONING APPEALS**

Agenda

February 13, 2025

6:00 p.m., Municipal Building, 200 W. Grand

- I. Call to Order
- II. Roll Call
- III. Presentation and Approval of Minutes
 - A. Minutes of January 23, 2025
- IV. Public Forum
- V. New Business
 - A. Public Hearing for a Conditional Use to build a new tower for a Wireless Communication Facility generally located at the corner of West Street and 79th Street
- VI. Old Business
- VII. Correspondence
- VIII. Off Agenda
 - A. Next Meeting Date
- IX. Adjournment

HAYSVILLE PLANNING COMMISSION/BOARD OF ZONING APPEALS

Minutes

January 23, 2025

The regular Planning Commission Meeting was called to order by Chairperson Tim Aziere at 6:00 p.m. in the Council Chambers at the Haysville Municipal Building, 200 W. Grand.

The members present were Mark Williams, Brandon Trube, Debbie Coleman, Tim Aziere, and Dan Rinke. Also present were Deputy Administrative Officer Georgie Carter and Planning and Zoning Administrator Kailyn Hogan.

The first item of business was the Minutes of January 9, 2025.

Motion by Coleman, second by Trube.
To approve the minutes as presented.
Williams aye, Coleman aye, Aziere aye, Rinke aye.
Trube abstain.
Motion carried.

There was no one to speak under Public Forum.

Under new business was the Review of a Zone Change from “SF-20” to “TF-3” in the Area of Influence. Christina Reith with MAPD presented the staff report.

WILLIAMS: The house that is on the very corner there, what happened to it?

REITH: I just had a conversation with the applicant about this, and they can confirm this, but it is the applicant’s intention that it will remain his residence. His private residence as a single-family residence.

WILLIAMS: Oh, I see.

Motion by Trube, second by Williams.
To recommend approval of the zone change.
Williams aye, Trube aye, Coleman aye, Rinke aye.
Aziere abstain.
Motion carried.

Under new business was a Public Hearing for a Conditional Use to construct a new tower for a Wireless Communication Facility at 200 W Grand Ave, Haysville, KS 67060.

Hogan presented the staff report.

Glen Klocke: Good evening. My name is Glen Klocke, and I am with Network Real Estate. We represent AT&T. We do all of the acquisition for them in Missouri, Kansas, and Illinois. This particular tower will be a 150-foot monopole. The equipment that she spoke of in the lease area that is going to be fenced off, this tower will be built for additional carriers. AT&T will be at the top, but if anyone else were to come along, such as Verizon or T-Mobile and wants to collocate on our tower, we have to let them on per your ordinance. Those separate equipment boxes are for them. AT&T will only need one space in the lease area. The rest are just showing future. This site is something that AT&T really needs. It is going to significantly improve AT&T’s coverage in the City of Haysville. We have a huge hole here that needs to be filled. This site will cover a five-mile radius, maybe a little further. It is designed to tie into some existing sites, so it will fill in a lot of holes that AT&T is experiencing right now in Haysville.

So we are asking for approval. I want to thank the City for working with us on this tower and for your time tonight, and I will stand for any questions.

AZIERE: Any questions for the applicant?

TRUBE: Are there any environmental concerns, wind speed concerns, anything at all?

KLOCKE: No. None at all. I want to address traffic. There is no traffic once these towers are built. From start to finish, it takes about six to eight weeks to construct. We do understand the sensitive nature that we are dealing with the police department and city hall. I am working with the Mayor for pre-construction meetings to have everything worked out before construction starts. We will not be in your way.

TRUBE: What kind of wind speed is it rated for?

KLOCKE: It is rated for 125-mile wind speed with a ½ inch radial ice.

AZIERE: Thank you. Now is the time for any members of the public to speak. Daniel, please state your name and address again for the record.

Daniel Sparacino, 1625 N Waterfront Parkway, Suite 300, Wichita, KS, 67206: My name is Daniel Sparacino. I am an attorney at Stinson LLP. One of our clients is SBA Communications Towers, which operates a 150-foot monopole tower about 955 feet east of here. I am speaking here today to extend an olive branch out to AT&T. We have had a very long business relationship with them with over 6,000 towers that they collocate on. Our tower is currently located in a light industrial zoning district, which seems a bit more appropriate for the placement of a tower rather than a light commercial district which has a maximum height for all structures of 45 feet. The existing tower that we have was built in 2008 by T-Mobile. It was later acquired by SBA, which we have maintained since 2012. Currently, T-Mobile and Verizon collocate on that tower. From 2014 to 2020, AT&T actually rented space on our tower at the same height they have marked off on the proposed site – 140 feet. For reasons unknown to us, they never installed their equipment. They never took steps to provide service from that tower. The tower is up to date, and we have the same space remaining open for them. I want to extend this olive branch out to them. We are open to negotiating that lease rather than going through the hurdles of building a new tower. In 2023, we signed a master lease agreement with AT&T. The framework for a deal was already in place. Moving to my last point, this is just an issue I noticed with some of their filings. Regarding a height variance, I didn't see any filings, which I could be wrong. I apologize if I am wasting your time bringing this point up, but the maximum height for light commercial is 45 feet. I didn't see any application for a variance, and based on Chapter 16A, Article 1004, I have a difficult time seeing how AT&T could possibly satisfy the requirements for a variance to get this to go through. With that, I will again extend that olive branch out, and stand here for questions.

AZIERE: So you would prefer they be on your equipment rather than their own?

SPARACINO: I am not saying to deny the tower based on any collocation. We have made several overtures to them and have not heard anything back. SBA asked me to come here and let them know we are still interested in working with them.

AZIERE: Any other questions for the public?

TRUBE: I have some questions for the applicant. I was wondering if you had any feedback on that, both on the variance requirement for over 45 feet and why AT&T wouldn't want to collocate on the existing tower.

KLOCKE: The collocation has been looked at multiple times. I don't know what is going on with the communication between AT&T and SBA. It is just my job to acquire a new site. There are some ground leasing issues there that I know were huge hurdles. I think that was part of what stopped us from

collocating. I was instructed to come find a new site. As far as the variance for height, if there is one that is needed, we will talk with Kailyn if that is something we are needing.

HOGAN: Appendix E, Section 505 for Wireless Communication Facilities. We have it in here that wireless facilities that do not comply with the districts maximum height restrictions can be allowed as a special use, which would be what this process is.

AZIERE: Thank you.

KLOCKE: Just to go on to the tower thing, there are a lot of times that the towers just do not line up. We could talk all day about tower companies that want everyone on their towers, sometimes it just doesn't work. We do a lot of business with SBA, sometimes it just doesn't line up for one reason or another. It is not intentional, trust me.

AZIERE: Any more questions for the applicant? Would you [Daniel] like to rebut?

SPARACINO: I did forget one point. I understand that the ground leasing was an issue earlier. However, SBA believes they have figured out a path forward to renegotiate that in a mutually beneficial way. Outside of that, I have no real rebuttal. I am just here to continue that business relationship. Thank you all for your time. I do appreciate it.

TRUBE: I wish we had more information on why they are not using the existing tower. I hate to see one go up if there is space on that one. I assume there is a good reason.

AZIERE: Either way, is it up to us to decide if it is from a business stand point and not in their interest to use the other pole? This is the avenue they have chosen. Whether we want a new pole or not is the question in front of us. The rest of it, I don't know, if it is really in our purview.

TRUBE: I don't see a compelling reason to not put it up.

Motion by Trube, second by Coleman.
To recommend approval of the conditional use.
Williams aye, Trube aye, Coleman aye, Rinke aye.
Azierie abstain.
Motion carried.

There was no old business.

There was no correspondence.

Under off-agenda.

HOGAN: The next meeting date is February 13th.

TRUBE: Right before Valentine's Day.

AZIERE: Are you going to bring me flowers?

TRUBE: Absolutely.

Motion by Coleman, second by Trube.
To adjourn tonight's meeting.
Williams aye, Trube aye, Coleman aye, Azierie aye, Rinke aye.
The meeting adjourned at 6:24 p.m.





Haysville Planning Commission Staff Report

AGENDA ITEM:

Case No. CON2025-001

Applicant/Owner: City of Haysville (Owner)
Twin Valley Communications (Applicant)

Location: BEG SE COR SE ¼ N 135 FT W 135 FT S 135 FT E TO BEG SEC 229-1W, more generally located at the northwest corner of 79th Street and West Street, Haysville, Sedgwick County, Kansas. Area of application is highlighted on the attached map.

Current Zoning: “SF” Single-Family Residential

Lot Size: 0.301 acres (parent parcel) / 36 square feet (lease area)

Proposed Use: Conditional Use Permit to build a new tower for a Wireless Communication Facility

Meeting Date: February 13, 2025

Presented By: Kailyn Hogan, Planning and Zoning Administrator

Public Hearing: Required to be held by the Planning Commission

ANTICIPATED MEETING SCHEDULE

<i>Body</i>	<i>Meeting Date</i>	<i>Action</i>
Planning Commission	02/13/2025	Hold required public hearing. Recommendation for approval, approval with modifications, or denial of the proposal. This recommendation is forwarded to the Haysville City Council.
City Council Meeting	03/10/2025	Adopt the recommendation of the Planning Commission as presented, override the recommendation, or return the recommendation to the Planning Commission.

BACKGROUND:

The applicant is requesting a Conditional Use to construct a new 85-foot-tall tower for a Wireless Communication Facility on a leased portion of the property generally located at the northwest corner of 79th street and West Street. The site is zoned “SF” Single-Family Residential and is used to house the City’s well field. The tower will be placed within a 6-foot by 6-foot (36 square feet) lease area.

Per the Code of the City of Haysville, Wireless Communication Facilities require Conditional Use approval in the “SF” Single-Family Residential zoning district. The applicant is also required to submit a Wireless Communication Facility application, which is subject to administrative approval.

A Wireless Communication Facility is defined in the City of Haysville’s Zoning Code as a Lot containing equipment at a fixed location that enables wireless communications between user equipment and a communications network, including, but not limited to: (A) a wireless support structure consisting of a freestanding support structure, such as a monopole, guyed, or self-supporting tower or alternative structure designed to support or capable of supporting wireless facilities; (B) a base station that supports or house an antenna, transceiver, coaxial cables, power cables or other associated equipment at a specific site that is authorized to communicate with mobile stations, generally consisting of radio transceivers, antennas, coaxial cables, power supplies and other associated electronics; (C) equipment associated with wireless services such as private, broadcast and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul; and/or (D) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies and comparable equipment, regardless of technological configuration.

The applicant indicates this will be a self-supporting tower. It will be placed on a 6-foot by 6-foot concrete slab. The applicant has plans to install a 6-foot-tall fence around the perimeter of the slab.

CASE HISTORY: The property on which the tower will be lease is unplatted. There are no known zoning cases associated with this site.

The lease agreement between Twin Valley and the City of Haysville for the 6-foot by 6-foot lease area was presented and approved by City Council on January 13, 2025.

ADJACENT ZONING AND LAND USE: According to Sedgwick County’s Zoning Map, the surrounding properties are zoned RR Rural Residential. The property directly to the east was developed in 1966, the property directly to the south was developed in 2014, and the property to the southeast was developed in 1950. The remaining properties are undeveloped and used for agricultural purposes.

NORTH:	Rural Residential	Undeveloped
SOUTH:	Rural Residential	Developed
WEST:	Rural Residential	Undeveloped
EAST:	Rural Residential	Developed

CONSIDERATIONS

The following criteria shall be evaluated as they relate to the specific case being considered, and such stipulation as deemed appropriate in relation to any request for a conditional use may be developed by the commission and incorporated into any recommendation in support of the requested conditional use.

1. Access and traffic load and/or flow.

- a. Access. Access to the facility will be off of W 79th Street. There is already a driveway in place. W 79th Street is a two-lane gravel road at the access point, but it becomes a two-lane paved road after the intersection with West Street. West Street is a two-lane gravel road.
- b. Traffic load. There is no anticipated increase in traffic load.
- c. Traffic flow. There is no anticipated impact on traffic flow.

2. Noise, light, and odor.

There is no anticipated increase in odor, dust, smoke, noise, vibration, or light from this facility.

Requirements per Appendix E. Site Development Regulations for Wireless Communication Facilities: *“Lighting. Except for lighting specifically required by the Federal Aviation Administration or other federal or state authority, wireless infrastructure must not be artificially illuminated and must not display strobe lights. (1) Security lighting around the base of a tower may be provided if the lighting is shielded so that no light is directed towards adjacent properties or rights-of-way, and the lighting avoids illuminating the tower. (2) When incorporated into the design of the wireless telecommunication facilities, streetlights, traffic signal, or light fixtures used to illuminate ball fields, parking lots, or similar areas may be attached to the wireless facility.”*

3. Screening and security fencing.

The applicant is required to install a security fence at least 6-feet in height. The applicant has plans to install a 6-foot fence around the leased area.

Requirements per Appendix E. Site Development Regulations for Wireless Communication Facilities: *“Screening. Ground mounted accessory buildings, structures and equipment, which are visible from public ways or any other nearby property, must be screened with a solid wall at least 6-feet in height.”*

Requirements per Appendix E. Site Development Regulations for Wireless Communication Facilities: *“Wireless infrastructure which is not located in the right-of-way, and which incorporates ground mounted equipment or accessory structures, must be surrounded by a security fence and screening at least 6-feet in height that prevents unauthorized access.”*

4. Parking.

No additional parking is needed for this facility.

5. Services.

- a. Water. Water service is not needed for this project. City water is available.
- b. Sanitary sewer. Sanitary sewer is not needed for this project. City sewer is not available.
- c. Electricity. Electricity will be provided by Evergy.
- d. Storm sewer/drainage. Storm water is not needed for this project.
- e. Natural gas. Natural gas is not needed for this project.
- f. Communications. Twin Valley will be providing fiber to the location.

6. Public health and safety.

It is anticipated the proposed land use, when built to the standards of the City's zoning ordinance, subdivision regulations, and building codes, would not be a health or safety issue to the residents or the community itself.

7. Adequacy of facility and lot size.

The size of the proposed facility appears to be adequate; a site plan shows the anticipated layout.

8. Signs.

The applicant is not requesting any signage at this time.

Requirements per Appendix E. Site Development Regulations for Wireless Communication Facilities: *"Signs. No signs may be applied on or attached to any part of a wireless facility, except for associated warning or emergency information signs."*

9. Review by fire marshal for designation.

Sedgwick County Fire District 1 has reviewed and approved the conditional use.

10. Other considerations as appropriate.

- a. Setbacks. The proposed location conforms to all required setbacks of the underlying zoning district, as shown on the site plan.

Requirements per Appendix E. Site Development Regulations for Wireless Communication Facilities: *"Setbacks. Wireless infrastructure must meet all setback requirements for the underlying zoning district."*

Requirements per Chapter 16A. Zoning Regulations for "SF" Single-Family Residential District: *"Front yard setback. 25 feet. Corner lots have one front yard setback and a minimum 15 feet setback on the side abutting a street. Rear/side yard accessory setback: 3 feet."*

- b. Easements. There are no existing easements on the parent parcel.

Requirements per Appendix E. Site Development Regulations for Wireless Communication Facilities: *“Easements. Wireless infrastructure must not unlawfully encroach on any easements.”*

- c. Equipment cabinets. The applicant is requesting only one equipment cabinet at this time. The cabinet’s location is designated on the site plan.

Requirements per Appendix E. Site Development Regulations for Wireless Communication Facilities. *“Equipment cabinets. No more than 4 equipment cabinets are permitted per wireless facility, unless otherwise approved by the Planning Commission.”*

- d. Location. The proposed tower will be located behind the city’s existing well house.

Requirements per Appendix E. Site Development Regulations for Wireless Communication Facilities: *“Wireless infrastructure must not be located between a principal structure and a public street.”*

RECOMMENDED ACTION

Based upon provided information planning staff recommends that the conditional use request be **APPROVED**, with the following conditions:

1. All requirements of Appendix E. Section 505 shall be met.
2. The tower shall be self-supporting structure that is colored and finished to be as unobtrusive as possible.
3. The site shall be developed in general conformance with the approved site plans. All improvements shall be completed before the facility becomes operational.
4. The applicant shall obtain FAA approval regarding “objects affecting navigable airspace” and “impacts to terminal instrument procedures” for the proposed wireless communication facility and shall comply with all conditions of FAA approval. The applicant shall submit a copy of FAA approval to the Public Works Department and Planning and Zoning Department prior to the issuance of a building permit.
5. The site shall be developed and operated in compliance with all federal, state, and local rules and regulations.
6. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Chapter 16A. Article 7 of the Code of the City of Haysville, may, with concurrence of the Deputy Administrator, declare that the Conditional Use is null and void.

CONFORMANCE TO PLANS/POLICIES: The combined conclusion for conformance to the Plans and Policies, is this request complies with the overall spirit and intent to accommodate both the expansion of wireless communication within the City, while honoring the introduction of this type of use at this location by requiring the Conditional Use approval process.

The requested Conditional Use is in conformance with the *City of Haysville's Comprehensive Plan*. The *City of Haysville's Comprehensive Plan* includes the 2023 Land Use Plan Map. The Map identifies the area in which the site is located to be appropriate for Public/Semi-Public uses. Public/Semi-Public uses include cell towers.

IMPACT OF THE PROPOSED DEVELOPMENT: Approving the conditional use is not expected to have a detrimental effect on the public health, safety, and welfare.

PUBLIC REVIEW

The public hearing was first published on the City's website on January 13, 2025. Any comments received are attached. Any comments received after the printing of this staff report will be presented at the meeting.

ATTACHMENTS

Aerial Map
Haysville Zoning Map
Sedgwick County Zoning Map
Land Use Map
Site Photos
Site Plan
Lease Agreement, approved by City Council
Conditional Use Application
Copy of the Public Hearing Notice

PUBLIC COMMENTS

On January 17, 2025 at 10:23 a.m., Virgil Hill called in regards to the proposed tower. He wanted to know the exact location of the site. Kailyn confirmed that the site is located at the northwest corner of 79th and West Street, at the same location as the Public Works well. Virgil also wanted to know if the tower will need to have a beacon light. Kailyn said that it was not indicated on the site plan, but the applicant would be required to comply with all Federal Aviation Administration standards when it comes to lighting. Virgil was also concerned about the location of the tower, specifically its proximity to power lines and the intersection. Because it is close to the intersection of 79th and West Street, it could be knocked down by a vehicle missing the turn or strong winds.

On January 21, 2025, Virgil Hill and Erin Fenster inquired with Public Works regarding this conditional use. The design plans and a photo of an existing antenna tower constructed by Twin Valley were printed for both property owners. Mr. Hill picked up the materials the same afternoon and planned to deliver a packet to Mr. Fenster. When on the phone, Mr. Fenster expressed concerns about the tower not having guide wires and the potential risk if it fell near the overhead electrical lines on the south side of 79th Street. Tony Martinez, Director of Public Works, explained the road right-of-way is 60 feet, the length of the City property is 135 feet, and the tower is 85 feet tall. Martinez also told them to reach out if they had any additional questions.

On January 21, 2025 at 9:46 a.m., Charlie Brown with PEC emailed the following comments:

- The legal description of his property is tied to the adjacent section lines, 135' x 125'. Normally at arterial section line roads, the future right-of-way will be 75' near the intersection (measured from each section line). This leaves only 60'x0' for use. Haysville's Water Well No. 6 occupies this site, and it appears that the well house is located within the 60'x60' useable space. Is there sufficient room in the 60'x60' space to add the cell tower and their equipment?
- Note that the County GIS maps incorrectly show this 135' x 135' parcel being measured from the existing 30' right-of-way lines and not the section lines.
- Any type of potential contamination from this cell tower equipment will be required to be 100' from the well.
- It should be noted that the landowner is the City of Haysville and the cell tower company would be leasing the land from the city.

All comments were forwarded to the applicant.

On February 3, 2025 at 3:27 p.m., Daniel Schrant with Sedgwick County Public Works left a voicemail asking about the location of the tower on the site. He was sent a site plan.

On February 4, 2025 at 9:50 a.m., Charlie Brown with PEC noted that the legal description of the property shows it is measured from the section lines, not the right-of-way line. The proposed communication tower is located in the existing street right-of-way. Comments were forwarded to the applicant.

















On February 5, 2025 at 8:54 a.m., Daniel Schrant with Sedgwick County Public Works submitted the following comments:

- The site location is northwest of the intersection of 39th Street West and 79th Street South; 39th Street is currently unpaved. Constructing the proposed tower near the current right-of-way line would likely require relocation in the future if a project were planned to improve the roads in the area. Sedgwick County recommends construction of the tower at appropriate offsets from the section line to avoid future relocation (50 to 75 feet).
- The tower must be constructed outside the clearzone of the adjacent roadways.
- Any construction within the road right-of-way will require a permit from Sedgwick County Public Works. Non-utility related items, such as fences or walls, will not be permitted within the right-of-way.

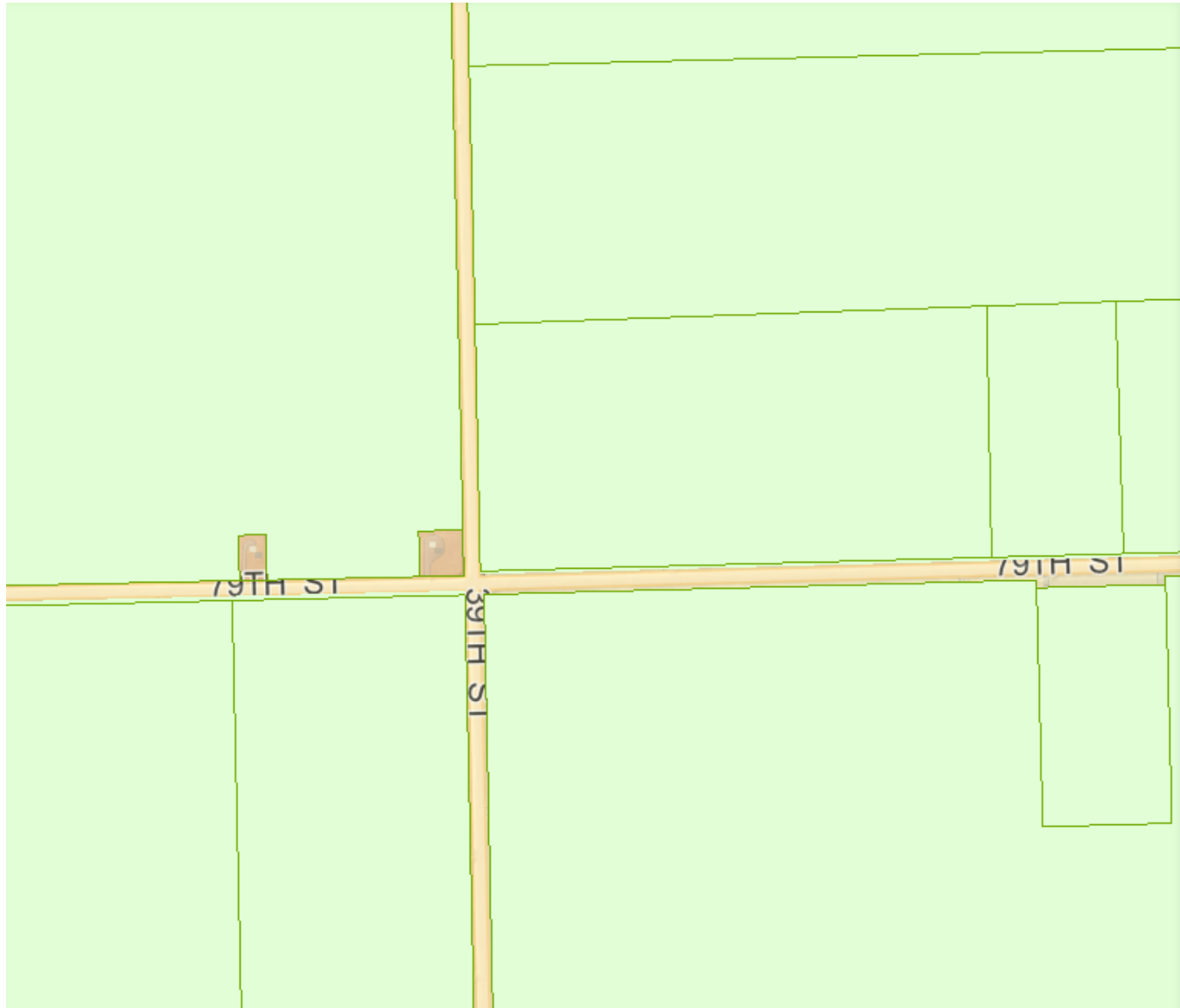




ZONING

-  Protective Overlay
-  Non-Conforming
-  Variances
-  Conditional Uses
-  Vacations
- Official Zoning
-  G: Green Space
-  HC: Heavy Commercial District
-  HMC: Hotel and Motel Commercial District
-  LC: Light Commercial District
-  LI: Light Industrial District
-  MF4: Multifamily Four Residential District
-  MFA: Mult-Family Apartment Residential District
-  MH: Manufactured Home Parks or Manufactured Home Subdivision
-  SF15: Single Family Suburban Residential District
-  SF: Single Family Residential District
-  TF: Two Family Residential District





Legend

Zoning

Zoning

- Rural Residential (RR)
- Single Family: 20,000 (SF-20)
- Single Family: 10,000 (SF-10)
- Single Family: 5,000 (SF-5)
- Two-Family (TF-3)
- Multi-Family: 18 d.u./ac (MF-18)
- Multi-Family: 29 d.u./ac (MF-29)
- Multi-Family: 75 d.u./ac (B)
- Manufactured Housing (MH)
- Neighborhood Office (NO)
- General Office (GO)
- Neighborhood Retail (NR)
- Limited Commercial (LC)
- General Commercial (GC)
- Central Business District (CBD)
- Office Warehouse (OW)
- Industrial Park (IP)
- Limited Industrial (LI)
- Industrial Park - Airport (IP-A)
- General Industrial (GI)
- Air Force Base (AFB)
- University (U)
- Planned Unit Development (PUD)



Looking west towards site.



Looking south away from site.

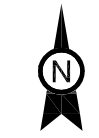
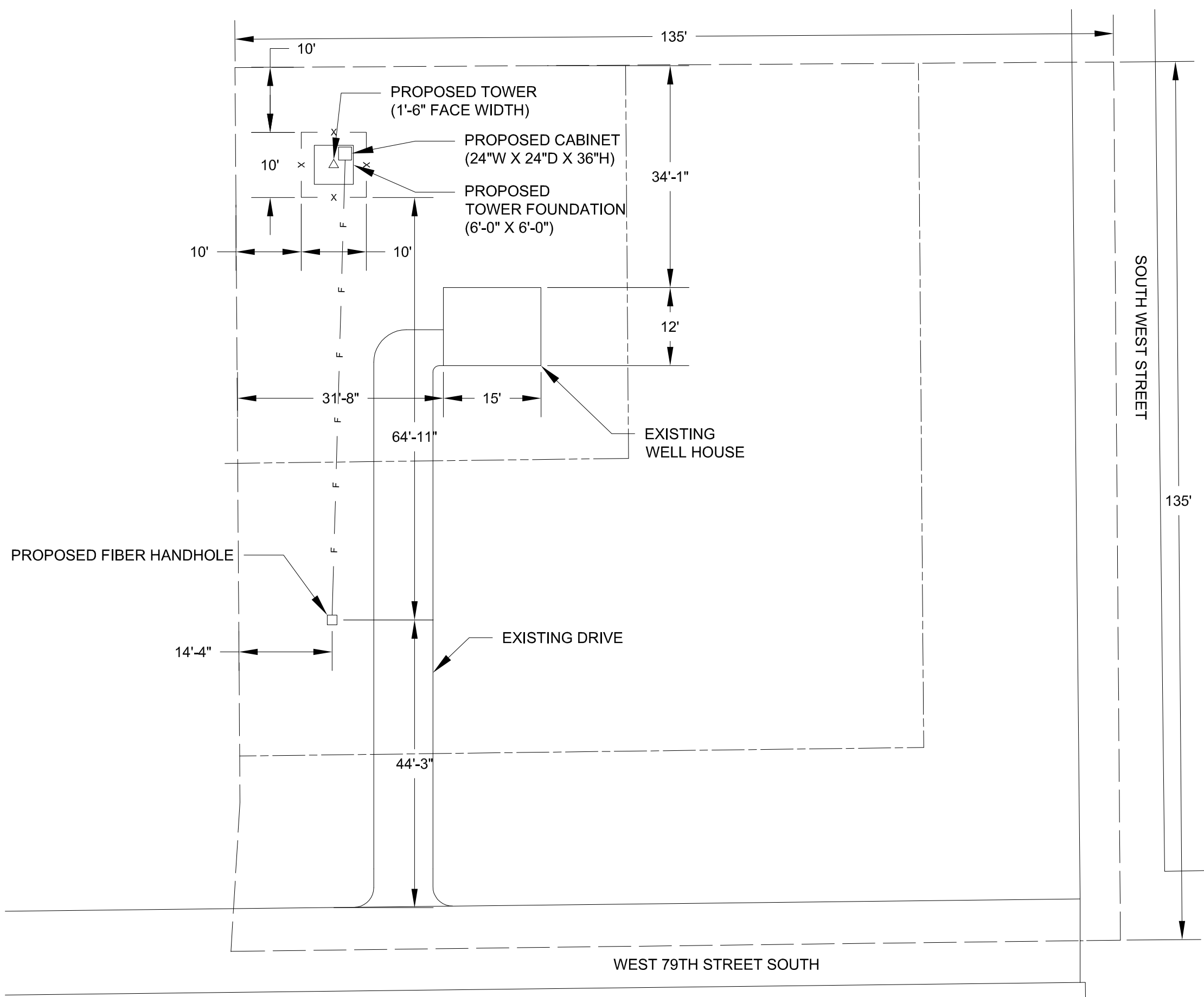


Looking east away from site.



Looking north towards site.





LEGEND

- PROPERTY
- 30' ROW
- FUTURE 75' ROW
- X - X - X - FENCE
- OHE - OVERHEAD ELECTRIC
- F - F - F - FIBER

General Notes

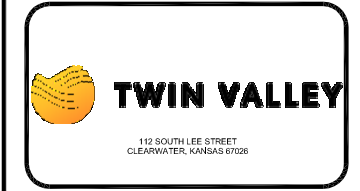
- 1) PROPERTY BOUNDARY DIMENSIONS ARE BASED ON LEGAL DESCRIPTION IN CONJUNCTION WITH PUBLICLY AVAILABLE GIS DATA FROM THE CITY OF HAYSVILLE.
- 2) DRIVE LOCATION AND GEOMETRY IS BASED ON PUBLICLY AVAILABLE GIS DATA FROM THE CITY OF HAYSVILLE.
- 3) WELL HOUSE DIMENSIONS WERE PROVIDED BY THE CITY OF HAYSVILLE.
- 4) FIBER HAND HOLE, FIBER CONDUIT, CABINET, TOWER, TOWER FOUNDATION, AND FENCE LOCATIONS ARE PRELIMINARY.
- 5) TOWER FOUNDATION SIZE IS PRELIMINARY.

PROPOSED TWIN VALLEY
TELEPHONE TOWER

SITE LAYOUT

4030 W. 79TH ST. S.
HAYSVILLE, KS 67060

No.	Revision/Issue	Date
D	REVISED TOWER FOUNDATION	2/6/25
C	REVISED LOCATION OF TOWER	2/4/25
B	REVISED TO INCLUDE DIMENSIONS	1/31/25
A	SKETCH	1/30/25



Project 25-0102	Sheet S1
Date 02/06/2025	
Scale 1/16" = 1'-0"	

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of January __, 2025 by and between **CITY OF HAYSVILLE**, 200 W Grand Ave, Haysville, KS 67060 hereinafter referred to as "Lessor", and **TWIN VALLEY COMMUNICATIONS INC.**, 22 W Spruce, Miltonvale, Kansas 67466, a Kansas Corporation, hereinafter referred to as "Lessee".

1. **Description of Property:** Lessor hereby grants and conveys permission to Lessee to construct, install, operate and maintain a communications pole of approximately 85 feet in height and necessary telecommunications equipment to support Lessee's telecommunications system on the following tract of land in Sedgwick, County, Kansas:

NW Corner of 79th and West Street at the City of Haysville well site more particularly described as: BEG SE COR SE1/4 N 135 FT W 135 FT S 135 FT E TO BEG SEC 2-29-1W

A 6' x 6' concrete pad supporting an 85' pole and locked cabinet will be constructed onsite. This will be used for telecommunications equipment in the cabinet and point to point broadband service on the tower. TwinValley Communications will install a 6' chain link fence around perimeter of concrete pad. Prior to installation the parties will agree upon the exact location of the 6' x 6' pad.

2. **Term:** The term of this Lease Agreement shall be for twenty (20) years, commencing on the date above written, with an option to renew for an additional ten (10) year term at the same terms as the original Lease Agreement. Upon the expiration of 20 years following the execution of the lease the parties will renegotiate the terms of a continued lease period. Should the Lessee elect to exercise the option to renew for an additional 10 year period it shall notify the Lessor at least 60 days prior to the expiration of the primary term, in writing, by certified mail addressed to the Lessor at 200 W Grand Ave, Haysville, KS 67060.
3. **Lease Payments:** In lieu of a lease payment, Twin Valley Communications will serve the Lessor's Public Works Office (401 S. Jane) using best efforts with max attainable speeds of up to 1Gbps/600Mbps using 6Ghz wireless internet and 200 W. Grand Ave. with 2Gbps/2Gbps fiber internet. Twin Valley Communications, Inc. will be responsible for any associated taxes and fees for such service. There shall be no data cap applied to the access granted to the Lessor. Should the internet speeds stated herein become insufficient for needs of the lessor the lessor will notify the lessee of the insufficiency and lessee will make reasonable efforts to provide upgraded service speeds to the lessor, provided, however, if the lessee determines, in its sole discretion, that such upgrades are not economically feasible, the lessee may elect to terminate all or part of the service and as compensation for the lease receive the sum of \$3,600 per year.
4. **Installation and Maintenance of Lessee's Building, Structures and Equipment:** Lessor agrees and hereby grants Lessee free access to the described land for the purpose of constructing, inspecting, and maintaining the facilities as set forth in Article 1. It is agreed that only employees, engineers and contractors of Lessee, including their subcontractors, or persons under their direct supervision, will be permitted to enter the

property. It is further agreed that Lessee's construction and installation will comply with all applicable rules and regulations of the Federal Communications Commission, State Corporation Commission of the State of Kansas, and all applicable Electrical Codes.

5. **Road and Utility Easement:** If the construction site is not immediately accessible to a public road, Lessor agrees to allow access as necessary to the Lessee, from the nearest accessible point to the site for the purpose of constructing and maintaining required public utility facilities, including electrical and telephone equipment.
6. **Lessee's Equipment:** Lessor acknowledges and agrees that all personal property, equipment, apparatus, fittings, fixtures and trade fixtures installed or stored on Lessee's premises constitute personal and exclusive property of Lessee or one of Lessee's affiliates, including without limitation, all telecommunications equipment, towers, switches, cables, wiring and associated equipment or personal property (collectively, the "Equipment"). The equipment shall remain at all times the personal property of the Lessee or one of Lessee's affiliates, and neither the Lessor nor any person claiming by, through or under Lessor shall have any right title or interest (including without limitation a security interest) in the equipment. Lessee, and Lessee's successors in interest, shall have the right to remove the equipment at any time during the term of this Lease, including without limitation upon the expiration of the term of this Lease or its earlier termination. With respect to the holder of any mortgages, deed of trust or other lien affecting lessor's interest in the premises, whether existing as of the date hereof or arising hereafter, Lessor and Lessee hereby agree, acknowledge and declare that the equipment is now and shall at all times hereafter remain the personal and exclusive property of lessee or one of lessee's affiliates. The parties further acknowledge and agree that Lessor shall have no right or authority to grant a lien or security interest in or to any of the equipment.
7. **Leasehold Mortgages and Security Agreements:**
 - (a) Lessor hereby agrees that Lessee may execute and deliver to one or more of Lessee's Lenders ("Lender"), and perfect one or more leasehold mortgages and security agreements ("Mortgage") creating a lien on the leasehold estate created by this Lease and on any and all property now or hereafter in or on such leasehold estate. The Mortgage on such leasehold estate and property shall be senior to any lien of Lessor thereon.
 - (b) Lessor further agrees
 - (i) that if an address of Lender is provided to Lessor, lessor shall provide to Lender written notice of any default in payment of lease payments required to be made by Lessee under this lease,
 - (ii) that Lender shall have the right, but not the obligation, to cure any such default at any time within sixty days after Lender's receipt of such notice, and
 - (iii) that Lessor shall not seek to cancel this Lease if such default is so cured.
 - (c) Lessor further agrees that if Lender shall foreclose or otherwise realize upon any Mortgage, Lender may elect in writing to succeed to, and to have all of the benefits of, all of Lessee's right, title and interest in and to said leasehold estate, but Lender shall

not be responsible for lease payment or indemnity obligations of Lessee prior to lender's written election, provided, however, that there shall be no monthly proration of yearly lease payments. If Lender assigns and transfers such leasehold estate, notwithstanding other provisions, Lender shall have no obligation under this lease arising, accruing, or attributable to the period subsequent to such assignment and transfer by Lender, and Lessor shall not require otherwise for any consent to such an assignment or transfer.

(d) Lessor agrees to execute and deliver to lender from time to time, as requested, Lessor's written consent regarding the foregoing.

8. **Sublease:** Lessee shall not assign this Lease or sublet the premises or any part thereof, except to an affiliate of Lessee, without first obtaining the written consent of the Lessor. Notwithstanding the above prohibition or limitation of Lessee's right to sublease or assign its interest under this Lease, Lessor acknowledges and agrees that Lessee shall have the right to grant a security interest in its right and interest under this lease. Lessor further agrees that any person foreclosing or otherwise realizing upon such a security interest granted by Lessee shall succeed to, and shall have the benefits of, all Lessee's rights, title and interest under this Lease.
9. **Lessee's Right to Lease:** Notwithstanding Lessee shall have the right to lease use of or space on its facilities to other entities in a manner consistent with other provisions of this lease.
10. **Taxes and Insurance:** Lessee shall be responsible for and shall pay all personal property taxes on the leased premises which are attributable to its use or facilities. Lessee shall at all times during the term of this Lease maintain at its own expense worker's compensation and employers' liability insurance in accordance with appropriate laws on all employees used in the performance of this lease, and shall maintain comprehensive general public liability and property damage insurance covering operations, products, completed operation, contractual and independent contractors' liability in minimum bodily injury amounts of \$2,000,000 per occurrence and aggregate
11. **Lessor's indemnity:** Lessor hereby agrees to indemnify and hold Lessee harmless from any damages, claims or causes of action which may arise during the term of this Lease as a result of any action or negligence by the lessor, their agents, servants or employees, and to pay all reasonable costs and expenses, including, but not limited to, attorney's fees and court costs.
12. **Lessee's Indemnity:** Lessee hereby agrees to indemnify and hold Lessor harmless from any damages, claims or causes of action which may arise during the term of this lease as a result of any action or negligence by the lessee, their agents, servants or employees, and to pay all reasonable costs and expenses, including, but not limited to, attorney's fees and court costs.
13. **Contingency:** This Lease Agreement is contingent upon Lessee receiving all necessary permits and licenses, including, but not limited to, FAA, FCC and any zoning requirements. Any other provision herein contained notwithstanding; no lease payment

shall be due until receipt by lessee of final approval. The date of receipt of such final approval shall be the anniversary date of this Agreement and the date payment is due pursuant to Article 3.

14. **Governing Law:** Any claim arising out of this Agreement shall be governed by the laws of the State of Kansas.
15. **Binding Effect:** This Agreement is binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.
16. **Warranties of Title and Quiet Possession:** Lessor covenants that lessor is seized of the demised premises in fee simple and has full right to make and enter into this lease and that lessee shall have quiet and peaceable possession of the demised premises during the term of this lease agreement.
17. **Default:** In the event of a material and substantial default in the performance of any of the obligations and duties imposed upon either party herein, the non-defaulting party shall provide written notice to the other of the default. If the defaulting party fails within sixty (60) days of receipt of such notice to remedy the default, or submit reasonable justification therefore, the non-defaulting party shall have the right to declare this agreement terminated and may at its option pursue such remedies as may be available to it under the laws of the State of Kansas.
18. **Filing of Memorandum of Lease:** The parties agree to execute a short form memorandum of lease agreement for filing with the Register of Deeds of Sedgwick County, Kansas by the Lessee.

IN WITNESS WHEREOF, each party has executed this Agreement on the date set forth below.

LESSOR

Signature: _____

Date: _____

LESSEE

Twin Valley Communications, Inc.
22 W. Spruce St.
Miltonvale, KS 67466

Signature: 

Date: 11/7/2025



CITY OF HAYSVILLE

PO Box 404
200 W. Grand
Haysville, KS 67060
Phone: 316/529-5900 | Fax: 316/529-5925
www.haysville-ks.com

**Conditional Use
Application**

THE RECEIPT OF MONIES DOES NOT CONSTITUTE APPROVAL OF THE APPLICATION

APPLICANT INFORMATION

Name of Applicant:	Phone:
Mailing Address:	Email:
City, State, ZIP	
Name of Authorized Agent or Additional Applicant:	Phone:
Mailing Address:	Email:
City, State, ZIP	
Relationship of applicant to property is that of: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Lessee <input type="checkbox"/> Other	

CONDITIONAL USE INFORMATION

The applicant(s) propose to establish a:
For property located at:
Presently zoned as:
And legally described as: <i>(If appropriate, metes and bounds descriptions may be provided in the space below or on an attached sheet.)</i>
The conditional use described above is requested for the following reasons:

The Haysville Planning Commission may, in certain instances, recommend a conditional use permit of property located within the city limits. The following items should accompany all requests:

1. Legal description
2. Proof of ownership
3. Sketch of property

4. Certified (prepared by an abstract company) ownership list for all properties within 200 feet of subject property if all property is within the city limits or 1000 feet of subject property if all property is outside the city limits or a combination
5. Copy of restrictive covenants (if any)
6. fee: The application must be accompanied by a filing fee of \$375.00.

I (we), the applicant(s), acknowledge receipt of the instruction sheet explaining the method of submitting this application. I (we) realize filled in; is accompanied by a current abstractor's certificated list as required in the instruction sheet; and is accompanied by the appropriate fee. I (we) further certify that the above and foregoing information is true and correct to the best of my (our) knowledge. I (we) acknowledge that the governing body shall have authority to impose such conditions as it deems necessary in order to serve the public interest and welfare.

Note: at least one owner must sign this application. Other owners may be represented by an agent or agents.

SIGNATURE

Applicant:	Date:
Agent or Additional Applicant:	Date:
Agent or Additional Applicant:	Date:

OFFICE USE ONLY

This application was received at the office of the Planning Commission at _____ (am/pm) on _____, 20_____. It has been checked and found to be correct and accompanied by required documents and the appropriate fee of \$375.00.

Authorized Signature: _____ Title: _____

Conditional Use Permit Instruction Sheet

The Governing Body may from time to time on its own motion or on petition, after public notice and hearing as provided herein, authorize in specific cases such conditional uses as is expressly allowed in the various districts. Before granting any conditional use, the same shall be referred by the governing body to the commission for public hearing and recommendation.

Application

An application in writing for such conditional use shall be filed with the commission, accompanied by such data and information as may be prescribed by the commission so as to assure the fullest possible presentation of facts for the permanent record.

- (1) On the application, the property for which the conditional use is sought shall be designated by legal description and general street location.
- (2) Accompanying the application, a certified list (from an abstract company) of the names and addresses of all property owners within 200 feet of the designated property (excepting public streets and ways) shall be provided by the petitioner. If the proposed designated property is located adjacent to the city's limits, the area of notification of the action shall be extended to at least 1,000 feet in the unincorporated area.
- (3) A filing fee of \$375 shall be paid to the city clerk upon the filing of each application for each lot, tract, or parcel included in the application for the purpose of defraying the costs of the proceedings prescribed herein. A written receipt shall be issued to the person making such payment and the records thereof shall be kept in such a manner prescribed by law.

Hearing

The commission shall establish the time and place of the public hearing.

- (1) Giving at least 20 days notice of the time and place of the public hearing.
- (2) In addition to such public notice, written notice of such conditional use shall be mailed to all property owners and applicable addresses within 200 feet of the property (excepting public streets and ways) and an opportunity granted to interested parties to be heard at the public hearing. If the proposed designated property is located adjacent to the city's limits, the area of notification of the action shall be extended to at least 1,000 feet in the unincorporated area.

Consideration

The objective of permitting specific conditional uses within a district is to provide adequate consideration of the conditions in terms of this article to assure:

- (1) That proposed uses will not be contrary to the public interest.
- (2) That the spirit of the article is observed.
- (3) That public safety and welfare is secured.
- (4) That substantially equal treatment under the law is preserved.

Criteria

The following criteria shall be evaluated in terms of this objective as they relate to the specific case being considered and such stipulation as deemed appropriate by the commission shall be defined.

- (1) Access and traffic load and/or flow.
- (2) Noise, light and odor.
- (3) Screening.
- (4) Parking, refer to parking section.
- (5) Services (public utilities).
- (6) Public health and safety.
- (7) Adequacy of facility and lot size.
- (8) Signs.
- (9) Review by fire marshal for designation.
- (10) Other considerations as appropriate.

Action

Following the conclusion of the public hearing, the commission shall have 60 days in which to make recommendation to the governing body who shall have 30 days in which to take action. The recommendation from the commission shall define those conditions to be met in allowing the conditional use, or deny the application – stating the reason for such denial.

Protest

Regardless of whether the commission recommends approval or denial of a conditional use, if a protest against such conditional use be filed in the office of the city clerk within 14 days after the date of the conclusion of the public hearing pursuant to such publication notice, the protest has been duly signed and acknowledged by the owners of 20% or more of the total notification area, such conditional use shall not be permitted except by at least three-quarters vote of all the members of the council.

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN: At 6 p.m., Thursday, February 13, 2025, in the Council Chambers at City Hall, 200 W Grand, Haysville, Kansas, the Haysville Planning Commission will hold a public hearing to consider a request for a conditional use permit to build a new wireless communication facility tower on the property generally located in the **northwest corner of 79th Street and West Street**, legally described as **BEG SE COR SE ¼ N 135 FT W 135 FT S 135 FT E TO BEG SEC 2-29-1W.**

Comments, both written and oral, will be heard by the Planning Commission at the time of the hearing. Comments can be submitted to: City of Haysville, Attn: Planning Department, 200 W Grand Ave, P.O. Box 404, Haysville, Kansas 67060 or by email to khogan@haysville-ks.com. Written comments will be accepted up to 4 p.m. on the day of the meeting.

For additional information call 529-5900 or visit the City's website at www.haysville-ks.com.

(to be published January 13, 2025)





Legal Notices

On September 11, 2023, the Haysville Governing Body adopted Charter Ordinance No. 29 exempting the City from the provisions of K.S.A. 12-1651 and providing substitute provisions which relate to the official naming of an official newspaper. On December 11, 2023, the Governing Body adopted Resolution No. 23-13 officially designating the City website (www.haysville-ks.com) as the official City newspaper for legal notices that do not require publication in a newspaper of general circulation. All notices meeting this definition will be published on this page.



Posting Date	Type of Posting	Description
2025		
01/09/2025	Other	Violation - Nuisance Automobile - 8-401a - 242 S. Wayne Avenue
01/13/2025	Public Hearing	Public Hearing for request for a conditional use permit to build a new wireless communication facility tower

Type	Definition
Ordinance	Comprise the body of local Haysville law which governs the management of local affairs, the conduct of persons, the use of property, and other matters on which the City of Haysville government exercises its power. General ordinances remain in effect until repealed by another ordinance.
Resolution	Less formal than ordinances. Generally used when (1) required by State statute, (2) when the formality or permanency of an ordinance is not required, (3) when a separately written record is advisable, or (4) when there is doubt that a simple motion of the Governing Body, recorded in the Governing Body minutes, is not sufficient.
Public Hearing	A formal public hearing held in order to receive testimony from all interested parties - including the general public - on a proposed issue or action.
Other Legal Notices	Financial reports, specific meeting agendas, and any other item that does not fit within the previous three categories but still requires publication.

