



# Memo

**To:** City Commission  
**From:** Collin Bielser, Deputy City Manager  
**Date:** June 2, 2025  
**Re:** June 5, 2025, Work Session

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Please find the attached agenda and supporting documentation for the June 5, 2025, Work Session.

## Item 2 – 2026 Budget Presentations – Outside Agencies

Outside agencies will present their budget requests to the City Commission. It is the City Commission's tradition to not make decisions regarding funding amounts at this work session. The City Commission will be asked to specifically weigh in on outside agency funding allocations during the 2026 Budget process.

## Item 3 – Fireworks Poll Update

Public Relations Manager, James Bell, will share the results and provide a summary to the Commission of the recently closed community poll that was implemented to gather community feedback about firework usage within city limits.

## Item 4 – Police Department Guaranteed Maximum Price and Design-Build Agreement for Phase 2 Services

Please refer to the attached memorandum from Deputy City Manager, Collin Bielser, concerning the proposed Guaranteed Maximum Price (GMP) for the renovation of the existing Astra Bank building, located at 1100 Fort Street, into the City's new Police Station and Municipal Courtroom. PWC has presented a GMP of \$5,991,250. This proposal is in line with the City's budget for the project. Construction is expected to start as soon as the building is vacated with a substantial completion date of September 30, 2026. The Commission will be asked to accept the GMP and authorize the City Manager to enter into an Agreement with PWC, Inc. to perform Phase 2 Design-Build services.

## Item 5 – Property/Liability Coverage Renewal – 2025/2026

Please refer to the attached memorandum from Kim Rupp, Director of Finance, regarding the 2025-2026 property/liability renewal. While the renewal is a significant increase, the City's

broker concluded that the City's current insurance provider, MPR, offered the lowest cost option for the City's package. Nonetheless, it is staff's intention to actively pursue the remarketing process for the renewal in 2026/2027.

**Item 6 – Cemetery Ordinance Revisions**

Attached is a memorandum from Director of Parks, Jeff Boyle, regarding proposed fee and language revisions to the City's Cemetery Ordinances. Following a review of cemetery fees from other communities, it was determined that the City of Hays fees are well below average. The City has not implemented fee increases for the two City-owned cemeteries in over 20 years. Additionally, staff is recommending minor changes to the Ordinance to clarify certain provisions and bring the Ordinance more in line with modern times.

**Item 7 – Welcome Center Sign – Award of Bid**

Please refer to the attached memorandum from Director of Convention and Visitors Bureau, Melissa Dixon, regarding the award of bid to replace the LED video board and update static panels on the Welcome Center marquee sign. This was a budgeted project for 2025 and the low bid from Commercial Sign of Hays is within budget.



## CITY COMMISSION WORK SESSION

City Hall, 1507 Main Street, Hays, KS

Thursday, June 5, 2025 – 4:00 P.M.

## AGENDA

### 1. **May 15, 2025 Work Session Notes (PAGE 1)**

Department Head Responsible: Kim Rupp, Director of Finance

### 2. **2026 Budget Presentations – Outside Agencies (PAGE 9)**

- **Grow Hays** (Doug Williams, Grow Hays Executive Director)
- **Fort Hays State University** (Dr. Joey Linn, FHSU Vice President for Student Affairs / Dr. Dennis King, FHSU Assistant VP for Student Affairs/Enrollment Mgmt.)
- **The Bricks** (Andrew Taylor, The Bricks President / Bryan VonFeldt, The Bricks Treasurer)
- **CARE Council** (Brett Gerber, CARE Council Chair / Erica Berges, United Way Executive Director)

### 3. **Fireworks Poll Update**

Staff Member Responsible: James Bell, Public Relations Manager

### 4. **Police Department Guaranteed Maximum Price and Design-Build Agreement for Phase 2 Services (PAGE 89)**

Staff Members Responsible: Collin Bielser, Deputy City Manager  
Don Scheibler, Chief of Police

### 5. **Property/Liability Coverage Renewal – 2025/2026 (PAGE 111)**

Department Head Responsible: Kim Rupp, Director of Finance

### 6. **Cemetery Ordinance Revisions (PAGE 117)**

Department Head Responsible: Jeff Boyle, Director of Parks

### 7. **Welcome Center Sign – Award of Bid (PAGE 135)**

Department Head Responsible: Melissa Dixon, CVB Director

### 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 15, 2025 – 4:00 p.m.

Present: Sandy Jacobs, Mason Ruder, Alaina Cunningham, Reese Barrick, Shaun Musil, Toby Dougherty, Collin Bielser, and Melvin Sauer Jr.

**May 1, 2025 Work Session Notes**

There were no corrections or additions to the minutes of the work session held on May 1, 2025; the minutes stand approved as presented.

**Discussion of Allowing Chickens in City Limits**

Collin Bielser, Deputy City Manager, stated that 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 investigate the issue and provide a list of proposals to allow the practice.

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

- o It was proposed at public comment that no more than five 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

- o 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

o 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 recommends 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

o 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

o 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

- o 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

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

Discussion was held about pros and cons of having chickens. Commissioners agreed to give three more weeks to hear from residents. They recommended James Bell, Public Relations Manager, create an online poll to allow all residents to give their opinions, that way the Commissioners would be able to hear from all residents and not just the people they know.

Aaron Dreher, resident of Hays, spoke how he is against having chickens in backyards due to the smell and people not properly taking care of them. He says he sees nothing positive about this.

Glen Cox, resident of Hays, stated that he is in favor of the proposal. He did his own research and was surprised to see how many communities allow chickens. He believes there are a lot of benefits.

At the June 5, 2025 Commission meeting, a draft Ordinance as well as the results of the poll will be presented to the Commission.

### **Runway 4-22 Reconstruction – Award of Bid**

Jamie Salter, Airport Director, stated that 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.

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.

At the May 22, 2025 Commission meeting, Commissioners will be asked to 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.

### **Runway 4-22 Reconstruction – Construction Engineering Services**

Jamie Salter, Airport Director, stated that 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 oversight 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.

At the May 22, 2025 Commission meeting, Commissioners will be asked to 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.

**Covenant Estates 1<sup>st</sup> Addition – Rezoning Request from Agriculture District (A-L) to Residential General District (R-G)**

Jesse Rohr, Director of Public Works, stated that 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 1<sup>st</sup> 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.

At the May 22, 2025 Commission meeting, Commissioners will be asked to adopt an Ordinance approving the rezoning request (A-L) Agriculture District to (R-G) Residential General District for Covenant Estates 1<sup>st</sup> Addition, as legally described within the adopting ordinance.

**Covenant Estates 1<sup>st</sup> Addition – Final Plat**

Jesse Rohr, Director of Public Works, stated that an application has been submitted for the Final Plat of the Covenant Estates 1<sup>st</sup> Addition. The property is owned by Covenant Land & Developing, Inc.

The proposed Final Plat of Phase 1 includes three 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 41<sup>st</sup> Street to Columbine utilizing the stormwater 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.

At the May 22, 2025 Commission meeting, Commissioners will be asked to approve a Resolution accepting the Covenant Estates 1<sup>st</sup> Addition Final Plat as submitted.

### **Covenant Estates 1<sup>st</sup> Addition – Annexation**

Jesse Rohr, Director of Public Works, stated that 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 1<sup>st</sup> 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. Staff recommends annexing this property due to it being contiguous to the City limits and the availability of City services.

At the May 22, 2025 Commission meeting, Commissioners will be asked to approve an Ordinance annexing the property for Covenant Estates 1<sup>st</sup> Addition, as legally described within the adopting ordinance.

### **Other Items for Discussion**

Commissioner Jacobs brought up that it is time for a joint meeting with Russell, Kansas. Toby Dougherty, City Manager, will talk with the City Manager in Russell, and they will come up with potential dates for when the meeting will take place. Russell will be hosting the meeting this time.

Commissioners congratulated all graduates this weekend from Fort Hays State University, Hays High School, and Thomas More Prep-Marian.

The work session was adjourned at 5:04 p.m.

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

Jami Breit –City Clerk



# CITY OF HAYS

## 2026 BUDGET - OUTSIDE AGENCY REQUESTS

### Social Services Distribution History

<u>Agency/Program</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026 Request</u>	<u>2025-2026 Difference</u>
Local Agency Funding	\$ 168,000	\$ 170,000	\$ 170,000	\$ 180,000	\$ 180,000	\$ -
Total	<u>\$ 168,000</u>	<u>\$ 170,000</u>	<u>\$ 170,000</u>	<u>\$ 180,000</u>	<u>\$ 180,000</u>	<u>\$ -</u>

### Economic Development Distribution History

<u>Agency/Program</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026 Request</u>	<u>2025-2026 Difference</u>
Fort Hays State University Scholarship Program	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ -
Grow Hays	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ -
Hays Area Chamber of Commerce	\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$ -
Rural Opportunity Zone Program	\$ -	\$ -	\$ 15,000	\$ 15,000	\$ 15,000	\$ -
Total	<u>\$ 280,000</u>	<u>\$ 325,000</u>	<u>\$ 295,000</u>	<u>\$ 295,000</u>	<u>\$ 295,000</u>	<u>\$ -</u>

### Quality of Life Distribution History

<u>Agency/Program</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026 Request</u>	<u>2025-2026 Difference</u>
Ellis County Historical Society	\$ 3,000	\$ 21,116	\$ 21,116	\$ 21,116	\$ 42,272	\$ 21,156
Hays Arts Council	\$ 15,000	\$ 15,000	\$ 16,500	\$ 16,500	\$ 16,500	\$ -
Wild West Festival	\$ 9,500	\$ 9,500	\$ 12,000	\$ 12,000	\$ 12,000	\$ -
Downtown Hays Development Corporation (DHDC)	\$ 54,000	\$ 60,000	\$ 54,000	\$ 54,000	\$ 54,000	\$ -
Total	<u>\$ 81,500</u>	<u>\$ 105,616</u>	<u>\$ 103,616</u>	<u>\$ 103,616</u>	<u>\$ 124,772</u>	<u>\$ 21,156</u>

**TOTAL OUTSIDE AGENCIES**      \$ 529,500    \$ 600,616    \$ 568,616    \$ 578,616    \$ 599,772    \$ 21,156

**NOTE:** A budget request was submitted (\$60,000) for Alcohol Tax funds, but this request is not part of the Social Services, Economic Development or Quality of Life budgets.





219 W 10th Street  
Hays, KS 67601  
785-628-3102

[www.growhays.com](http://www.growhays.com)

May 5, 2025

To: Hays City Commissioners

Fr: Doug Williams, Executive Director

Re: 2026 Funding Request

Commissioners,

Enclosed you will find the following documents:

- Completed City of Hays Budget Request form for 2026
- Grow Hays Annual Report
- Grow Hays 2025 & 2026 Operating Budget

For 2026 we are requesting a funding contribution of \$180,000. This is the same amount as we received in 2025. I believe you will find in the pages of our Annual Report as well as from our frequent interactions that the contribution made to Grow Hays has proven to be a good investment for the Citizens of Hays.

We greatly value the relationship we have with the City of Hays Staff and all commissioners. I have quoted Helen Keller many times but her words seem very appropriate in describing our relationship. "Alone we can do so little, Together we can do so much". Together we really have done much! Thank you for your past support and we appreciate your consideration for this level of support in 2026.

Sincerely,

Doug Williams  
Executive Director

**City of Hays  
Outside Agency  
2026 Budget Request Form**

**Date of Request:** May 5, 2025

**Name of Organization Requesting Funding:** Grow Hays, Inc.

**Amount of Request:** \$180,000.00

**Brief Description of Request for Funding:** As the organization tasked with

**List outcomes for requested City funds:**

As the economic development organization for Ellis County, Grow Hays ensures that our community continues to grow and prosper. We ensure that this will happen through our projects and activities related to our mission of Business Creation, Business Retainment and Expansion, and Business Recruitment. This cannot happen without Grow Hays receiving sufficient funding to sustain operations.

**Has your organization received funding from the City of Hays before?** Yes

**If you answered “Yes”, please offer details of past funding by year including verification that the funds issued were used for the purpose intended:**

Grow Hays (formerly the Ellis County Coalition for Economic Development) has received funding from the City of Hays for decades. All funds have been used to further economic development in the City of Hays and the community at large.

**Will this funding request assist in offsetting municipal services? If so, how?**

Yes. Economic Development is an essential component of any progressive, prosperous community. If economic development activities were not performed by Grow Hays, it would fall upon the City of Hays to perform this task internally.

**Number of Hays citizens directly and indirectly affected with requested City funds:**

Grow Hays impacts virtually every citizen in our community through the creation of jobs and the expansion of our tax base.

**What actions will be taken if your funding request is denied or reduced this year and next?**

Our operations and projects would have to be curtailed. Staff reductions would be necessary, and our impactfulness would be significantly reduced.

**Contact Information (Who do we call if we have questions about this application?):**

Doug Williams, Executive Director - 785-623-1100 - doug@growthays.com

**Who will be presenting your request at the City Commission Work Session on June 5, 2025?\_** Doug Williams, Executive Director

Grow Hays Operating Budget						
	5/5/25					
	2021	2022	2023	2024	2025	2026
<b>Revenue</b>						
Public Support	\$128,500	\$332,000	\$366,000	\$356,000	\$358,000	\$358,000
Private Investments	\$97,500	\$125,000	\$125,000	\$155,000	\$175,000	\$175,000
Loan Servicing Fees	\$6,135	\$7,000	\$7,000	\$10,000	\$0	\$14,400
Housing Admin Fees	\$779	\$2,500	\$2,500	\$5,000	\$2,500	\$5,000
Interest Income				\$50,000	\$50,000	\$50,000
Grant Administration				\$107,000	\$251,224	\$50,000
Other Income	\$37,500	\$5,000	\$5,000	\$5,000		
BriefSpace	\$36,317	\$36,000	\$36,000	\$60,000		
<b>Total Revenue</b>	<b>\$306,731</b>	<b>\$507,500</b>	<b>\$541,500</b>	<b>\$748,000</b>	<b>\$836,724</b>	<b>\$652,400</b>
<b>Expenditures</b>						
Personnel Costs	\$188,721	\$345,775	\$373,585	\$439,000	\$475,660	\$499,443
Professional Fees	\$11,765	\$10,000	\$10,000	\$25,000	\$28,000	\$29,400
Occupancy						\$0
Rent	\$0	\$0	\$24,000	\$24,000	\$24,000	\$20,400
Insurance	\$4,500	\$4,750	\$5,000	\$13,600	\$1,500	\$1,575
Property Taxes	\$6,838	\$7,000	\$8,000	\$12,000	\$0	\$0
Utilities	\$4,500	\$8,000	\$9,600	\$10,600	\$0	\$0
Cleaning	\$5,000	\$5,200	\$5,500	\$6,000	\$0	\$0
Maintenance	\$3,307	\$2,500	\$2,500	\$8,000	\$0	\$0
Advertising		\$300	\$300	\$0	\$0	\$0
Bank Service Charges			\$700	\$350	\$287	\$302
Dues & Subscriptions	\$7,816	\$5,000	\$5,000	\$6,000	\$2,500	\$2,625
Donations				\$500	\$0	\$0
Employee Training					\$30,000	\$31,500
Equipment Purchases	\$918	\$3,000	\$3,000	\$3,000	\$1,500	\$1,575
Events		\$5,000	\$5,000	\$9,800	\$3,500	\$3,675
Postage & Delivery	\$58	\$1,000	\$1,000	\$300	\$250	\$263
Cell Phone Reimbursements	\$408	\$2,400	\$2,400	\$2,500	\$2,500	\$2,625
Telephone	\$820	\$1,000	\$1,000	\$1,200	\$1,200	\$1,260
Office Supplies	\$3,726	\$4,500	\$4,750	\$4,800	\$2,000	\$2,100
Supplies				\$3,000		\$0
Travel & Entertainment	\$3,287	\$5,000	\$5,000	\$15,750	\$16,400	\$17,220
Marketing	\$2,014	\$5,000	\$5,000	\$5,000	\$2,500	\$2,625
Legal	\$6,604	\$10,000	\$1,500	\$0		\$0
Depreciation Expense	\$43,813	\$45,000	\$45,000	\$31,000	\$2,500	\$2,625
Website Development					\$2,500	\$2,625
Misc	\$501	\$2,500	\$2,500	\$0	\$0	\$0
-						
Total Expense	\$294,596	\$472,925	\$520,335	\$621,400	\$596,797	\$621,837
Net Profit or (Loss)	\$12,135	\$34,575	\$21,165	\$126,600	\$239,927	\$30,563



# GROW HAYS

Investing in Ellis County

**2024 ANNUAL REPORT**



### Mo·men·tum

*:strength or force gained by motion or by a series of events*

The perfect word to describe our community in 2024! We continued to ride a fantastic wave of momentum that will carry us well into the future. With over 30 local projects representing over \$400,000,000 in investment either recently completed, now underway, or planned to begin soon, the future of Ellis County is bright. These investments are being made in education, housing, and the public and private sectors and they represent tremendous confidence in our community.

Of course, we face challenges. We need additional housing of all types. As a regional trade center, we need retail development including restaurants, hotels, and big box retailers. We need to foster manufacturing sector growth, and of course, we must remain diligent in completing the pipeline from the R9 Ranch. Establishing a sustainable, long-term water supply is essential to future economic growth and maintaining the quality of life we enjoy. Fortunately, these issues are being addressed by our local elected officials, business owners, and community leaders, all of whom are committed to resolving them.

At Grow Hays, we want to be impactful and make a positive difference in Ellis County. On the following pages, you will see information on some of our programs and projects that are making an impact. 2024 was a great year for our community, and there is much to be proud of, but I often think of the following quote from Roberto Goizueta, the former chairman of Coca-Cola.

*"At the end of every day of every year two things remain unshakable.  
Our constancy of purpose and our continuous discontent with the immediate present".*

At Grow Hays, we commit to you, to work every day of every year to make sure Ellis County continues to be a great place to live, work, and play.



Doug Williams  
Executive Director

04

## Our board of directors 2024



Joannah Applequist



Jason Ball



Lance Bickle



Joseph Boeckner



Brian DeWitt



### Doug Williams, Executive Director

Doug was named Executive Director in January of 2019. He has a strong entrepreneurial background having founded a number of local companies including System Solutions, Inc, Infinitec, Inc., Medical Business Resources and Williams Real Estate. His extensive real estate experience has proven valuable for providing leadership and insight in Grow Hays housing initiatives.



Karen Dreiling



Cory Eberle



Eddie Herrman



Brandon Hines



Jason Kennedy



### Ernee Sly, Director of Operations

Ernee joined Grow Hays in 2007. Ernee is responsible for day to day activities of Grow Hays, including managing BriefSpace coworking space, marketing activities of Grow Hays and entities, event management, loan management and accounting functions.



Tisa Mason



Kris Munsch



Rob Readle



### David Clingan, Director of Recruitment and Retention

David Clingan joined Grow Hays, Inc. in January 2022. He is responsible for establishing and conducting GHI efforts for recruitment of new organizations to the community including commercial, industrial and retail entities. Duties will also include developing and maintaining relationships with existing businesses to understand needs, ensure retention and explore opportunities for expansion.



### James Robben, Director of Business Development and Special Projects

James Robben joined Grow Hays, Inc. in June 2022. James is responsible for assisting entrepreneurs in pursuing their business goals and overseeing the many projects in which Grow Hays is currently involved. These projects include the E-Community loan program, Youth Entrepreneurship Challenge, PitchIt Series, TriSpectives Series, the future Community Center, and multiple housing developments in our area.

*“Never doubt that a small group of thoughtful, committed citizens can change the world; indeed it’s the only thing that ever has”*

Margaret Mead

## Our Partners



**Heart of America**  
DEVELOPMENT CORPORATION



*"Alone we can do so little,  
Together we can do so much"*  
Helen Keller

## Our Investors

### LEADER

City of Hays  
City of Victoria  
Equity Bank  
HaysMed  
Heart of America  
Midwest Energy  
PWC  
Jeff & Jana Lowe  
Verlin & Elaine Pfannenstiel

### PREMIER

Commercial Builders  
Sunflower Electric  
Werth Wealth Management  
  
Turn-Key Properties  
Vive Broadband  
Nex-Tech  
Restore and Clean Services  
Eagle Radio  
Tree Top Security

### INVESTOR

AdamsBrown LLC  
City of Ellis  
Commerce Bank  
Curt Staab Agency  
DP Management  
Driggs Design  
Emprise Bank  
Golden Belt Bank  
Golden Plains Credit Union  
Heartland Building/Mead Lumber  
Homes By Cornerstone  
Insurance Planning  
Joe Bob Outfitters  
Nex-Tech Wireless  
Platinum Group  
Astra Bank  
Sunflower Bank  
Sweeney's Pavement Maintenance, LLC  
Turn-Key Properties  
Vive Broadband  
Nex-Tech  
Restore and Clean Services  
Eagle Radio  
Tree Top Security

### FRIENDS OF GROW HAYS

S|G Design  
8th Street Liquor  
Anderson Knight Architects  
Bright Minds Academy  
Clarity Consulting  
Cloud Storage Solutions  
Danny Dinkel & Associates/Farm Bureau  
EyeSmile  
First Kansas Bank  
Fort Hays State University  
Golden Q  
Jeff Pinkney CPA  
Marvin & Jennifer Rack  
Northwestern Printers  
RE.MAX Pro  
Sloan Engineering & Consulting  
Tebo Development  
Tessere  
The Furniture Look

### OTHER

Advanced Land Surveying & Drafting  
Big D's Rentals  
Carrico Implement  
Fort Hays Foundation

*"We make a living by what we get.  
We make a life by what we give"*  
Winston Churchill

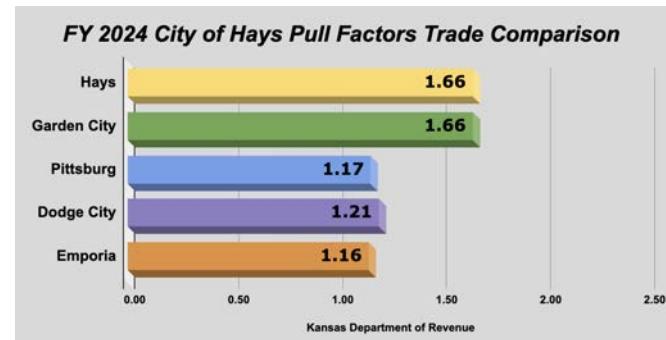
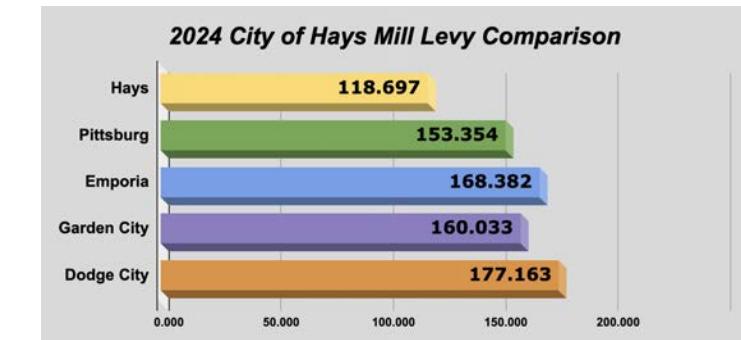
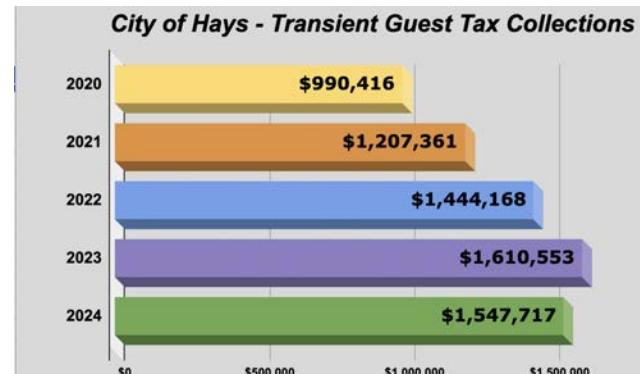
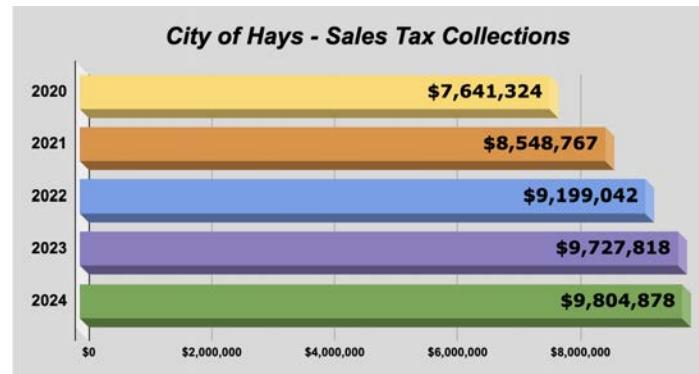
## Our Programs & Events

- BriefSpace
- eCommunity Loan Program
- Robert E. Schmidt Entrepreneurship Series
- Housing Rehab Program
- Tri-Spective Speaker Series
- PitchIt Entrepreneur Competition
- Quarterly Luncheon Series
- Growing Rural Business Series
- Ice House - Think Like an Entrepreneur Series
- Youth Entrepreneurship Challenge
- Think Tank
- Eagle Radio Talk Show

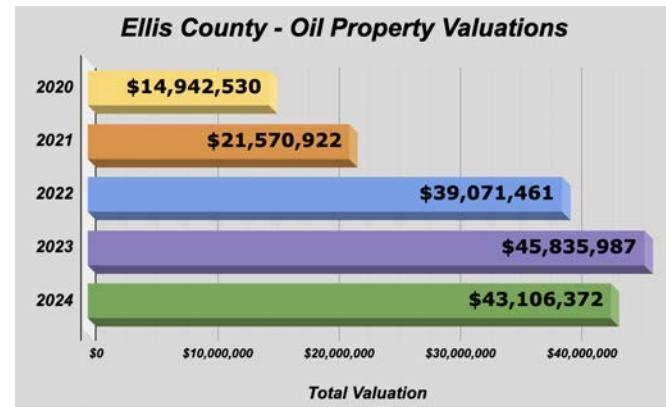
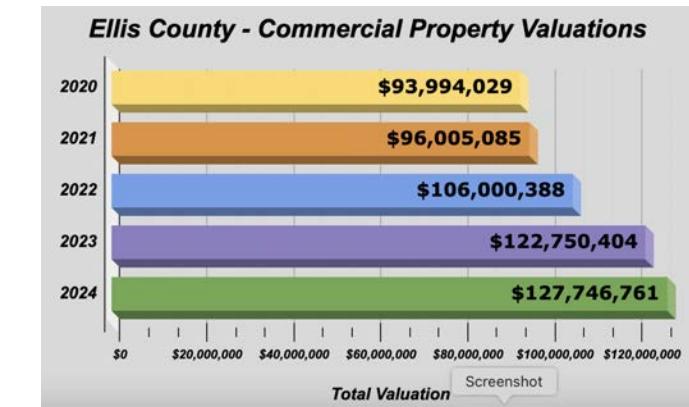
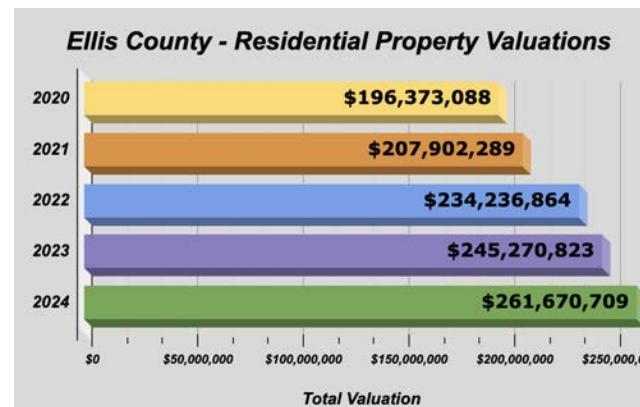
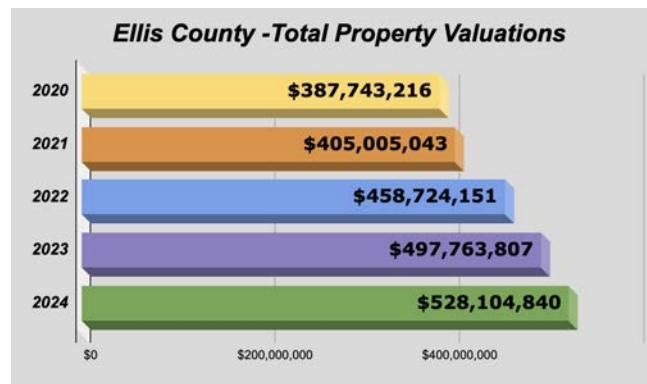


## Snap Shots

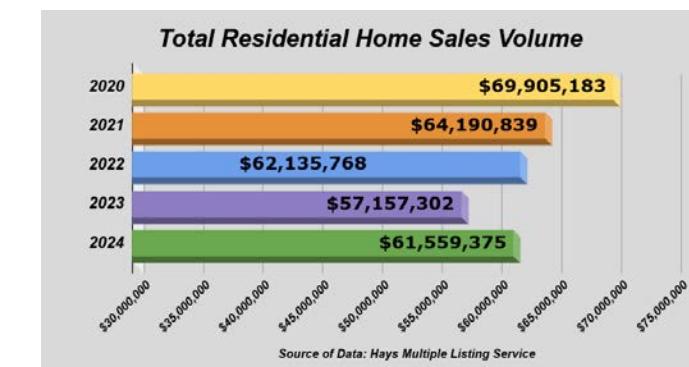
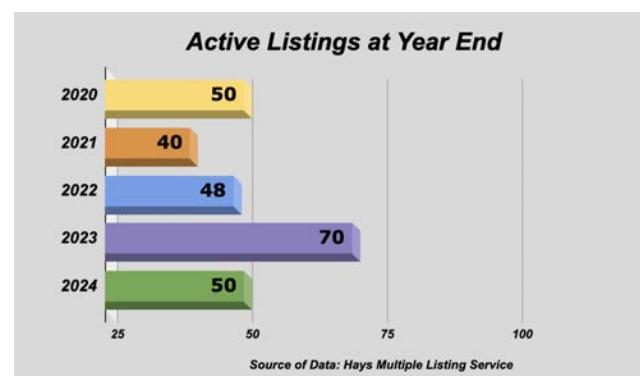
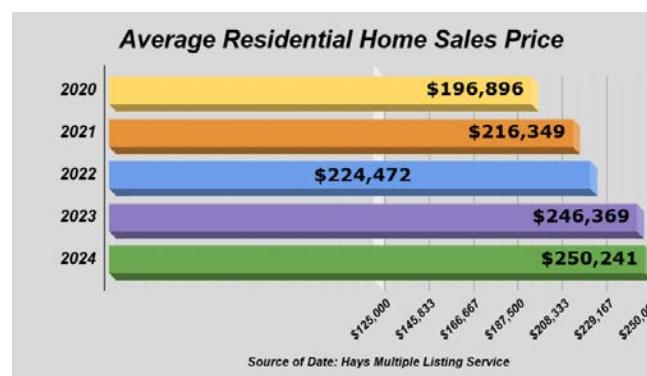
### City of Hays



### Ellis County



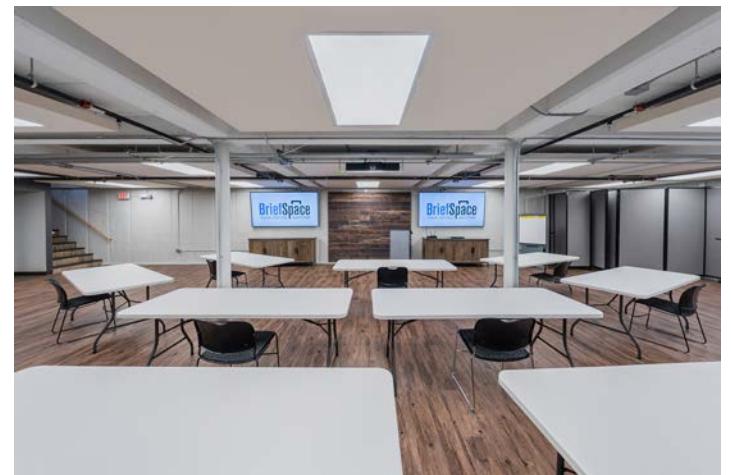
### Housing





BriefSpace is a coworking space offering a creative environment and sense of community for like-minded professionals, independent contractors, start-up entrepreneurs and travelers who need access to business resources. The space is located in downtown Hays and was renovated in 2018 with funding from the Dane G. Hansen Foundation.

BriefSpace offers a variety of workspaces, along with access to conference rooms, meeting rooms, and training spaces for collaboration. Users also have access to essential business resources such as high-speed internet access, a photocopier, a scanner, private mailboxes, widescreen computer monitors, a podcast station, and professional audio-visual equipment for presentations and remote communications.



## Grow Hays Microfactory



With its March 2024 ribbon-cutting, the Grow Hays MicroFactory becomes our community's key hub for small-scale manufacturing, entrepreneurship, and business development. This facility offers affordable office space, flexible production areas, free Wi-Fi, and a secured entrance, ensuring a productive and secure environment for startups and small businesses. By providing essential resources and fostering a collaborative atmosphere, the MicroFactory drives innovation and strengthens the local economy.

As demand grows, we remain committed to expanding our support to help businesses thrive and contribute to long-term regional prosperity.



## The Grove

The Grove is a retiree-focused community designed to provide a comfortable and connected environment for retirees seeking convenience, security, and an engaging lifestyle. Conveniently located adjacent to Hays Medical Center and the Miller Medical Pavilion, residents will have easy access to healthcare. In addition, residents will have access to the Bob & Pat Schmidt Community Center, The Center For Health Improvement fitness facility, and miles of walking trails. Homes will range in size from 1,600 to 2,300 sq ft, feature zero-entry slab-on-grade construction, and will provide maintenance-free living.

Infrastructure development is underway, with home construction set to begin in the summer of 2025.



Villas  
AT THE GROVE

18

## Bob & Pat Schmidt Community Center

This 14,000 sq ft facility has been funded with over \$6,000,000 of broad-based community support. Donors include the State of Kansas Capital Projects Fund Accelerator, The City of Hays, Dane G. Hansen Foundation, Hays Medical Center, Ellis County, and Verlin & Elaine Pfannenstiel. The facility will house the Hays Senior Center and the Bright Minds Academy. It will also offer community rooms for public use. Designed for intergenerational engagement, it will enhance early childhood development, promote healthy aging, and provide a welcoming space for socialization and community programs, fostering connections across generations in Ellis County.



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## Heart of America Development

Heart of America Developments Tallgrass Addition has been a great success, providing critical workforce housing to our community. Since 2022, 54 homes have been completed and are now occupied. Six new homes are under construction, with another 6 scheduled to start in early 2025. All homes in the development have sold before completion.

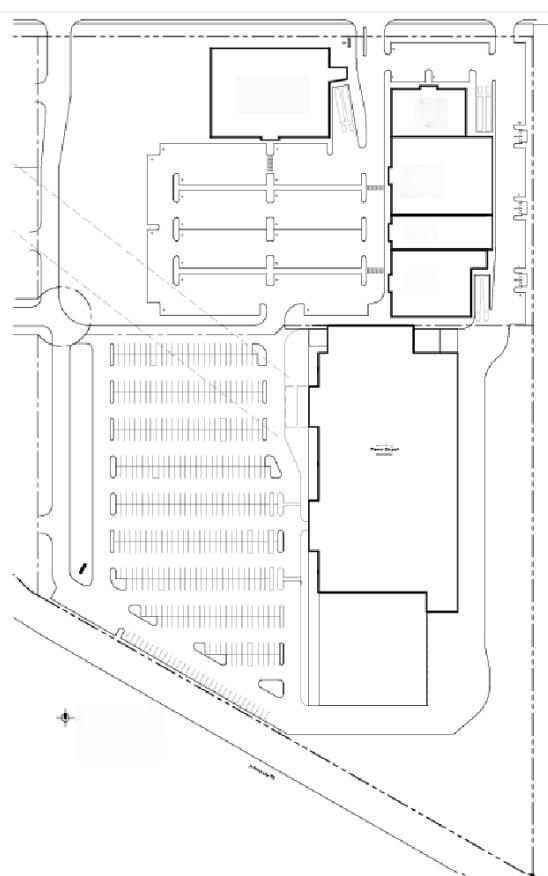
Platting and engineering are underway for the Tallgrass 4th Addition, with infrastructure construction to begin in late 2025. Tallgrass 4th Addition will contain 101 lots and will include a variety of new housing, including single-family homes, townhouses, and multi-family units.



## The Hays City Center



Hays City Center will drive economic growth and enhance the retail landscape, creating new opportunities for businesses and a better shopping and dining experience for residents and visitors. Grow Hays collaborates with developers and site selectors to position the community for future growth by analyzing market trends and identifying retail gaps. While no new retailers have been confirmed, potential businesses such as Marshalls, PetSmart, Five Below, and Old Navy have been identified based on market demand. Through strategic partnerships and proactive development, Grow Hays remains committed to expanding retail options, creating jobs, and strengthening Hays as a regional shopping destination.



## E-Community Loan Program

The Ellis County E-Community program drives economic growth by supporting startups, business expansions, and acquisitions. Through a partnership with NetWork Kansas, Grow Hays provides up to \$50,000 in bank-matched financing to small businesses. Larger loans are also available by utilizing the Grow Kansas loan program. This program offers loans up to \$1,000,000 for businesses meeting bank match requirements. By bridging financing gaps, Grow Hays empowers entrepreneurs, strengthens local businesses, and fosters long-term economic success in Ellis County.

Total 2024 Loan: \$667,481



**Ellis County E-Community**

FundNameFilter	Amount Loaned	Loans Disbursed	Average Loan	Avg. Loan Rate
Ellis County	\$2,251,222	58	\$38,814	4.30%

### 2024 Loan Recipients

**BMK**  
Real Estate



**FADE FACTORY**  
BARBER & BEAUTY LOUNGE



**PAISLEY PEAR**  
WINE BAR, BISTRO & MARKET

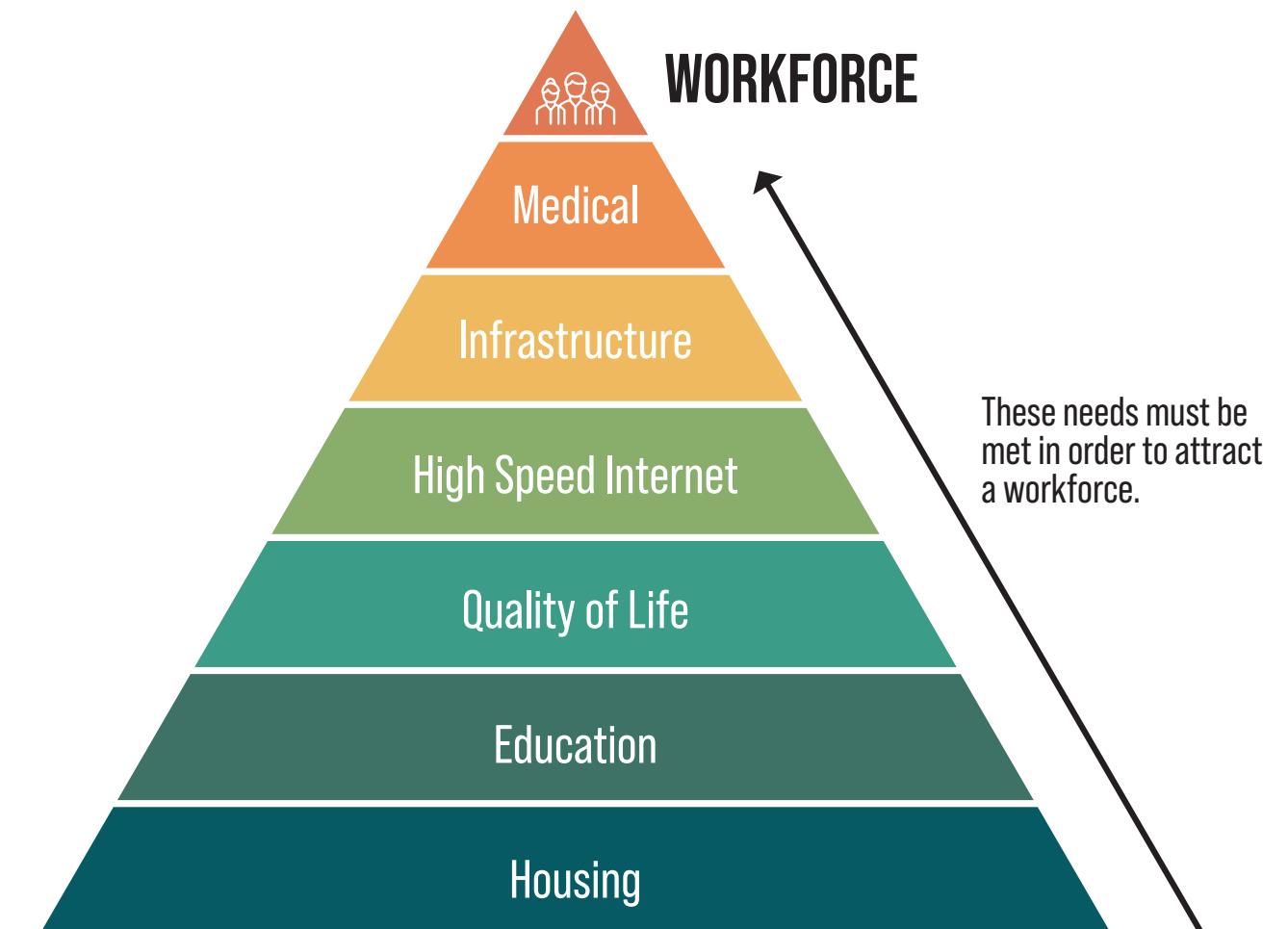
**TACOS**  
EL PATRON

**UNILUBE**  
SERVICES

# Rural Hierarchy of Needs

*"At the end of every day of every year, two things remain unshakable, our constancy of purpose and our continuous discontent with the immediate present."*

Roberto Goizueta, the former chairman of Coca Cola





Any questions please contact Doug Williams at:

[doug@growhays.com](mailto:doug@growhays.com) or (785) 628-3102





TO: Members of the Hays City Commission

FROM: Dr. Tisa Mason, President

DATE: May 7, 2025

SUBJ: Fall 2024 Progress Report on the Fort Hays State University/City of Hays Scholarship Program for Scholastic Achievement

## **INTRODUCTION - PROGRAM SUMMARY**

Beginning with the 1987-88 academic year, the City of Hays joined Fort Hays State University in a collaborative academic scholarship arrangement. The Program objectives are: (1) to provide deserving students with the opportunity to receive a university education; and (2) to serve as a catalyst for generating increased community economic activity, employment and tax revenues by recruiting and retaining larger numbers of university students.

The Program is designed to support two sets of university activities: recruitment and retention. When fully funded, the program allocates \$60,000 (40 academic awards) per year for the recruitment of incoming freshmen and \$40,000 (26 academic awards) per year for retention purposes.

With an investment of \$100,000, the City of Hays can provide 40 new and 26 renewed scholarships. Any funds required or additional scholarships generated by the operation of the Hays City Scholar Award Program are the responsibility of the University.

## **FALL 2024 RECRUITMENT**

Since the establishment of the Hays City Scholarship Program, FHSU has seen growth in both first-time freshmen and total enrollments. When examining enrollment from the inception of the scholarship program (Fall 1987), enrollment has more than doubled. In addition, recipients of the Hays City Scholarships have risen dramatically from 52 in 1987 to 367 today.

## **FALL 2024 ELLIS COUNTY RESIDENCE HALL REDUCTION**

During the current 2024-25 academic year, 71 students participated in the Ellis County Residence Hall discount Program. The savings for those 71 students was **\$118,972.35**.

## **ADDITIONAL BENEFITS TO ELLIS COUNTY STUDENTS**

For the current 2024-25 academic year, \$60,750 of Hays City Scholar awards have been disbursed to Ellis County students. An additional \$1,975,939.78 in other scholarship aid has been paid to Ellis County students. This figure includes academic awards, athletic awards, endowed scholarships, State of Kansas scholarships, and outside scholarships, but excludes Federal Title IV aid.

## FALL 2024-25 FUNDING

The City of Hays invested \$100,000 for the 2024-25 school year, and the university funded in full the remaining portion of the program.

Academic Year	City Commitment	FHSU Commitment	TOTAL
1990-91	\$100,000	\$ 34,000	\$134,000
1991-92	\$100,000	\$ 47,000	\$147,000
1992-93	\$100,000	\$ 78,500	\$178,500
1993-94	\$100,000	\$ 77,500	\$177,500
1994-95	\$ 95,000	\$ 83,000	\$178,000
1995-96	\$100,000	\$ 83,000	\$183,000
1996-97	\$100,000	\$106,000	\$206,000
1997-98	\$ 82,500	\$149,250	\$231,750
1998-99	\$ 53,600	\$197,900	\$251,500
1999-00	\$100,000	\$147,500	\$247,500
2000-01	\$100,000	\$106,350	\$206,350
2001-02	\$100,000	\$182,400	\$282,400
2002-03	\$100,000	\$212,550	\$312,550
2003-04	\$ 75,000	\$261,100	\$336,100
2004-05	\$100,000	\$227,000	\$327,000
2005-06	\$100,000	\$223,200	\$323,200
2006-07	\$100,000	\$187,600	\$287,600
2007-08	\$100,000	\$159,600	\$259,600
2008-09	\$100,000	\$172,800	\$272,800
2009-10	\$100,000	\$144,000	\$244,000
2010-11	\$100,000	\$152,800	\$252,800
2011-12	\$100,000	\$192,243	\$292,243
2012-13	\$100,000	\$178,800	\$278,800
2013-14	\$100,000	\$197,725	\$297,725
2014-15	\$100,000	\$204,000	\$304,000
2015-16	\$100,000	\$198,000	\$304,000
2016-17	\$100,000	\$144,900	\$244,900
2017-18	\$ 90,000	\$189,275	\$279,275
2018-19	\$100,000	\$207,300	\$307,300
2019-20	\$100,000	\$227,000	\$327,000
2020-21	\$100,000	\$220,750	\$320,750
2021-22	\$100,000	\$193,250	\$293,250
2022-23	\$100,000	\$149,000	\$249,000
2023-24	\$100,000	\$146,000	\$246,000
2024-25	\$100,000	\$152,000	\$252,000

## REQUEST

In order to continue the partnership between the City of Hays and Fort Hays State University, I am requesting that the governing body of the city take the following action:

- (1) Authorize the allocation of \$100,000 for the next fiscal year to support the Hays City Scholar Award Program.
- (2) Endorse the continued use of the Ellis County Residence Hall Discount Program to provide students who have graduated from an accredited public or private Ellis County High School to offset the cost of any residence hall plan.

The competition for quality students, such as the Hays City Scholar Award recipients, continues to intensify each year. With this intensity, the partnership between the City and University continues to become even more important. More Hays City Scholars Awards are awarded than any other category of academic scholarships the University has to offer. As such, the Hays City Scholar Award Program represents the most successful recruitment niche of the University and the cornerstone of our recruitment efforts. Fort Hays State University greatly appreciates the support of the City of Hays in this valuable partnership.

**City of Hays  
Outside Agency  
2026 Budget Request Form**

**Date of Request:** June 5, 2025

**Name of Organization Requesting Funding:** Fort Hays State University

**Amount of Request:** \$ 100,000

**Brief Description of Request for Funding:** See attached letter

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**List outcomes for requested City funds:** See attached letter

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**Has your organization received funding from the City of Hays before?** Yes

**If you answered "Yes", please offer details of past funding by year including verification that the funds issued were used for the purpose intended:** See attached letter

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**Will this funding request assist in offsetting municipal services? If so, how? No**

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**Number of Hays citizens directly and indirectly affected with requested City funds:** \_\_\_\_\_  
See attached letter

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**What actions will be taken if your funding request is denied or reduced this year and next?** \_\_\_\_\_

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**Contact Information (Who do we call if we have questions about this application?):** \_\_\_\_\_  
Tara Garcia, Executive Assistant to the President

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**Who will be presenting your request at the City Commission Work Session on June 5, 2025?** \_\_\_\_\_

Dr. Joey Linn, Vice President for Student Affairs - Presenter

Dr. Dennis King, Assistant Vice President for Student Affairs, Enrollment Management

Fort Hays State University  
& the City of Hays

## Hays City Scholarship Program

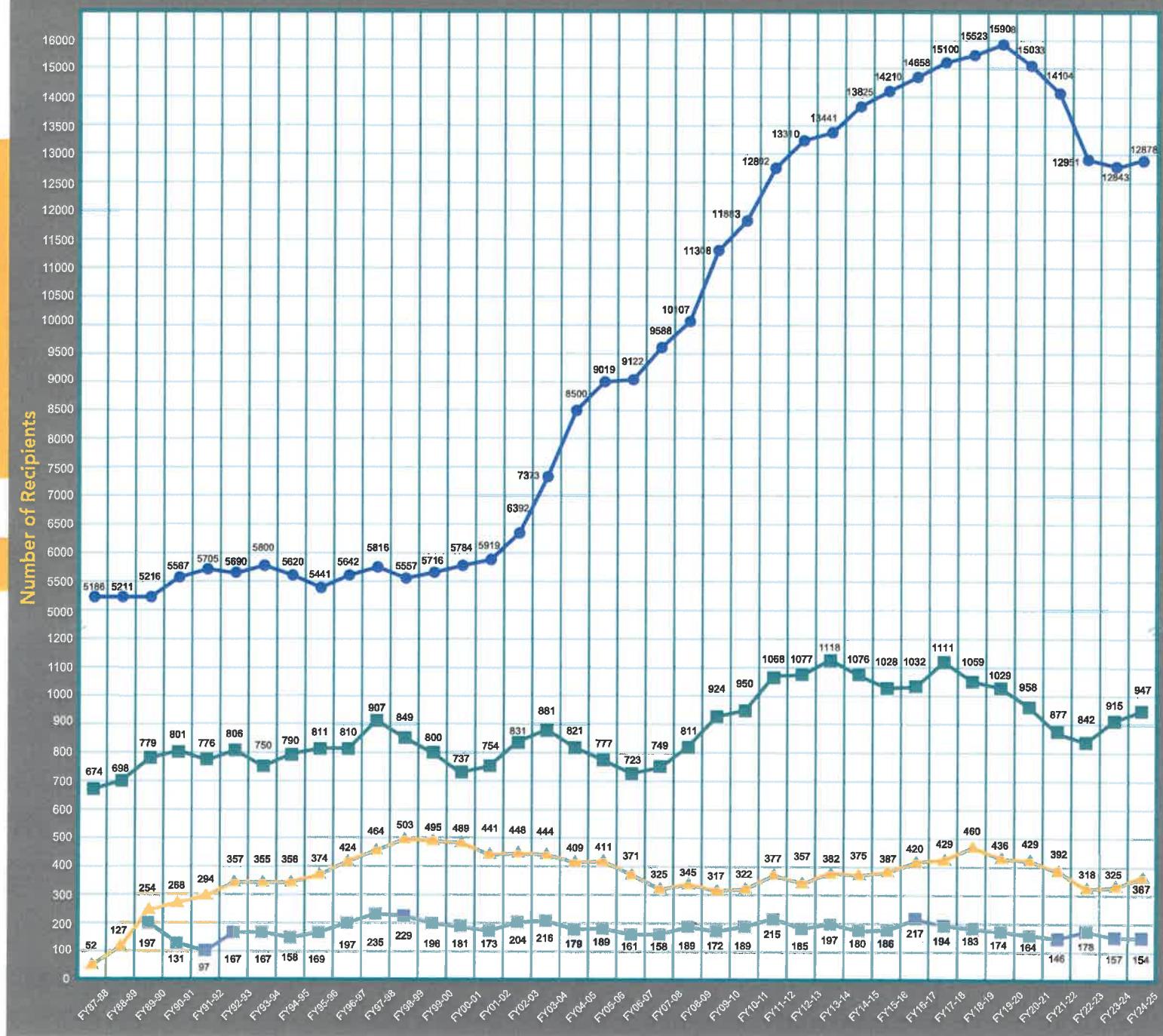
for scholastic achievement

### Recruitment

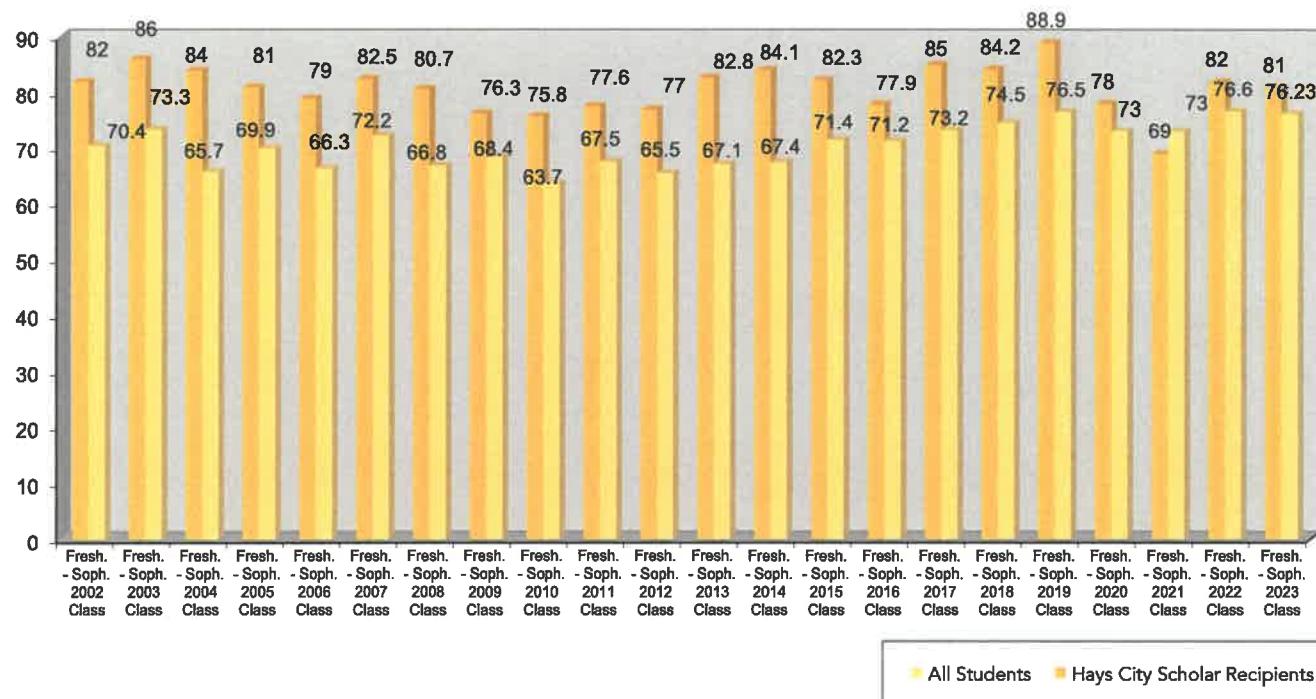
Since its inception 36 years ago, the Hays City Scholar program has been a major contributor to the university's successful recruitment and retention efforts. Recipients of the scholarship have risen from 52 to 367 in 2024-25 with 17% of the 2024-25 freshman class receiving this scholarship.

- Total Enrollment
- Total Hays City Scholar Recipients
- Freshman Enrollment
- Freshman Hays City Scholar Recipients

1987-2024 Total Enrollment/ Freshman Enrollment - Scholarship Recipients



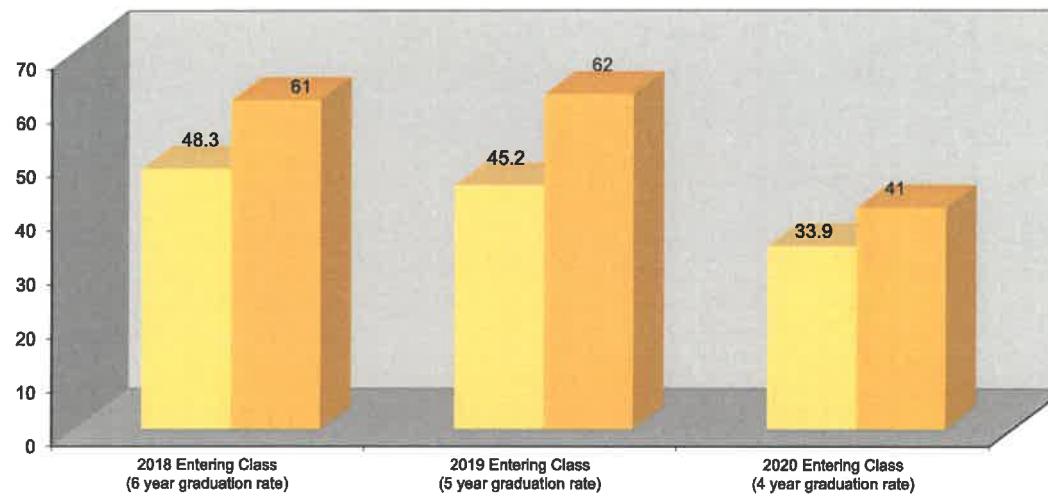
## 2002-2024 One-Year Retention Rates



## Retention

Retention rate comparisons provide evidence of the importance of the renewable Hays City Scholar Scholarship. Traditionally, the scholarship recipients are retained at a higher rate than other FHSU students. This trend demonstrates the contribution of the scholarship toward retention at FHSU.

## Graduation Rates by High School Graduation Year



## Graduation Rate

Along with the retention rate comparisons, the graduation rate also provides evidence of the importance of the renewable Hays City Scholar Scholarship. The Hays City Scholar recipients complete their bachelor degrees at a higher percentage than the overall student population.

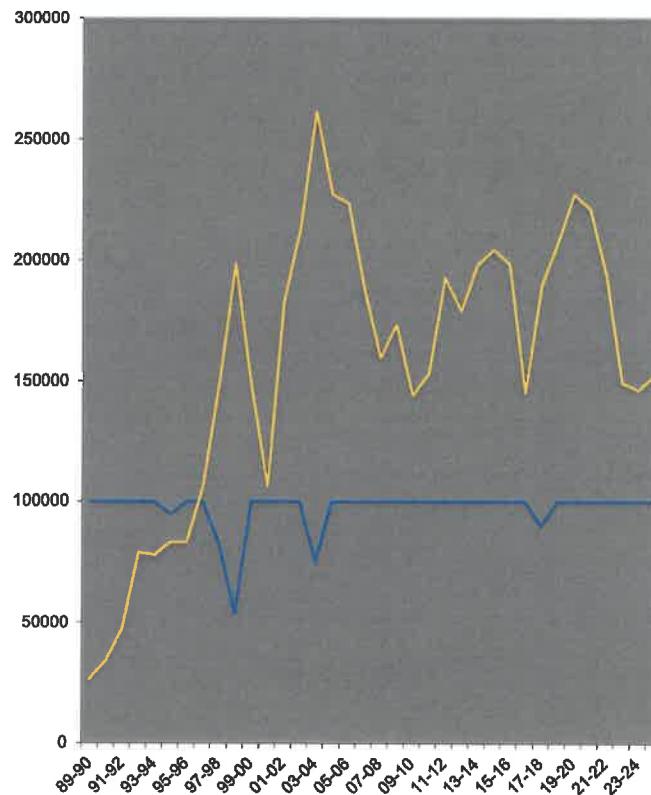
## Ellis County

Currently 41 Ellis County students are participating in the program (new and renewable), for a total of \$60,750. The Ellis County Residential Hall Reduction Plan provides student with a \$2000 reduction per year. This plan funded 71 students during the 2024-25 period for a savings of \$118,972.35. In addition, a total of \$1,975,939.78 was paid to Ellis County students from the Fort Hays State University Foundation, Athletics, State of Kansas, and outside scholarships.

## Direct Benefits to Ellis County Students 2024-25

Hays City Scholar Scholarship	\$60,750.00
Foundation/Athletics/State/Outside	\$1,975,939.78
Ellis County Residence Hall Reduction	\$118,972.35
<b>Total</b>	<b>\$2,155,662.13</b>

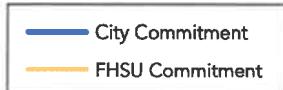
## Pledged Funding for Hays City Scholar Award Program 1989-2024



## Local Benefits

Fort Hays State University exerts a very positive influence on local business, housing demand, economic development activity, education and a variety of other municipal concerns. Some of these impacts are short-term and direct while others are long-term and indirect.

- FHSU students inject direct expenditures of \$38,551,000 into the local economy.
- For the 2024-25 year, 364 students benefited from the Hays City Scholar Award program at an investment of \$484,500.







May 7, 2025

Dear Mayor and City of Hays Commissioners,

Thank you for your past investment in Downtown Hays. Since the inception of our organization, the City has played a critical role in helping us achieve our goals. Our partnership has helped to create a vibrant and thriving downtown that richly enhances the quality of life for our citizens. To continue that progress, we are respectfully requesting an appropriation of \$54,000 for the 2026 fiscal year.

Downtown Hays is the heart of our community, rich in history and brimming with unlimited potential. Understanding the importance of our downtown and the ripple effect its success has on our entire community, our organization remains dedicated to the following:

- promoting Downtown Hays as a premier destination
- supporting local businesses
- enhancing aesthetic appeal
- preserving our unique heritage

The steady increase in foot traffic, business growth, and community engagement in the downtown area indicates that our work continues to make a positive impact. Over the past year, we have welcomed many new businesses to The Bricks. Vacant properties are hard to find and on the rare occasion a business closes its doors, another business immediately comes in to take its place. We continue to host and promote a wide range of community events (including an award-winning Farmers Market) that provide a welcoming environment for citizens and visitors alike. Downtown Hays has become THE premier destination that the founders of our organization dreamed it would become over 20 years ago.

While we are cognizant of the positive gains in downtown and our role in keeping that momentum going, we remain vigilant about keeping a good balance between the scope of our operations and our funding. Over the past year we have made a concerted effort to be as efficient as possible, by utilizing technology, internships and engaging our board to help streamline events, re-connect all stakeholders and provide Brick's businesses with the support they need. Our Board remains dedicated to our mission and remain active in all aspects of our operations including business relations & retention, event planning, and physical improvements. With that being said, we continue to mold our strategic initiatives to meet the demands of all that call The Bricks home.

Thank you for your efforts to work with our organization. We look forward to a continued partnership with the City as we work to preserve our history while staying focused on promoting our future.

Sincerely,

Julie Rider  
Executive Director, The Bricks

Andrew Taylor  
Board President, The Bricks

**City of Hays  
Outside Agency  
2026 Budget Request Form**

**Date of Request:** May 7, 2025

**Name of Organization Requesting Funding:** The Bricks in Downtown Hays (“The Bricks”)

**Amount of Request:** \$ 54,000

**Brief Description of Request for Funding:** The Bricks requests this funding to assist with administrative and overhead costs associated with managing the organization, coordinating community volunteers, and executing developments in the Downtown Hays area. This financial resource enhances the investments made by the City of Hays, local philanthropists, citizens, property owners, and businesses.

We strive to represent Downtown Hays through open communication, strategic planning, and continually working to enhance and secure the quality of life in the Hays community. By recognizing, communicating, celebrating accomplishments, and creating opportunities through events, the organization brings awareness to the area and the businesses.

**List outcomes for requested City funds:**

We utilize the money received from the City of Hays to execute district-wide marketing campaigns, community events, and the development of gathering spaces.

- We continue to serve as the primary resource for The Bricks in Downtown Hays and historic Chestnut Street District businesses and property owners.
- We continue to further the Downtown Hays vision through our organizations goals and objectives defined in our Strategic and Marketing Plans.
- We help maintain the downtown district as a destination for travelers and a social gathering location for citizens.
- We coordinate community activities and events that make Downtown the heart of the community.
- We continue to build upon and improve Downtown's infrastructure and physical appeal as defined in the City of Hays Comprehensive Plan.

**Has your organization received funding from the City of Hays before? Yes**

**If you answered “Yes”, please offer details of past funding by year including verification that the funds issued were used for the purpose intended:**

2025 – administrative - \$54,000  
2024 – administrative - \$54,000  
2023 – administrative - \$60,000  
2022 – administrative - \$54,000  
2021 – administrative - \$54,000  
2020 – administrative - \$50,973  
2019 – administrative - \$53,655  
2018 – administrative - \$53,655  
2017 – administrative - \$53,655  
2016 – administrative - \$53,655  
2015 – administrative - \$53,655

2014 – administrative - \$53,655  
2013 – administrative - \$53,655  
2012 – administrative - \$53,655  
2011 – administrative - \$53,655  
2010 – administrative - \$53,655  
2009 – administrative - \$59,617  
2008 – administrative - \$58,050  
2007 – administrative - \$95,650 (\$39,000 city contribution from sale of the Fox Theatre)  
2006 – administrative - \$55,000  
2005 – administrative - \$32,500  
2004 – façade loan program, streetscape, administrative - \$50,000  
2003 – design assistance program, matching funds for historic district grant - \$20,000  
2002 – façade loan and design assistance programs, administrative - \$37,000  
2001 – National Development Council Consultant - \$25,000  
2000 – Organizational Startup Funds & Building Fund - \$100,000

**Will this funding request assist in offsetting municipal services? If so, how?**

The Bricks collects private sector input and leverages private dollars for downtown public projects. Downtown is never "finished" as its market is in constant flux and demands permanent management to stay attractive and economically sound. The City of Hays creates a partnership with the community by funding this request and builds upon the ideas and concepts envisioned in the Comprehensive Plan. We feel the Downtown Pavilion is the best example of our effectiveness and commitment to the Comprehensive Plan. We hope we can replicate this very soon.

We also believe there is a material impact on the tax revenue generated within the boundaries of Downtown Hays based upon enhanced foot traffic, sales generated in part from The Bricks led events (Frostfest season, etc.), and most importantly the positive contributions to the overall atmosphere that makes Downtown Hays so special.

**Number of Hays citizens directly and indirectly affected with requested City funds:**

There are almost 400 businesses in Downtown Hays and 4,000 employees working within those businesses. The Bricks strives to serve each one to the best of our ability.

City funds directly affect the thousands of Hays citizens and visitors who attend community gatherings and promotions coordinated our organization. We currently organize around a dozen events and programs annually, most notably Brews on The Bricks, the Downtown Hays Market, Bazaar on The Bricks Sidewalk sale, Wines and Steins, and Frostfest.

Community members who utilize the downtown amenities our organization helped plan, fundraise and build also benefit from the City's support. For example, the Downtown Pavilion inside Union Pacific Plaza is the most reserved park in the City. In addition, we will continue working towards future goals/aspirations the will continue to enhance the atmosphere the makes Downtown Hays the destination it is today. Our organization takes seriously the importance of our partnership with the City and other stakeholders when creating unique and valuable attractions and infrastructure in Downtown Hays.

Through our intern and volunteer programs, students, faculty, and staff from Fort Hays State University, North Central Kansas Technical College, Hays High, and TMP have the opportunity to engage with their community. Every school is a valuable asset to our events and organization.

**What actions will be taken if your funding request is denied or reduced this year and next? With the City's continued financial assistance, we will continue to work on behalf of the citizens and the City for a healthy and vibrant downtown. However, if funding is denied, our organization will struggle to exist. Our effectiveness as an organization is due in large part to the ongoing support of the City.**

Our responsibility is to work together to preserve and improve Downtown's public property and infrastructure, just like a private taxpayer is responsible for maintaining his property. Continuing to invest in The Bricks and public projects downtown allows us to attract additional private funds to fulfill our long-term goals. In addition, by supporting a downtown program that actively engages local citizens and leverages private dollars for improvements, the City creates a better business environment, develops and maintains more jobs, increases property and sales taxes, and portrays a healthy, appealing community image.

We feel we have demonstrated our critical contributions to the City of Hays. Support from the City of Hays for The Bricks means we can continue to mobilize community members to play a part in making Hays a better place to live and grow. We believe we are creating gathering spaces while enhancing the arts and culture of Hays and making a significant impact on the economic health of our community. Without funding from the City, many anticipated and loved events would have uncertain futures. We are the organization Downtown businesses seek when they have hopes and dreams for a better future.

**Contact Information (Who do we call if we have questions about this application?):**

Andrew Taylor, Board President, Andrew@werthfinancial.com, 785-269-7306

Bryan VonFeldt, Board Treasurer, bryan.vonfeldt@astra.bank, 785-628-2400

**Who will be presenting your request at the City Commission Work Session on June 5, 2025?**

Andrew Taylor and Bryan VonFeldt

Appendix A. 2026 Budget

<b>The Bricks in Downtown Hays Budget 2025-2026</b>			
<b>Budget - 2026</b>		<b>Budget - 2025</b>	
<b>INCOME</b>		<b>INCOME</b>	
<b>City of Hays</b>	\$ 54,000.00	<b>City of Hays</b>	\$ 54,000.00
Partnership Program	\$ 28,530.00	Partnership Program	\$ 28,000.00
Development Programs & Events (net)	\$ 35,700.00	Development Programs & Events (net)	\$ 40,000.00
Grants	\$ 5,000.00	Grants	\$ 5,000.00
Interest	\$ 2,000.00	Interest	\$ 2000.00
<b>Total Income</b>	\$ 125,230.00	<b>Total Income</b>	\$ 129,000.00
<b>EXPENSES</b>		<b>EXPENSES</b>	
Personnel & Benefits	\$ 75,510.00	Personnel & Benefits	\$ 78,890.70
Occupancy and Overhead	\$ 7,300.00	Occupancy and Overhead	\$ 7,164.47
UP Lease	\$ 3,800.00	UP Lease	\$ 3,800.31
Technology	\$ 4,300.00	Technology	\$ 6,500.00
Meetings & Memberships	\$ 4,000.00	Meetings & Memberships	\$ 1,500.00
Kansas Main Street Program	\$ 0.00	Kansas Main Street Program	\$ 1,000.00
Marketing & Development	\$ 13,000.00	Marketing & Development	\$ 10,500.00
Office Needs	\$ 3,500.00	Office Needs	\$ 3,500.00
Insurance & Professional Services	\$ 8,620.00	Insurance & Professional Services	\$ 10,200.00
Bricks Connection Event	\$ 4,000.00	Restricted Projects	\$ 5,444.52
Staff Development	\$ 1200.00	Staff Development	\$ 500.00
<b>Total Expense</b>	\$ 125,230.00	<b>Total Expense</b>	\$ 129,000.00



# The *CARE* Council

"A Partnership for Building a Better Tomorrow"

## MEMO

<b>Chair</b> Brett Gerber	
<b>Ellis County Appointees</b>	
Dr. Gary Brinker	
Kelly Lewis	
John Braun	
Natalie Ellis	
<b>City of Hays Appointees</b>	
Brett Gerber	
Hali Biesler	
Amy Schaffer	
Cindy Elliot	
<b>United Way of Ellis County</b>	
Jaden Richardson	
Aaron Ladd	
Sarah Dreiling	
Lisa Keever	

TO: Hays City Commission  
FROM: Brett Gerber, Chair  
The CARE Council  
DATE: May 7, 2025  
RE: Request for 2026 Social Service Funds

The CARE Council requests \$180,000 in Social Service Funds for budget year 2026.

In 2003 the City of Hays affirmed its commitment to funding social services in our community when it adopted a budget resolution establishing a Social Service line item in the budget. The Commission reaffirmed a belief contained in the 1994 City of Hays Strategic Plan that there were certain indispensable attributes required for a healthy community. These attributes went beyond brick and mortar; they were safety and security, volunteerism, dignity, and an appreciation of the value of all citizens, from the very young to the very old.

The criteria for programs and agencies receiving Social Service Funds are:

1. Provide critical service(s) which complement the services provided by the City of Hays;
2. Services that are not duplicated by other agencies; and,
3. Services that receive contributions from the Citizens of Hays.

The CARE Council was established in 1992 and the process has evolved over the past 30 years. The current Chair of the Council works with the four teams of volunteers to ensure the process is consistent among the teams.

The United Way of Ellis County, the City of Hays, and Ellis County each appoint four representatives to the Council. They are divided into four teams with three members each. They review applications in the focus areas of Children and Youth, Community and Neighborhood, Family and Individual and Health and Rehabilitation Programs. Each team makes a funding recommendation for each program it reviews.

In 2009, the United Way of Ellis County went to program funding. Instead of making one allocation to the agency's general fund, the funds were distributed to the programs offered by the agency. This process was used to make funding recommendations for Social Service Funds for 2026.

The CARE Council application does require each program to have identified outcomes which includes a change in the knowledge, behavior, attitudes, and beliefs of the individuals in the program. The agency must also have a process to measure progress toward achieving those outcomes. The agencies continue refining their outcomes and their measurement tools.

The CARE Council has, in the past, recommended funding for programs that have an impact on the quality of life in Hays as well as provide support to local businesses. For the 2026 funding cycle, the CARE Council asked the agencies for clarification on how their services fit the criteria for programs and agencies receiving Social Service Fund. The CARE Council members worked hours reviewing applications, making site visits, and gathering additional information in order to develop their funding recommendations.

The CARE Council requests \$180,000 in Social Service Funds for 2026. The CARE Council recommends the following distribution:

<b>ACCESS Public Transportation through DSNWK</b>	
ACCESS Public Transportation	\$82,500.00
<b>First Call for Help of Ellis County</b>	
I & R/Emergency Aid	\$22,000.00
Transient Aid	\$ 8,500.00
Meals on Wheels	\$ 1,000.00
<b>Big Brothers Big Sisters of Ellis County</b>	
Community/School Based Mentoring	\$18,000.00
<b>Hays Senior Center</b>	
Meal Site	\$15,000.00
<b>Western Kansas Child Advocacy Center</b>	
Hays Advocacy Center	\$12,000.00
<b>Options</b>	
Safe Shelter	\$ 5,000.00
<b>CASA of the High Plains, Inc.</b>	
Improving Quality of Services to Volunteers And Children (IQSVC)	\$11,000.00
<b>Cancer Council of Ellis County</b>	
Sunscreen Education Program	\$ 1,000.00
<b>Western Kansas Association for the Concerns of the Disabled</b>	
Transportation to Work	\$ 4,000.00
<b>Total</b>	<b>\$180,000.00</b>

## Description of Social Service Programs

### **ACCESS Public Transportation at Developmental Services of Northwest Kansas**

With the financial support that ACCESS Public Transportation received last year from the City of Hays Social Service Funds, they have been able to continue to provide safe, reliable, low-cost transportation for the residents of Hays and Ellis County that are in need and are a part of the transit-dependent population. In 2024, ACCESS assisted 28,257 people with one-way rides and anticipates annual ridership to be approximately 30,000 riders during FY 2025.

Without this service in Hays, many of our citizens would go without basic needs.

The team recommends Social Service Funds because ACCESS provides critical services which complement the service provided by the City of Hays.

### **First Call for Help of Ellis County**

**Information and Referral/Emergency Aid** –This program is a resource to the Hays community, assisting residents that struggle with meeting their most pressing needs. They assist in finding local and state resources that will meet the household needs, help prevent eviction and homelessness with emergency financial assistance for rent and provide emergency financial assistance for utilities in households with young children or critical medical needs. In 2021, FCFH added their new First Step Housing initiative. This provides transitional housing to prevent homelessness. The program also provides case management for individuals who desire assistance with budgeting, making better everyday financial decisions and increasing their long-term success and self-sufficiency. In 2024 there were 15 participants in the First-Step housing program. First Call For Help also saw an increase in households needing assistance than they have in the past. They were also able to aid 765 people providing them with 969 services.

**Transient Aid** – All funding for this program was shifted to the City of Hays Social Service funds in 2010. Transient Aid serves non-residents who are stranded in Hays without resources for shelter or travel. First Call staff and volunteers work closely with the Hays Police Department to provide 24-hour assistance coverage. The goal of the program is to increase the safety and well-being of people by providing immediate emergency assistance. The transient aid program helps with gas vouchers as well as meal cards. Sheltering transients has remained difficult. Motels are not willing to work with transients due to incidents that have occurred while clients were lodged there. 56 people were assisted and provided 112 services through the programs in 2024.

**Meals on Wheels** - The Meals on Wheels program provides the delivery of a healthy and nutritious hot meal to the elderly, disabled and/or home-bound individuals. First Call for Help partners with Hays Medical Center to provide the meals. New this past year, we have added a third route to meet the needs of the community! Route 3 is covered by volunteers and the Office Assistant when volunteers are not signed up. In 2024, the Meals on Wheels program assisted 81 individuals by providing 10,296 meals.

The team recommends Social Service Funds because First Call For Help provides critical services to citizens of the City of Hays.

### **Big Brothers Big Sisters of Ellis County**

**Kansas Big Brothers Big Sisters Mentoring Program** – This program will provide support and training to current match relationships and support mentoring services to youth in Ellis County who are facing significant adversities which may negatively affect their educational potential. BBBS offer two types of one-to-one mentoring programs: Community-based and School-based. In 2024, BBBS matched 61 youth in new one-to-one mentoring relationships, serving a total of 218 youth facing adversity in mentoring relationships. The program provided 5,688 services to youth, volunteers, and parents/guardians.

### **Hays Senior Center**

**Meal Site** - has been providing a low-cost meal for seniors since 1974. The Senior Center/Meal Site provides a safe, pleasant environment in which Ellis County residents over the age of 60 can gather for socialization and nutrition. It is also the location for the organization of the distribution of meals delivered to many homebound seniors, allowing them to remain in their own homes. Those able to come to the Center for the meal also enjoy visiting with others, participating in various activities, and learning about age-related topics. The Ellis County Health Department, as well as other senior in-home health entities, provide monthly blood pressure checks. Workshops are planned to provide legal advice, estate planning and senior related information to Cyber security and fraud prevention. In 2023, the Senior Center served 27,000 meals.

### **Options**

**Safe Shelter** – Social Service funds a home for adults and children leaving a domestic violence situation. The outcome is to provide a safe environment, so a victim and her family can begin to heal. Safe shelter allows law enforcement to protect the victims by moving them into a secure environment. Advocates also assist law enforcement personnel in providing support and advocacy for the victims. The security and stability of the safe shelter and its services are critical to ending the cycle of violence in Ellis County. The presence of a supportive environment can provide a future without violence for victims and their children. In 2024, Options saw an increase in bed nights from 5,214 in 2023 to 5,743!

### **CASA of the High Plains, Inc.**

CASA of the High Plains serves abused and neglected children in Ellis County by providing a trained and certified volunteer that will advocate for the child's best interest in court. The CASA volunteer conducts an independent assessment of the child's circumstances by getting to know the child, building a positive relationship with the child through personal interactions. This program helps to ensure that children are provided with support and aligned with programs that allow them to develop into healthy adulthood, and set them up for a steady home, whether that be foster care, adoption, or reintegration with the parents. In 2024, CASA was able to service 115 people and provided 877 services.

### **Cancer Council of Ellis County**

**Sunscreen Education Program** – The agency distributes sunscreen and educational materials at the local pools and at the Sport Complex for officials. The participants at events and swimmers at the pools have immediate access to sunscreen. The pools continue to be the biggest outreach for this program. Funding helps them reach more individuals and supply sunscreen to locations with high numbers of individuals. The program's outcome is to reduce the incidence of skin cancer.

### **Western Kansas Child Advocacy Center (WKCAC)**

**Hays Child Advocacy Center** – In February 2016, as the result of an ever-increasing demand for services, WKCAC was able to establish a new fully staffed facility in Hays. This facility was imperative to ensure that children and families in Northwest Kansas received services in a comprehensive, coordinated, and timely fashion. Their project provides a holistic, trauma-informed response to child abuse, with the Forensic Interviewer and Child/Family Advocate as central figures in ensuring a supportive and compassionate approach from the very first contact. This professional works collaboratively with a broader team—including Art Facilitators, Mental Health Therapists, and Medical Staff—who all contribute to a well-rounded continuum of care. Each role serves a unique purpose in aiding the child's recovery and family's resilience, whether through forensic interviews, ongoing advocacy, therapeutic support, or creative expression. In 2024, WKCAC assisted 173 individuals and provided 555 services in Ellis County.

### **Western Kansas Association for the Concerns of the Disabled**

**Transportation Program** – The Transportation Work Voucher and Ticket Program has been designed to benefit the low income and residents with disabilities in Ellis County by providing transportation to and from work. They serve the people with the lowest incomes to help them find and maintain employment. In 2024, WKACD were able to assist 231 Individuals. With the rising cost of gas, the program has been a helpful tool for individuals to continue to travel to work.

**City of Hays  
Outside Agency  
2026 Budget Request Form**

**Date of Request:** May 7, 2025

**Name of Organization Requesting Funding:** \_\_\_\_\_ CARE Council \_\_\_\_\_

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**Amount of Request:** \$ 180,000 \_\_\_\_\_

**Brief Description of Request for Funding:** Social Service Funds support programs and services provided by health and human service organizations that compliment services provided by the City of Hays.

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**List outcomes for requested City funds:** The CARE Council recommends funding for 10 programs provided by 9 different agencies. The outcomes for each program are part of the MEMO to the Hays City Commission which is included with this application.

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**Has your organization received funding from the City of Hays before?** \_\_\_\_\_ YES \_\_\_\_\_

**If you answered “Yes”, please offer details of past funding by year including verification that the funds issued were used for the purpose intended:** An Eight Year History of Funding from the City of Hays is attached. With the 2011 budget request for Social Service Funds, the CARE Council began recommending funding based upon a program budget instead of providing general operating expenses for the health and human service agencies.

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**Will this funding request assist in offsetting municipal services? If so, how? \_\_\_\_\_**

Please refer to the attached MEMO.

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**Number of Hays citizens directly and indirectly affected with requested City funds: \_\_\_\_\_**

Please refer to the attached MEMO.

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**What actions will be taken if your funding request is denied or reduced this year and next? \_\_\_\_\_ Please refer to the attached MEMO.**

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**Contact Information (Who do we call if we have questions about this application?): \_\_\_\_\_**

Erica Berges, Executive Director, United Way of Ellis County at 785-628-8281

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**Who will be presenting your request at the City Commission Work Session on June 5, 2025? Brent Gerber, CARE Council Chair, Erica Berges, Executive Director, United Way of Ellis County**

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**Human Resource/Social Service Fund**

**City of Hays**

**8-year History**

AGENCY	2018	2019	2020	2021	2022	2023	2024	2025
<b>American Red Cross, Ellis Co. Chapter</b>								
Health and Safety	\$ 2,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Disaster Services	\$ 2,700.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services to the Armed Forces	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Biomedical Services (Blood Services)	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Big Brothers Big Sisters</b>								
Community/School Based Mentoring	\$ 20,200.00	\$ 21,200.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 18,000.00
<b>Cancer Council</b>								
Sunscreen Education Program	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
<b>CASA of the High Plains</b>								
CASA Program	\$ 10,672.00	\$ 11,672.00	\$ 10,000.00	\$ 10,383.00	\$ 10,500.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00
<b>First Call for Help</b>								
Information and Referral/Financial Aid	\$ 21,353.00	\$ 21,740.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,550.00	\$ 22,000.00
Transient Aid	\$ 6,958.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,700.00	\$ 8,700.00	\$ 8,150.00	\$ 8,000.00
<b>Options</b>								
Safe Shelter	\$ 5,317.00	\$ 5,317.00	\$ 5,317.00	\$ 5,317.00	\$ 5,317.00	\$ 5,300.00	\$ 6,300.00	\$ 10,000.00
<b>Hays Senior Center</b>								
Meal Site	\$ 10,000.00	\$ 11,571.00	\$ 13,800.00	\$ 13,800.00	\$ 13,800.00	\$ 13,750.00	\$ 15,000.00	\$ 15,000.00
<b>DSNWK Access Transportation</b>								
ACCESS Transportation	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 77,732.50	\$ 75,250.00	\$ 77,000.00	\$ 80,000.00
<b>WKS Association on the Concerns of the Disabled</b>								
Transportation to Work Voucher	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
<b>Western Kansas Child Advocacy Center</b>								
Hays Advocacy Center			\$ 8,383.00	\$ 8,000.00	\$ 6,053.50	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00
<b>Center for Life Experience</b>								
Group Leader/Facilitator			\$ 3,000.00	\$ 3,000.00	\$ 3,397.00	\$ 3,500.00	\$ -	\$ -
<b>TOTAL FUNDS</b>	<b>\$ 164,000.00</b>	<b>\$ 164,000.00</b>	<b>\$ 168,000.00</b>	<b>\$ 168,000.00</b>	<b>\$ 168,000.00</b>	<b>\$ 170,000.00</b>	<b>\$ 170,000.00</b>	<b>\$ 180,000.00</b>



# CARE Council

## Project Budget Form

Agency: Cancer Council of Ellis County, Inc.

Project Name: Sunscreen Education

Project Expenses		
List Project Expenses (be specific)	Total Amount	Requested \$
150 Spray Sunscreen @ \$8	1200	\$1,000.00

\*Total Project Expenses:   
Total Funds Requested:

Project Revenue		
Description of Revenue		Amount \$
United Way Funding		
City of Hays Funding		\$1,000.00
Ellis County Funding		
Donations, fundraisers and memorials		\$200.00

\*Total Project Revenue:   
\* Revenue & Expense Totals should match.

## PA's for Larks Game

The Cancer Council of Ellis County is located at 701 Riley St. and have been serving the people of Ellis County for 38 years. Call us at 785-625-6653 for more information about our services. We are your local cancer support agency.

The Mission of the Cancer Council of Ellis County is to provide services to individuals and families affected by cancer. We are a United Way of Ellis County Agency. All funding remains in Ellis County to help Ellis County residents.

The Cancer Council of Ellis County serves the people of Ellis County dealing with cancer by giving financial assistance, nutritional supplements and equipment loans. We also have sunscreen dispensers available for your outdoor events. The sunscreen program is funded, in part by the City of Hays.

Crispy skin is only for pork rinds! Staying sun safe is simple.....SLIP on a shirt. SLOP on sunscreen. SLAP on a hat. WRAP on sunglasses. More than 90% of skin cancer is caused by sun exposure. This program is funded, in part by the City of Hays.



# CARE Council

## Project Budget Form

Agency: CASA of the High Plains

Project Name: Pathways to Permanency

Project Expenses		
List Project Expenses (be specific)	Total Amount	Requested \$
Executive Director Salaried Pay and Payroll Taxes	\$59,000.00	
Staff travel: \$7000 per 1 year	\$7,000.00	
Office supplies: \$2500 per 1 year	\$2,500.00	
Telephone: \$3400 per 1 year	\$3,400.00	
Postage & Shipping	\$200.00	
Directors Training	\$2,000.00	
Rent: \$6600 per 1 year	\$6,600.00	
Utilities: \$2000 per 1 year	\$2,000.00	
Equipment & repair	\$1,000.00	
Insurance: \$2400 per 1 year	\$2,400.00	
Accounting expenses: \$9900 per 1 year	\$9,900.00	
Dues and Subscriptions	\$4,500.00	
Other	\$8,800.00	

\*Total Project Expenses: \$109,300.00  
Total Funds Requested: \$0.00

Project Revenue		
Description of Revenue		Amount \$
United Way Funding		\$25,000.00
City of Hays Funding		\$15,000.00
Ellis County Funding		\$6,000.00
Fundraising Efforts		\$30,000.00
Other county income		\$9,750.00
Kansas Permanent Family Fund		\$3,000.00
State of Kansas, KGGP		\$10,500.00
Outside donations and other fundraising activities		\$10,050.00

\*Total Project Revenue: \$109,300.00  
\* Revenue & Expense Totals should match.



**CASA of the High Plains, Inc.**  
107 W 13<sup>th</sup> Street  
Hays, Kansas 67601  
785-628-8641  
[casarhighplains@kansascasa.org](mailto:casarhighplains@kansascasa.org)

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**Official Letterhead.**

CASA of the High Plains would like to express our sincere gratitude to the City of Hays Care Council for the generous funding they've provided to our program. Your commitment to supporting our initiative profoundly impacts our ability to serve the children of our community.

When giving presentations as Director, I am sure to note your agencies support of this program. We share your Facebook notices on our page, and list you on our newly created website. Where appropriate, your agencies are noted on our printed materials, as well.

We look forward to continuing our joint efforts in making a positive difference in the lives of the children in the 23<sup>rd</sup> Judicial District. Your investment in our program is an encouragement to all of us here and fuels our enthusiasm to seek new avenues for community betterment.

Once again, a sincere thank you for your contribution to our cause!

*Jan Johnson*  
Executive Director  
CASA of the High Plains



*Serving Ellis, Rooks, Trego, and Gove Counties.*  
Funded in part by the United Way of Ellis County, the City of Hays,  
and the Kansas Permanent Families Fund distributed by the Office of Judicial Administration.

CHANGE A  
CHILD'S  
STORY.



# CARE Council

## Project Budget Form

Agency: Developmental Services of Northwest Kansas, Inc.

Project Name: ACCESS Public Transportation

Project Expenses		
List Project Expenses (be specific)	Total Amount	Requested \$
Gas & Oil	\$55,000.00	\$7,557.00
Repair to Vehicles	\$45,000.00	\$6,183.00
Vehicle Title Fees	\$700.00	\$96.00
Insurance - Vehicles	\$32,000.00	\$4,397.00
Supplies/Photocopy/Printing/Postage	\$5,255.00	\$1,391.00
Communications	\$10,046.00	\$1,380.00
Utilities	\$14,800.00	\$1,099.00
Repair and Maintenance	\$11,900.00	\$1,933.00
Memberships, Dues, Licenses	\$250.00	\$67.00
Advertising	\$1,200.00	\$156.00
Insurance - Buildings & Grounds	\$27,000.00	\$2,473.00
Mitchell Software, Vehicle Repair Software & Dispatching System	\$27,078.00	\$3,628.00
Staff Development/Recruitment	\$925.00	\$231.00
Legal & Accounting	\$17,000.00	\$1,557.00
Replacement Vans	\$0.00	\$0.00
Capital Grant Expenditures (replacement cameras on buses)	\$2,500.00	\$343.00
Office Chairs	\$1,000.00	\$91.00
Personnel Salaries and Fringe Benefits	\$589,668.00	\$67,418.00

\*Total Project Expenses: \$841,322.00

Total Funds Requested: \$100,000.00

Project Revenue		
Description of Revenue		Amount \$
United Way Funding	\$0.00	
City of Hays Funding	\$100,000.00	\$100,000.00
Ellis County Funding	\$60,000.00	
Section 18	\$550,980.00	
KDOT - Vehicle Grant	\$0.00	
KDOT - Capital Grant	\$0.00	
Contract Revenue	\$38,640.00	
Transportation Fares	\$72,000.00	
Vending Machine Income	\$1,580.00	
Interest Income	\$8,600.00	
Cash from Reserves	\$9,522.00	

\*Total Project Revenue: \$841,322.00

Total Funds Requested: \$100,000.00

\* Revenue & Expense Totals should match.

# Rider Information Handbook



## DSNWK / ACCESS General Public Transportation

November 2024

### GENERAL PUBLIC TRANSPORTATION FOR THE CITY OF HAYS AND ELLIS COUNTY.

*DSNWK/ACCESS Public Transportation's goal is to deliver the highest quality public transportation service within Ellis County.*

*We will strive to increase our ridership in response to the continued growth of the area, to aid in and contribute to a growing Ellis County economy and improve the quality of life for the whole community.*



## **About The Agency**

DSWK / ACCESS General Public Transportation (ACCESS) is a non-profit organization funded by several organizations, Developmental Services of Northwest Kansas, Kansas Department of Transportation, City of Hays, Ellis County, and Fort Hays State University. Daily operations are conducted by the Transportation Manager, Lead Dispatcher, office staff, a dispatch team, a team of carefully trained drivers and service technicians.

## **Service Area**

The service area is the City of Hays and all of Ellis County, Kansas.

## **Who Can Ride The Bus?**

Service is available to the general public. ACCESS is committed to offering courteous, safe, and reliable service for all riders, without regard for race, gender, age, or disability. Seat belts must be worn at all times when riding ACCESS.

## **Days And Times Of Operation**

ACCESS General Public Transportation is an on demand response service from 6:00 am to 10:00 pm, Monday through Friday and starting November 30, 2024 the operating hours for Saturday and Sunday will be from 6:00 am to 4:00pm. To request a ride, call 785-628-1052. To insure a ride we ask that client's book as soon as possible since ACCESS rides are booked on a first come first served basis. Rides may be booked out two weeks in advance.

ACCESS will observe these holidays and no service will be available: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.

Tiger Transport operates on Wednesday, Friday and Saturday from 12:00 pm to 5:00 pm. Pickups will be from FHSU (corner of Dwight and Custer at the bus stop), Walmart (north entrance) every 15 minutes. During the summer months of June and July, Tiger Transport only operates on

The public services provided include:

ACCESS

Tiger Transport (Free)

## About US



**ACCESS**  
*Transportation*  
DEVELOPMENTAL SERVICES  
OF NORTHWEST KANSAS, INC.

ACCESS provides on demand transportation in Hays and Ellis County. The local funding source for ACCESS is the City of Hays and Ellis County.



# DSWK benefits from the support of the United Way of Ellis County and the CARE Council

By Steve Keil

DSWK

Developmental Services of Northwest Kansas is grateful to announce that The United Way of Ellis County has allocated \$28,000 for the Job Placement Follow-along program for the FY 2024 budget year. Follow-along services are provided to individuals who complete DSWK's Job Placement Program for support to maintain employment and for additional training in the future. DSWK's Job Placement Follow-along program can provide timely support before the individual loses their employment and helps reduce the dollars spent on job procurement, training new employees, and unemployment or disability payments.

The United Way of Ellis County

has also allocated \$35,000 to DSWK's Kid-Link program for its Early Intervention Services for FY 2024. The DSWK Kid-Link Early Intervention Program provides a system of services to help infants and toddlers from birth to age three who have a developmental delay, diagnosed disability, or are at risk for a developmental delay including vision and hearing impairments. Through early intervention services, DSWK's Kid-Link program can also help reduce the educational costs by minimizing the need for special education services.

 ACCESS Public Transportation was informed by the CARE Council of Ellis County that they have recommended an allocation to the Hays City Commission for an award of \$80,000 for

transportation services from the City of Hays Social Service Funds for the 2025 budget. ACCESS provides general public transportation services to the people of Hays and Ellis County.

DSWK would like to thank the United Way of Ellis County, and all who give to the United Way, for their continued support of people with developmental disabilities and to the Care Council for recommending an allocation to the City of Hays for ACCESS general public transportation.

DSWK is a 501c3 nonprofit organization serving 18 counties in northwest Kansas with a mission to advocate for persons with disabilities and those who care about them by planning and supporting a life of dignity, interdependence, and personal satisfaction in the community.

Hays Daily News Article



# Hays Post

## DSWK benefits from support of United Way of Ellis County, CARE Council

Posted Mar 08, 2024 4:30 AM

Submitted

Developmental Services of Northwest Kansas is grateful to announce that The United Way of Ellis County has allocated \$28,000 for the Job Placement Follow-along program for the FY 2024 budget year. Follow-along services are provided to individuals who complete DSWK's Job Placement Program for support to maintain employment and for additional training in the future. DSWK's Job Placement Follow-along program can provide timely support before the individual loses their employment and helps reduce the dollars spent on job procurement, training new employees, and unemployment or disability payments.

The United Way of Ellis County has also allocated \$35,000 to DSWK's Kid-Link program for its Early Intervention Services for FY 2024. The DSWK Kid-Link Early Intervention Program provides a system of services to help infants and toddlers from birth to age three who have a developmental delay, diagnosed disability, or are at risk for a developmental delay including vision and hearing impairments. Through early intervention services, DSWK's Kid-Link program can also help reduce the educational costs by minimizing the need for special education services.



ACCESS Public Transportation was informed by the CARE Council of Ellis County that they have recommended an allocation to the Hays City Commission for an award of \$80,000 for transportation services from the City of Hays Social Service Funds for the 2025 budget.<sup>7</sup> ACCESS provides general public transportation services to the people of Hays and Ellis County. DSWK would like to thank the United Way of Ellis County, and all who give to the United Way, for their continued support of people with developmental disabilities and to the Care Council for recommending an allocation to the City of Hays for ACCESS general public transportation.



# INSIDE

# dsnwk

Volume 38 - No.9 - April 26, 2024

## Dancing Together for DSNWK raises over \$20,000!

A check for over \$20,000 was presented by Alyssa Dechant with Styles Dance Center on Friday, March 22nd. The donation was made through the efforts of the popular Dancing Together for DSNWK event held on February 25th at Beach Schmidt Performing Arts Center in Hays.



Styles has hosted the event for several years with this year raising the most money of any other year. A large raffle with a variety of donated prizes was also a contributing factor to the success of the recital.

36 individuals served by DSWK participated in the recital which featured dances by both the dancers at Styles as well as special group dances featuring individuals served by DSNWK.

"We fell in love with doing this show and fell in love with DSNWK," said Dechant. "It just continues to get better every year and it's something we all look forward to doing."

## Kober is DSNWK's new MGPGO

DSNWK is pleased to announce the hiring of Adam Kober as its Major Gifts and Planned Giving Officer. Kober began his duties with DSNWK on March 28th.



Adam will be responsible for the development and cultivation of prospective donors for major gifts, capital campaigns, endowment contributions, and donor relationships. He will oversee the development, implementation, and administration of the Planned Giving Program.

"I am excited to work for DSNWK once again serving individuals, states Kober. "I am passionate about this new opportunity to grow our organization via Gifts, Planned Giving, and beyond. I look forward to the opportunities ahead where I hope to meet you!"

If you have any questions you can contact Adam at 785-621-5327 or email him at adam\_kober@mydsnwk.org.



Jerry Michaud and Allen Schmidt proudly present a book clock to DSNWK's newest Legacy Society member, Darrell Seibel.

# DSNWK continues to win grant awards!

## Sheridan and Norton County Community Foundations

DSNWK will be getting a Hoyer Portable Lift System for both its Hoxie and Norton locations thanks to the generosity of the Sheridan County Community Foundation and Norton County Community Foundation. Both are Affiliates of the Greater Northwest Kansas Community Foundation, and Dane G. Hansen Foundation. The lift systems will be utilized at Frontier Developmental Center and Hoxie Developmental Center.

This special lift and sling will support staff who need to perform transfers of individuals in services who require routine lifting and transferring to help them navigate their environment and meet their daily needs. The lift will also enable a single staff member to perform transfer supports with reduced physical stress and risk of injury.

## The United Way of Ellis County and CARE Council

The United Way of Ellis County has allocated \$28,000 for the Job Placement Follow-along program for the FY 2024 budget year. Follow-along services are provided to individuals who complete DSNWK's Job Placement Program for support to maintain employment and for additional training in the future. The program can provide timely support before the individual loses their employment and helps reduce the dollars spent on job procurement, training new employees, and unemployment or disability payments.

The United Way of Ellis County has also allocated \$35,000 to DSNWK's Kid-Link program for its Early Intervention Services for FY 2024. This program provides a system of services to help infants and toddlers from birth to age three who have a developmental delay, diagnosed disability, or are at risk for a developmental delay including vision and hearing impairments. Through early intervention services, DSNWK's Kid-Link program can also help reduce the educational costs by minimizing the need for special education services.



ACCESS Public Transportation was informed by the CARE Council of Ellis County that they have recommended an allocation to the Hays City Commission for an award of \$80,000 for transportation services from the City of Hays Social Service Funds for the 2025 budget. ACCESS provides general public transportation services to the people of Hays and Ellis County.

## Midwest Energy

A \$1,000 grant was received from Midwest Energy, Inc. to be used to purchase books for DSNWK's Kid-Link program. These books will be provided to parents and caregivers which will offer opportunities for engagement and guidance with children, such as potty training and speech language concerns.

"This will be a great benefit to the approximately 175 children that we serve in eight counties," states Tammy Dreiling, DSNWK Family Services Manager. "This will allow us to provide books to parents and children for the next year."

Inside  
DSNWK

If you would prefer not to receive this letter in the future, please send us your name and address to P.O. Box 310, Hays, KS 67601 or email us at: [comments@mydsnwk.org](mailto:comments@mydsnwk.org) with a note requesting to be removed from our mailing list. If you would prefer to receive this newsletter by email, send us your email address. Thank you.

## Project Budget Form

**Project Title:** Hays Senior Center

**Agency:** Hays Senior Center

### *Project Expenses*

List Project Expenses (be specific)	Total Amount	Requested \$
Rent	\$ 29,400.00	\$ 32,000.00
contract labor	\$ 26,220.00	\$ 27,500.00
Utilities	\$ 9,000.00	\$ 9,300.00
Office supplies	\$ 450.00	\$ 450.00
Repairs & maintenance	\$ 1,150.00	\$ 1,275.00
insurance	\$ 1,200.00	\$ 1,300.00
accounting fees	\$ 200.00	\$ 250.00
activity supplies	\$ 300.00	\$ 350.00
Manager/director (mileage reimbursement)	\$ 600.00	\$ 600.00
USPS (box rent)	\$ 175.00	\$ 182.00
Hays Cof C (3 tickets)	\$ 50.00	\$ 50.00
KS Secretary of State	\$ 100.00	

\*Total Project Expenses: \$68,845.00

Total Funds Requested: \$73,257.00

### *Project Revenue*

Description of Revenue	Secured \$	Applied For \$
	Budgeted funds, gifts received, etc	(Grants, Pending donations)
United Way Funding	\$ 10,000.00	\$ 12,500.00
City of Hays Funding (if applicable)	\$ 15,000.00	\$ 17,500.00
Other donations	\$ 2,144.00	\$ 2,144.00
Ellis County	\$ 37,115.00	\$ 40,693.00
bank interest	\$ 420.00	\$ 420.00

\*Total Project Revenue: \$64,679.00

Total Funds Requested: \$73,257.00

\* Revenue & Expense Totals should match.

**HAYS SENIOR CENTER, Inc.**

2450 E. 8<sup>th</sup> Street P O Box 483

Hays, KS 67601

**June 8, 2021**

Executive board meeting was called to order at 12:30 p.m. by Guy Windholz, president.

**PRESENT:** Erroll Wuertz, Diane Waldschmidt, Billie McCall, Guy Windholz, Jane Dopheide, Jennifer Oborny and Scott Braun via speaker phone.

**Absent:** Lee Madden for just cause. Our bookkeeper is providing the financial reports on behalf of Lee and she and Guy monitor and collect the mail from our box at the Hays Post Office.

**Old Business:** Tuesday May 18<sup>th</sup>, Scott Braun and Jennifer Oborny met with the County Council on Aging regards requests for County Funding for 2022 and was well received by those council members who were gratified by the progress and efforts that have been done over the past year.

**NEW Business:** Met in executive session with Vickie Thyfault to discuss matters of pay, and hours of work for the Senior Center. Reviewed Vickie duties as pertains to meal site program.

Diane's leave for medical shoulder surgery and her last chance to be able to attend after this meeting and her desire to relinquish position as President but still be involved in advisory capacities.

Plan is for discussions on July 13<sup>th</sup> is hiring for position of Senior Center manager and discuss option of when the Center can open and alert the general public.

Update the board for an approval to enter into an agreement for contracted Janitorial / cleaning services from Ray Makings.

Discuss who can attend a United Way promotional interview meeting at the Sr Ctr. To be done on Friday the 9<sup>th</sup> of July.

Discuss at the July meeting who can attend a program by the United Way on July 31<sup>st</sup> related to more inclusion of the Hispanic community with senior care and relations with the Senior Center.

Meet with Ray Makings on other potential contracted duties for the Senior Center.

It was moved by Errol and seconded by Jane to adjourn the meeting at 1:08 PM

Submitted by Jane Dopheide, Rec. Secretary

**PRIMARY SOURCE FUNDING ELLIS CO. SECONDARY FUNDING CITY OF HAYS**



# CARE Council

## Project Budget Form

Agency: Western Kansas Child Advocacy Center (WKCAC)

Project Name: Project Haven: Building Safe Futures One Child at a Time

### Project Expenses

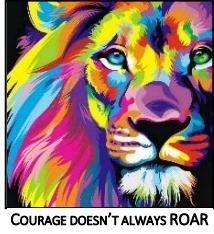
List Project Expenses (be specific)	Total Amount	Requested \$
Child/Family Advocate-Forensic Interviewer Salary & Benefits	49,166	\$22,026.00
Hays CAC: Utilities, Insurance, Maintence, Phones	21396	\$12,000.00

\*Total Project Expenses: \$70,562.00  
Total Funds Requested: \$34,026.00

### Project Revenue

Description of Revenue	Amount \$
United Way Funding 2025	\$12,026.00
City of Hays Funding 2026	\$12,000.00
Ellis County Funding 2026	\$10,000.00

\*Total Project Revenue: \$34,026.00  
\* Revenue & Expense Totals should match.



Western Kansas Child Advocacy Center  
212 E. 5<sup>th</sup>  
Scott City, KS 67871  
620-872-3706



"This project/program/agency is funded, in whole or in part, by the City of Hays."



# CARE Council

## Project Budget Form

Agency: Kansas Big Brothers Big Sisters serving Ellis County

Project Name: One-To-One Mentoring Program

<b>Project Expenses</b>		
List Project Expenses (be specific)	Total Amount	Requested \$
Background Checks: \$28.00 x 62 new volunteers	\$1,736.00	\$695.00
Postage: program processes, match support, event invites	\$500.00	\$200.00
Office Supplies: paper, envelopes, labels, etc.	\$250.00	\$100.00
Volunteer Appreciation: food, beverages, gifts, etc.	\$300.00	\$120.00
Advertising: print media, social media, radio, etc.	\$500.00	\$200.00
Personnel Budget: (see Personnel Budget-2025-KSBBBS Form)	\$178,080.00	\$66,000.00

\*Total Project Expenses: \$181,366.00

Total Funds Requested: \$67,315.00

<b>Project Revenue</b>		
Description of Revenue		Amount \$
United Way Funding		\$42,315.00
City of Hays Funding		\$20,000.00
Ellis County Funding		\$5,000.00
Taste of Hays: Fundraising event in January 2025		\$12,000.00
For Kids Sake: Fundraising Bowling Event/Campaign in May 2025		\$32,000.00
Hays Duck Derby: Fundraising Event in August 2025		\$40,051.00
Nex-Tech Golf Tournament: Nex-Tech Hosted Fundraising Event in October 2025		\$15,000.00
Give Gratefully: Year End Giving Campaign		\$15,000.00

\*Total Project Revenue: \$181,366.00

\* Revenue & Expense Totals should match.

# grateful and thankful

for our Kansas Big Brothers Big Sisters Sponsors!

## Platinum Sponsors (\$10,000 & up)

Eagle Communications  
Schmidt Foundation  
Midwestern Pipeworks - Gary & Lou Ann Geist  
Nex-Tech  
United Way of Ellis County  
City of Hays

## Gold Sponsors (\$9,999 - \$5,000)

Cervs  
Ellis County  
Lewis Automotive Group of Hays  
Lifetime Dental Care - Dr. Jeffrey & Jana Lowe

## Silver Sponsors (\$4,999 - \$2,500)

Bank of Hays  
Todd & Andrea Sandoval  
Darrell Seibel  
Gary & Mary Ann Shorman  
UMB Bank  
Tim & Sandee Werth  
Werth Wealth Management

## Bronze Sponsors (\$2,499 - \$1,000)

Advantage Glass Plus of Hays	J-Corp Construction
APAC	Kiwanis Club of Hays
Astra Bank	Kansas Fiber Net
Auto World	Kuehl Enterprises
Axis Communications	NRTC
John & Tonya Booze	Nex-Tech Wireless
Bruckner's Truck & Equipment	Palladin Technologies
Brungardt Oil & Leasing	Patrick & Kathleen Parke
Calix	Pepsi Co.
Centennial Lanes	PWC, Inc.
City of Ellis	Verlin & Elaine Pfannenstiel
Jeff & Marla Copper	Precision Valley Golf & Bike Center
Cornerstone Orthodontics	Production Drilling
D&L Body Shop	Robert Brogden's Hays GMC
Stan & Carol Dreiling	Roy Construction Company
Enersys	RVW
Farnsworth Law	Smoky Hill Financial Group
Garrison Family Fireworks	Sunflower Bank
Great Plains Dermatology	Dan & Mary Kay Schippers
Gutierrez Mexican Restaurant	Gary & Jessie Short
Happy's Auto	Kevin & Jo Swayne
Hays Chevrolet	Teget Foundation
Hays Lions Club	Thirsty's Brew Pub & Grill
Herrman Physical Therapy	Truss Craft Structural Components
High Plains Farm Credit	Turn-Key Property Solutions
Insurance Planning, Inc.	Walmart

## Print Sponsor

Northwestern Printers - Josh & Shauna Zweifel

## Sign Sponsor

Commercial Sign Co.



# GIVE gratefully

## Meet Cassy & Jerica

Alumni match Cassy and Jerica met in 2007. Cassy immediately felt a connection to Jerica, who at 11, was struggling with the unexpected loss of her father—a heartbreak Cassy understood all too well. Cassy knew this was the girl she was going to be a Big to.

With Cassy's mentorship and guidance, Jerica learned that it was okay to feel her feelings. Through lunch dates and hours of conversation a close friendship formed during the five years they were matched – a friendship which has continued to grow beyond their time with KSBBBS.

"Cassy has been there on my toughest days and some of my best. She helped shape me as an individual, wife, and mother," says Jerica. Both Cassy and Jerica agree, their match brought strength, healing, and a lifelong friendship that has changed each of their lives for the better, forever.



I am so proud of the woman that Jerica is. She's a wonderful mother, she's a wonderful wife, but it's more than that. She's one of the strongest people I know...She's my sister and I think it will always feel that way.

Cassy, Alumni Big Sister

KANSAS  
**Big Brothers Big Sisters**  
ELLIS COUNTY



4kidsake.org/gg

# In this together for the youth of our community!

Meet a few of our Littles who are waiting for a mentor. Your generous gift can help a deserving Little like alumni Little Sister, Jerica, realize their potential and build toward a bright future with the help of a 1:1 mentor and friend.



"I want to go to the arcade with my Big."

**Kenny, 10**  
Future Police Officer



"I want a Big who will listen and talk to me."

**Keiara, 15**  
Future Paleontologist



"I want my Big to know I like playing basketball and reading books!"

**Matteo, 8**  
Future Scientist



"I want to play kickball with my Big!"

**Atlas, 7**  
Future Ninja



"I want my Big to know that I'm a good listener."

**McKaylla, 16**  
Future Photographer



"I want to share my interests with my Big!"

**Aidan, 14**  
Future Biochemist

## Project Budget Form

**Project Title:** Transportation Work Voucher Ticket Program

**Agency:** Western Kansas Association on the Concerns of the Disabled

### **Project Expenses**

List Project Expenses (be specific)	Total Amount	Requested \$
Salaries	\$12,567.46	\$3,000.00
Payroll Taxes	\$842.63	0
Occupancy	\$4,000.00	\$1,600.00
Communication Fax phone internet	\$2,345.91	\$1,156.50
Postage	\$600.00	\$180.00
Printing	\$987.00	\$267.50
Office supplies	\$3,000.00	0
Direct Client Assistance	\$34,800.00	\$21,000.00
Accounting	\$700.00	0
Contract Services	\$700.00	0

\*Total Project Expenses: \$60,543.00

Total Funds Requested: \$27,204.00

### **Project Revenue**

Description of Revenue	Secured \$	Applied For \$
	Budgeted funds, gifts received, etc	(Grants, Pending donations)
United Way Funding	\$23,000.00	\$23,000.00
City of Hays Funding (if applicable)	\$5,000.00	\$5,000.00
Grants	\$2,800.00	\$2,800.00
Grants	\$3,000.00	\$3,000.00
Rep fees	\$9,500.00	\$9,500.00
Pour over from stocks	\$10,000.00	\$10,000.00
Donations	\$7,243.00	\$7,243.00

\*Total Project Revenue: \$60,543.00

Total Funds Requested \$60,543.00

\* Revenue & Expense Totals should match.



Western Kansas Association on the Concerns of the Disabled  
105 E. 27<sup>th</sup> Ste A • Hays, Kansas 67601 • (785) 621-2315  
*Access + Opportunity = Independence*

---



United Way of Ellis County A United Way Agency





## Project Budget Form

Agency: First Call for Help of Ellis County

Project Name: Local Assistance

### Project Expenses

List Project Expenses (be specific)	Total Amount	Requested \$
Dues/Subscriptions (Website, Chamber Membership, Network for Good)	\$ 2,475.00	
Insurance (Liability, Property, Workers Compensation)	\$ 4,950.00	
Occupancy Costs (Facility, Utilities, Maintenance)	\$ 4,125.00	
Office Equipment/Service (CK Technologies-Hosting/Support, Office Products Inc.)	\$ 8,331.95	
Office Supplies (Paper, Printer Ink, Bathroom Supplies, Printers, Mailing Supplies)	\$ 1,540.00	
Drug/Alcohol Screening (Clients applying to live in transitional housing have to be screened)	\$ 1,000.00	\$ 1,000.00
Advertising/Marketing	\$ 275.00	
Professional/Legal (Adams Brown)	\$ 2,475.00	
Fundraising Expenses	\$ 1,980.00	
Direct Client Assistance (Assistance towards rent/utility payments for clients)	\$ 13,750.00	
Meals-First Step Housing	\$ 240.00	
Personnel/Benefits (Payroll - Benefits found on personnel budget)	\$ 57,750.00	\$ 57,750.00

*Total Project Expenses:	\$98,891.95
Total Funds Requested:	\$58,750.00

### Project Revenue

Description of Revenue	Amount \$
Dues/Subscriptions (Website, Chamber Membership, Network for Good)	\$ 2,475.00
Insurance (Liability, Property, Workers Compensation)	\$ 4,950.00
Occupancy Costs (Facility, Utilities, Maintenance)	\$ 4,125.00
Office Equipment/Service (CK Technologies-Hosting/Support, Office Products Inc.)	\$ 8,331.95
Office Supplies (Paper, Printer Ink, Bathroom Supplies, Printers, Mailing Supplies)	\$ 1,540.00
Drug/Alcohol Screening (Clients applying to live in transitional housing have to be screened)	\$ 1,000.00
Advertising/Marketing	\$ 275.00
Professional/Legal (Adams Brown)	\$ 2,475.00
Fundraising Expenses	\$ 1,980.00
Direct Client Assistance (Assistance towards rent/utility payments for clients)	\$ 25,000.00
Meals-First Step Housing	\$ 240.00
Personnel/Benefits (Payroll - Benefits found on personnel budget)	\$ 57,750.00
United Way Funding	\$32,000.00
City of Hays Funding	\$23,700.00
Ellis County Funding	\$2,050.00
City/County Alcohol Tax	\$1,000.00

*Total Project Revenue:	\$58,750.00
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\* Revenue & Expense Totals should match.



### Project Budget Form

Agency: First Call for Help of Ellis County

Project Name: Transient Aid

#### **Project Expenses**

List Project Expenses (be specific)	Total Amount	Requested \$
Dues/Subscriptions (Website, Chamber Membership, Network for Good)	\$ 675.00	
Insurance (Liability, Property, Workers Compensation)	\$ 1,350.00	
Occupancy Costs (Facility, Utilities, Maintenance)	\$ 1,125.00	
Office Equipment/Service (CK Technologies-Hosting/Support, Office Products Inc.)	\$ 1,530.00	
Office Supplies (Paper, Printer Ink, Bathroom Supplies, Printers, Mailing Supplies)	\$ 420.00	
Drug/Alcohol Screening (Clients applying to live in transitional housing have to be screened)	\$ 1,000.00	
Advertising/Marketing	\$ 75.00	
Professional/Legal (Adams Brown)	\$ 675.00	
Fundraising Expenses	\$ 540.00	
Direct Client Assistance (Assistance towards rent/utility payments for clients)	\$ 3,750.00	
Personnel/Benefits (Payroll - Benefits found on personell budget)	\$ 15,750.00	\$ 9,000.00

\*Total Project Expenses: \$26,890.00

Total Funds Requested: \$9,000.00

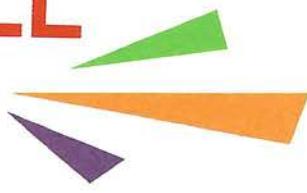
#### **Project Revenue**

Description of Revenue	Amount \$
Dues/Subscriptions (Website, Chamber Membership, Network for Good)	\$ 675.00
Insurance (Liability, Property, Workers Compensation)	\$ 1,350.00
Occupancy Costs (Facility, Utilities, Maintenance)	\$ 1,125.00
Office Equipment/Service (CK Technologies-Hosting/Support, Office Products Inc.)	\$ 1,530.00
Office Supplies (Paper, Printer Ink, Bathroom Supplies, Printers, Mailing Supplies)	\$ 420.00
Drug/Alcohol Screening (Clients applying to live in transitional housing have to be screened)	\$ 1,000.00
Advertising/Marketing	\$ 75.00
Professional/Legal (Adams Brown)	\$ 675.00
Fundraising Expenses	\$ 540.00
Direct Client Assistance (Assistance towards rent/utility payments for clients)	\$ 3,750.00
Personnel/Benefits (Payroll - Benefits found on personell budget)	\$ 15,750.00
United Way Funding	
City of Hays Funding	\$9,000.00
Ellis County Funding	

\*Total Project Revenue: \$9,000.00

\* Revenue & Expense Totals should match.

# FIRST CALL FOR HELP



P: 785-623-2800

F: 785-623-4590

[info@firstcallelliscounty.com](mailto:info@firstcallelliscounty.com)

607 E 13th Street

Hays, KS 67601



Programs funded in part by:



We appreciate our funders!

Donate now to help make a difference!

First Call for Help of Ellis County  
607 E 13th Street  
Hays, KS 67601  
785-623-2800

[www.firstcallelliscounty.com](http://www.firstcallelliscounty.com)





10

**LAUNDRY LOVE**

11

**FIRST STEP HOUSING**

12



13



14



**Funded by:**

**United Way**  **CITY OF Hays** 

**Ellis County Ministerial Alliance** 

Many grants & donors (churches, businesses, individuals, etc.)

Click to add notes

### Project Budget Form

**Project Title:** Safe Shelter Project

**Agency:** Options: Domestic & Sexual Violence Services

<b>Project Expenses</b>		
List Project Expenses (be specific)	Total Amount	Requested \$
Household goods such as paper products, dishes, linens, cleaning supplies, etc.	\$ 1,478.77	\$ 1,197.57
Food for residents to cook & eat while in shelter and while accessing emergency accomodations	\$ 3,000.00	\$ 3,000.00
Bus tickets, hotel, food, fuel to flee, Access bus tickets, medicine, clothing, hygiene products, lock replacement, first month's rent, first month's utilities, moving expenses, etc.	\$ 15,000.00	\$ 1,934.00
Plumbing repairs, repair/replace broken fixtures, normal upkeep on building, lawn care, snow removal, bedbug spray, pest control etc.	\$ 18,682.22	\$ 2,000.00
Shelter Communication	\$ 4,532.40	\$ -
Shelter Utilities	\$ 6,150.00	\$ -
Background checks	\$ 325.00	\$ 325.00
Bank fees, licences, software to operaate the shelter	\$ 11,130.00	\$ 11,130.00
Audit	\$ 8,100.00	\$ -
Personnel (detail provided on Personnel Budget)	\$ 446,931.87	\$ 17,913.43

*Total Project Expenses:	\$515,330.26
Total Funds Requested:	\$37,500.00

<b>Project Revenue</b>		
Description of Revenue	Secured \$	Applied For \$
	Budgeted funds, gifts received, etc	(Grants, Pending donations)
United Way Funding	20,000.00	
City of Hays Funding (if applicable)	7,500.00	
Ellis County	10,000.00	
24-VOCA	2,589.72	
24-FVPSA	3,204.72	
25-SGF	15,000.00	
FVPSA-DV/SV-06	3,371.15	

*Total Project Revenue:	\$24,165.59
Total Funds Requested	\$37,500.00
<b>* Revenue &amp; Expense Totals should match.</b>	
\$491,164.67	



# The *CARE* Council

"A Partnership for Building a Better Tomorrow"

**Chair**  
Brett Gerber

**Ellis County  
Appointees**

Dr. Gary Brinker

Kelly Lewis

John Braun

Natalie Ellis

**City of Hays  
Appointees**

Brett Gerber

Hali Bielser

Amy Schaffer

Cindy Elliot

**United Way of Ellis  
County**

Jaden Richardson

Aaron Ladd

Sarah Dreiling

Lisa Keever

## MEMO

TO: Hays City Commission  
FROM: Brett Gerber, Chair  
The CARE Council  
DATE: May 7, 2025  
RE: Request for 2026 Funding from Special Alcohol Tax Fund

The CARE Council requests that the Hays City Commission budget \$60,000 in Special Alcohol Tax Funds for 2026.

The budget request of \$60,000 provides a continuum of services (prevention, intervention, and treatment), which the Council believes is the best use of these funds. The CARE Council believes the local agencies provide quality services and are fiscally sound.

The CARE Council believes money invested in the continuum of services benefits the City of Hays. With increased incomes, individuals have more purchasing power. With a decrease in repeat offenses, law enforcement is not stretched too thin. By encouraging and developing healthy behaviors, our children will grow up to be more productive citizens.

The CARE Council used the following priorities established by the Hays City Commission in evaluating the applications for Alcohol Tax Funds:

1. Quality of programs as demonstrated through the application for funding;
2. Agencies who serve City of Hays residents and provide services to indigent clients as well as self-paying and insured clients;
3. Programs showing evidence of coordination with existing agencies that have alcohol abuse programs;
4. Agencies that demonstrate they refer compromised individuals to recognized and accredited programs; and,
5. Number of clients served.

The CARE Council recommends the following distribution of City of Hays Alcohol

**DREAM, Inc.**

Intervention Treatment Program	\$35,000
--------------------------------	----------

**Smoky Hill Foundation for Chemical Dependency, Inc.**

Primary Outpatient Treatment Program	\$11,000
YES Program	\$ 4,000
Peer Mentoring	\$10,000

**DREAM, Inc.**

**Intervention Treatment Program** – Alcohol Tax Funds allow this agency to offer the only intensive services for teens and their families as well as specialized services for children of addicted families. Special Alcohol Tax Funds from the City of Hays are used to provide free or reduced fee services including a year-round support group, evaluations for school and family referrals, co-joint family counseling and consultations for family members of addicts. The program is intended to reduce use of alcohol and drugs, increase attendance at school and work sites, reduce problems within the family and reduce contacts with law enforcement.

In 2024, a total of 509 Ellis County people were served. Two camps were provided for children of addicted families.

**Smoky Hill Foundation for Chemical Dependency, Inc.**

**Primary Outpatient** – The Primary Outpatient Project (POP) is for males and females who suffer from substance abuse. The program provides them the education to learn skills necessary to become productive members of society and the ability to gain a sense of self-worth and belonging within the community which studies have shown reduces the risk factors of future substance abuse and legal issues within families. In 2024, 360 adults were served by the POP Program. Clients completed substance abuse evaluations, attended group sessions two times per week and individual sessions when necessary.

**Youth Education Safety Class** – The Youth Education and Safety (YES) project is an evidence based early intervention education program designed for youth 11-18 year of age and their parent/s or guardian/s. The YES project provides early intervention programming for youth identified by courts, juvenile intake officers, parents, schools, social service entities, and law enforcement as being at risk for continued alcohol and/or drug use. Family Recovery Nights are a new component of prevention and treatment services. In 2024, 18 Youth along with at least one parent were served by the YES Program. Based on the one-year follow up survey, none of the YES participants from 2023 have had further negative contact with law enforcement in regard to alcohol/tobacco use since attending the program.

**Peer Mentoring Program** – In June 2021, Smoky Hill Foundation was able to add peer mentoring as an additional treatment service. Peer Mentoring Project is designed to provide recovery support through giving and receiving non-clinical assistance to help self and others in achieving long-term recovery from server alcohol and/or other drug related problems. Peer mentoring provides clients with support and assistance to enhance their recovery goals, especially those new to recovery that are lacking a healthy support system. In 2024, 136 Ellis County clients participated in peer mentoring support with 373 services being provided.

**City of Hays  
Outside Agency  
2026 Budget Request Form**

**Date of Request:** May 7, 2025

**Name of Organization Requesting Funding:** CARE Council

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**Amount of Request:** \$ 60,000

**Brief Description of Request for Funding:** Funds in the Special Alcohol Tax Fund are expended on the purchase, establishment, maintenance, or expansion of services for programs whose principal purpose is alcoholism and drug abuse prevention and education, alcohol and drug detoxification, intervention in alcohol and drug abuse or treatment of persons who are alcoholic or drug abusers or are in danger of becoming alcoholics or drug abusers.

---

**List outcomes for requested City funds:** The CARE Council recommends funding for four agencies who provide prevention, intervention, and treatment for individuals with alcohol or drug addiction and education pertaining to the preventing of drug and alcohol abuse. The outcomes for each agency are included in the MEMO attached to this budget form.

---

**Has your organization received funding from the City of Hays before?** YES

**If you answered “Yes”, please offer details of past funding by year including verification that the funds issued were used for the purpose intended:** An Eight Year History of Funding from the City of Hays is attached. With the 2011 budget request for Special Alcohol Tax Funds, the CARE Council began recommending funding based upon a program budget instead of providing general operating expenses for the prevention and treatment agency. The program specific budgets reflect that the funding from the City of Hays was used to provide the program during the previous year.

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**Will this funding request assist in offsetting municipal services? If so, how?** \_\_\_\_\_

No. Special Alcohol Tax Funds are governed by a State Statute which states that the funds must be expended on the purchase, establishment, maintenance, or expansion of services for programs whose principal purpose is alcoholism and drug abuse prevention and education, alcohol and drug detoxification, intervention in alcohol and drug abuse or treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics and drug abusers.

**Number of Hays citizens directly and indirectly affected with requested City funds:** \_\_\_\_\_

Please refer to the attached MEMO

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**What actions will be taken if your funding request is denied or reduced this year and next?** \_\_\_\_\_ The agencies will seek additional funding before reducing services or reducing staff.

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**Contact Information (Who do we call if we have questions about this application?):** \_\_\_\_\_

Erica Berges, Executive Director, United Way of Ellis County at 785-628-8281

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**Who will be presenting your request at the City Commission Work Session on June 5, 2024?** \_\_\_\_\_ Brett Gerber, CARE Council Chair & Erica Berges, Executive Director, United Way of Ellis County

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**Alcohol Tax Fund  
City of Hays  
8-Year History**

Agency	2018	2019	2020	2021	2022	2023	2024	2025
DREAM, Inc.								
Family Treatment Program	\$ 33,500.00	\$ 41,942.00	\$ 35,000.00	\$ 35,000.00	\$ 38,500.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
Smoky Hill Foundation								
Primary Outpatient	\$ 14,000.00	\$ 9,029.00	\$ 15,000.00	\$ 13,000.00	\$ 17,000.00	\$ 10,493.00	\$ 11,000.00	\$ 11,000.00
YES	\$ 12,500.00	\$ 9,029.00	\$ 10,000.00	\$ 9,000.00	\$ 4,500.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00
Peer Mentoring						\$ 9,507.00	\$ 10,000.00	\$ 10,000.00
Options								
Safe Bars Program				\$ 3,000.00				
TOTAL FUNDS	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00



### Project Budget Form

Agency: Project Dream, Inc.

Project Name: Client & Family Intervention/Recovery

Project Expenses			
List Project Expenses (be specific)	Total Amount	Requested \$	
<b>YOUTH</b>			
1. Dream Camp - 12 Camperships reserved for Ellis Co. children	\$3,600	\$3,600.00	
2. Teen Assessment & Education	\$6,000	\$4,000.00	
<b>HEALTH</b>			
3. Consultations (350 consults x \$50)	\$17,500	\$8,750.00	
4. Reduced Costs of Substance Use Assessments			
a. Reduced price of \$150/assessment vs. \$250 actual costs	\$15,000	\$10,000.00	
equals difference of \$100/eval. X 150 Ellis Co. assessments			
5. Treatment Claims not paid			
a. 13 ins/pri. Pay actual costs = \$1890 for full treatment			
paid amount = \$ 900 for full treatment			
difference short = \$ 990 x 13 clients	\$12,870	\$9,600.00	
b. Pri. Pay clients who did not complete/pay	\$7,770	\$5,800.00	

*Total Project Expenses:	\$62,740.00
Total Funds Requested:	\$41,750.00

Project Revenue		
Description of Revenue		Amount \$
United Way Funding	N/A	N/A
City of Hays/Ellis Co. Alcohol Tax Funds		\$41,750.00
Contributions/donations, fundraising		\$20,990.00

*Total Project Revenue:	\$62,740.00
* Revenue & Expense Totals should match.	

## Project Budget Form

**Project Title:** Prevention Project: YES program

**Agency:** Smoky Hill Foundation

<i><b>Project Expenses</b></i>		
List Project Expenses (be specific)	<b>Total Amount</b>	<b>Requested \$</b>
5% of staff member's salary/benefits to coordinate/facilitate Prevention	4,152	4,152
Project: YES program/Family Recovery Nights		
Supplies (folders, brochures, paper, pens, copies, postage, etc.)	300	

\*Total Project Expenses: \$4,452.00  
 Total Funds Requested: \$4,152.00

<i><b>Project Revenue</b></i>		
<b>Description of Revenue</b>	<b>Secured \$</b>	<b>Applied For \$</b>
		<i>Budgeted funds, gifts received, etc</i>
(Grants, Pending donations)		
United Way Funding		
City of Hays Funding (if applicable)		
City/County Alcohol Tax		4,152
Participant fees	1000	
Smoky Hill Foundation fiscal budget	3,452	

\*Total Project Revenue: \$4,452.00  
 Total Funds Requested: \$4,152.00

\* Revenue & Expense Totals should match.

## Project Budget Form

**Project Title:** Peer Mentoring Project

**Agency:** Smoky Hill Foundation

### *Project Expenses*

List Project Expenses (be specific)	Total Amount	Requested \$
25% of certified peer mentor salary/benefits	13,017	13,017
Supplies (paper, pens, client notebooks, etc.)	500	

\*Total Project Expenses: \$13,517.00

Total Funds Requested: \$13,017.00

### *Project Revenue*

Description of Revenue	Secured \$	Applied For \$
	<i>Budgeted funds, gifts received, etc</i>	<i>(Grants, Pending donations)</i>
United Way Funding		
City of Hays Funding (if applicable)		
City/County Alcohol Tax		13,017
Block Grant	7,600	
Smoky Hill Foundation fiscal budget	5,917	

\*Total Project Revenue: \$13,517.00

Total Funds Requested: \$13,017.00

\* Revenue & Expense Totals should match.

### Project Budget Form

Project Title: Primary Outpatient Project  
 Agency: Smoky Hill Foundation

<i>Project Expenses</i>		
List Project Expenses (be specific)	Total Amount	Requested \$
25% of counselor's salary/benefits to provide treatment to men's POP group	14,803	14,803
25% of counselor's salary/benefits to provide treatment to women's POP group	20,758	
Facility rental including large conference room needed to conduct POP groups	25,200	
Supplies (paper for treatment/discharge plans, counselor's notes, billing sheets, pens, client journals, table disinfecting cleaner, etc.)	500	
Drug tests	500	

\*Total Project Expenses: \$61,761.00  
 Total Funds Requested: \$14,803.00

<i>Project Revenue</i>		
Description of Revenue	Secured \$	Applied For \$
	<i>Budgeted funds, gifts received, etc</i>	<i>(Grants, Pending donations)</i>
United Way Funding		
City of Hays Funding (if applicable)		
City/County Alcohol Tax		14,803
Block Grant	37,000	
Smoky Hill Foundation fiscal budget	19,761	
Northwest Kansas Community Corrections (partial treatment services for offenders)	5,000	

\*Total Project Revenue: \$61,761.00  
 Total Funds Requested \$14,803.00

\* Revenue & Expense Totals should match.

# **SMOKY HILL**

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*foundation*

FOR CHEMICAL DEPENDENCY, INC.

2714 Plaza Ave. • Hays, KS 67601 • 785-625-5521 • 785-625-5115 fax

You are to attend the Youth Education and Safety Program (YES) on **Saturday, October 12, 2024**. The program is an intensive half-day class beginning at 8:00 a.m. and concluding at 12:30 p.m. The fee for the program is \$100.00 which is to be paid the day of the program. Please pay by check, money order or exact cash amount, as we cannot make change for cash payments.

**Upon receipt of this letter you please call 785-625-5521; ask for Jobeth to confirm your attendance and who will be attending.** Due to limited space, the program is filled in the order of those who RSVP. If we do not receive enough confirmations to hold the class, then we will cancel it. If the class is canceled, we will inform you by phone and let you know when the next class is scheduled.

**At minimum, the youth and one parent/guardian must attend;** although, for the family to benefit most it is strongly encouraged that both parents/guardians attend. Additional family teens are welcome to attend. The YES Program is designed for youth who have been identified as having some degree of involvement with using alcohol and/or other drugs, but whose use has been evaluated to be at an early stage. This educational program's goal is to introduce families to the knowledge and skills needed to effectively respond to the challenge of adolescent substance abuse.

At the conclusion of the program, additional resources are identified, and individualized recommendations are given to each family as appropriate.

**The YES Program will be held at Smoky Hill Foundation – 2714 Plaza Ave, Hays, KS 67601.** Take 27<sup>th</sup> Street east off Vine, then go north on Plaza Avenue. Smoky Hill Foundation is on the east side of the road just past Quality Quick Lube. In the event you have special needs, please notify our office when you call to register for the program and we will try to accommodate you.

If you have questions, please feel free to contact Jobeth Haselhorst at Smoky Hill Foundation, 785-625-5521.

YES program is funded partially by City of Hays, Ellis County, and United Way of Ellis County.



## City Commission Work Session

### Agenda Memo

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

**Work Session:** June 5, 2025

**Subject:** Police Department Guaranteed Maximum Price and Design-Build Agreement for Phase 2 Services

**Person(s) Responsible:** Collin Bielser, Deputy City Manager  
Don Scheibler, Chief of Police

#### Summary

For the past few months, City staff have been working with PWC's design-build team to develop preliminary plans and proposal of a Guaranteed Maximum Price (GMP) for the renovation of the existing Astra Bank building located at 1100 Fort Street into the City's new Police Station and Municipal Courtroom. PWC has presented a GMP of \$5,991,250. The next step in the Design-Build process is to approve the GMP and an agreement for Phase II services which will entail final design and construction services.

#### Background

At the November 14, 2024 Commission Meeting, the City Commission approved a contract with PWC for Design-Build Phase I services for the renovation of the existing Astra Bank building located at 1100 Fort Street. Phase 1 services focused on architectural and design services so that a GMP could be established. The next step in the design-build process is for the Commission to accept the proposed GMP and enter into an agreement with PWC for final design and construction services to complete the project.

#### Discussion

PWC and the design-build team have prepared plans and submitted a Guaranteed Maximum Price (GMP) of \$5,991,250 to renovate the existing Astra Bank facility at 1100 Fort Street. The existing Astra Bank building will be renovated into the City's new Police Station and Municipal Court, providing the Police Department with over 20,000 sq. ft. for their operations. In addition to the renovation of the Astra Bank building, the 2,000 sq. ft. Police Department storage facility, which was designed as part of the Fire Station #3 project, will also be erected. Altogether, the Police Department will have over 22,800 sq. ft. of dedicated space for their operations. This

is 2.5 times more space than the Police Department currently occupies in the Law Enforcement Center. Furthermore, this amount of space aligns with the 2024 space needs analysis which projected the Police Department would require that amount of space by 2033.

For the past 5 months, City staff and the PWC design-build team, which includes the architectural firms of JGR and BKV, have been collaborating, spending multiple hours designing the layout for the new facility. Some of the highlights of the new building, include inclusion of the City's municipal court, vacating the use of a courtroom in the County building, a dedicated training room, inclusion of a modern evidence storage system, additional office space, and more patrol and civilian staff areas. In addition, to the renovation of the existing Astra Bank building, the Department will be getting its own off-site storage facility, eliminating the need to rent storage units for miscellaneous items such as traffic control equipment and unclaimed bicycles.

In addition to accepting the GMP, a contract for Design-Build Phase II services which includes final design elements and construction is being presented for your approval. PWC most recently constructed the City's new Fire Station on 41<sup>st</sup> Street and City Staff were extremely pleased with their work product. The project is expected to be complete 12 months after the existing Astra Bank is vacated.

### **Legal Consideration**

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

### **Financial Consideration**

PWC has presented a GMP of \$5,991,250 to convert the existing Astra Bank building into the City's new Police Station and Municipal Court. This amount also includes the construction of an off-site storage facility for police use. The City agreed to purchase the Astra Bank building for \$1.8M, bringing the total price for acquisition and construction to \$7,791,000. \$8 million is budgeted for construction.

General Obligation bonds will be issued for the project and like the Fire Station project, City Staff will be responsible for the acquisition of the facility's Furniture, Fixtures, and Equipment (FF&E). The total bond amount will include resources to include the FF&E.

### **Options**

The City Commission has the following options:

- Approve the Guaranteed Maximum Price and execute the contract for Design-Build Phase II services.
- Do not approve the Guaranteed Maximum Price and contract.
- Provide Staff with other direction.

### **Recommendation**

City staff recommends the City Commission accept the GMP of \$5,991,250 and authorize the City Manager to enter into an Agreement with PWC, Inc. for Phase II services related to the Police Station/Municipal Court Facility Design-Build project.

## **Action Requested**

Accept the Guaranteed Maximum Price and authorize the City Manager to enter into an Agreement with PWC, Inc. to perform Phase II Design-Build services for the new Police Station/Municipal Court Facility, to be paid from General Obligation Bonds to be issued in an amount not to exceed \$8,000,000 to pay for acquisition of 1100 Fort Street, construction costs, and FF&E needs.

## **Supporting Documentation**

Exterior Elevations

Floorplan

GMP Proposal

Agreement for Phase II Services



POLICE & COURTS

POLICE & COURTS



PROJECT TITLE  
Hays Police Department & Courts Renovation

ISSUE #	DATE	DESCRIPTION
04/14/20	04/14/20	BOLDED OWNER REVIEW
04/28/20	04/28/20	OWNER REVIEW

CERTIFICATION  
*NOT FOR CONSTRUCTION*

DRAWN BY  
CRAFTSMAN  
COMMISSION NUMBER  
2024-01  
SHEET TITLE

NEW  
CONSTRUCTION  
FLOOR PLANS

SHEET NUMBER

A100

TRUE NORTH PLAN NORTH

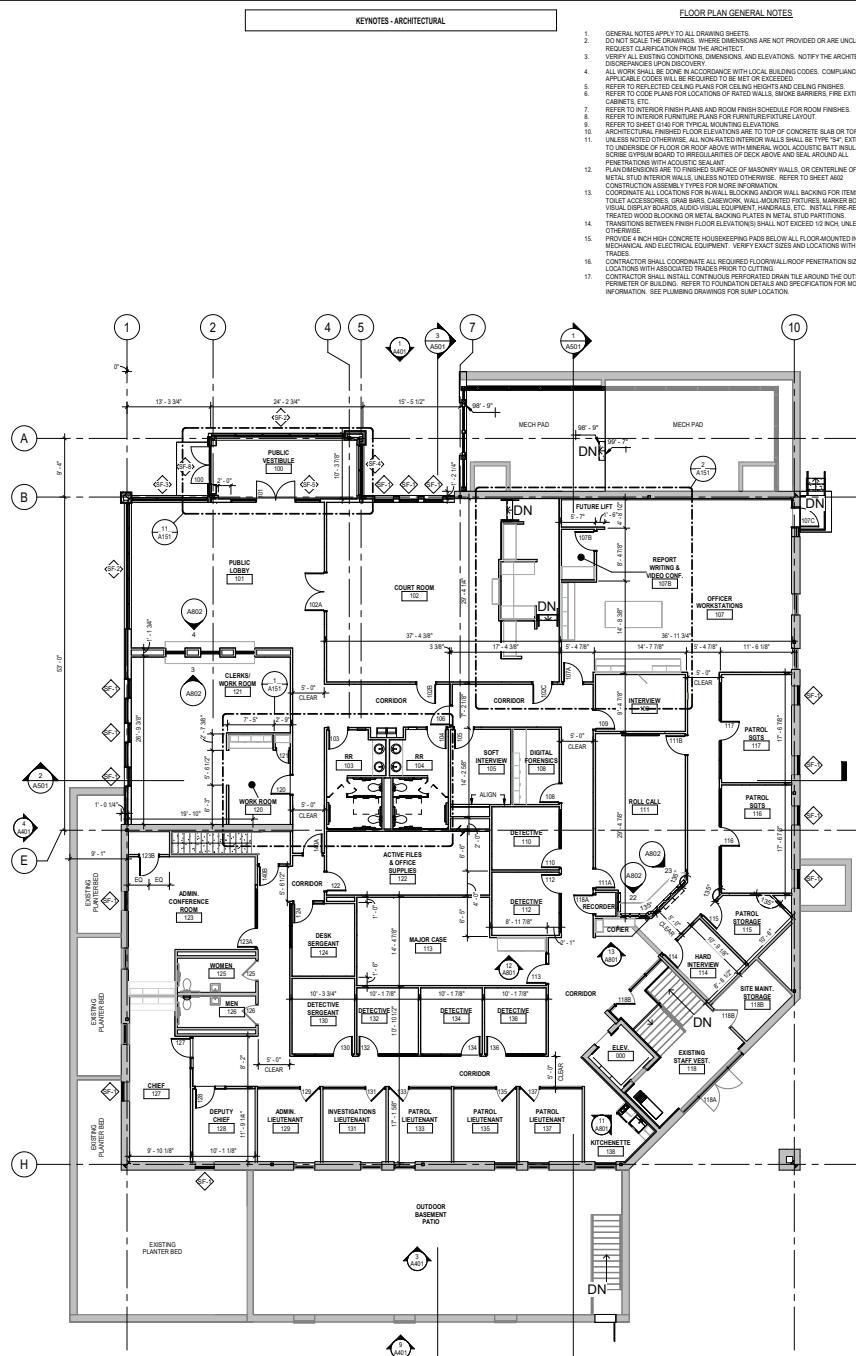
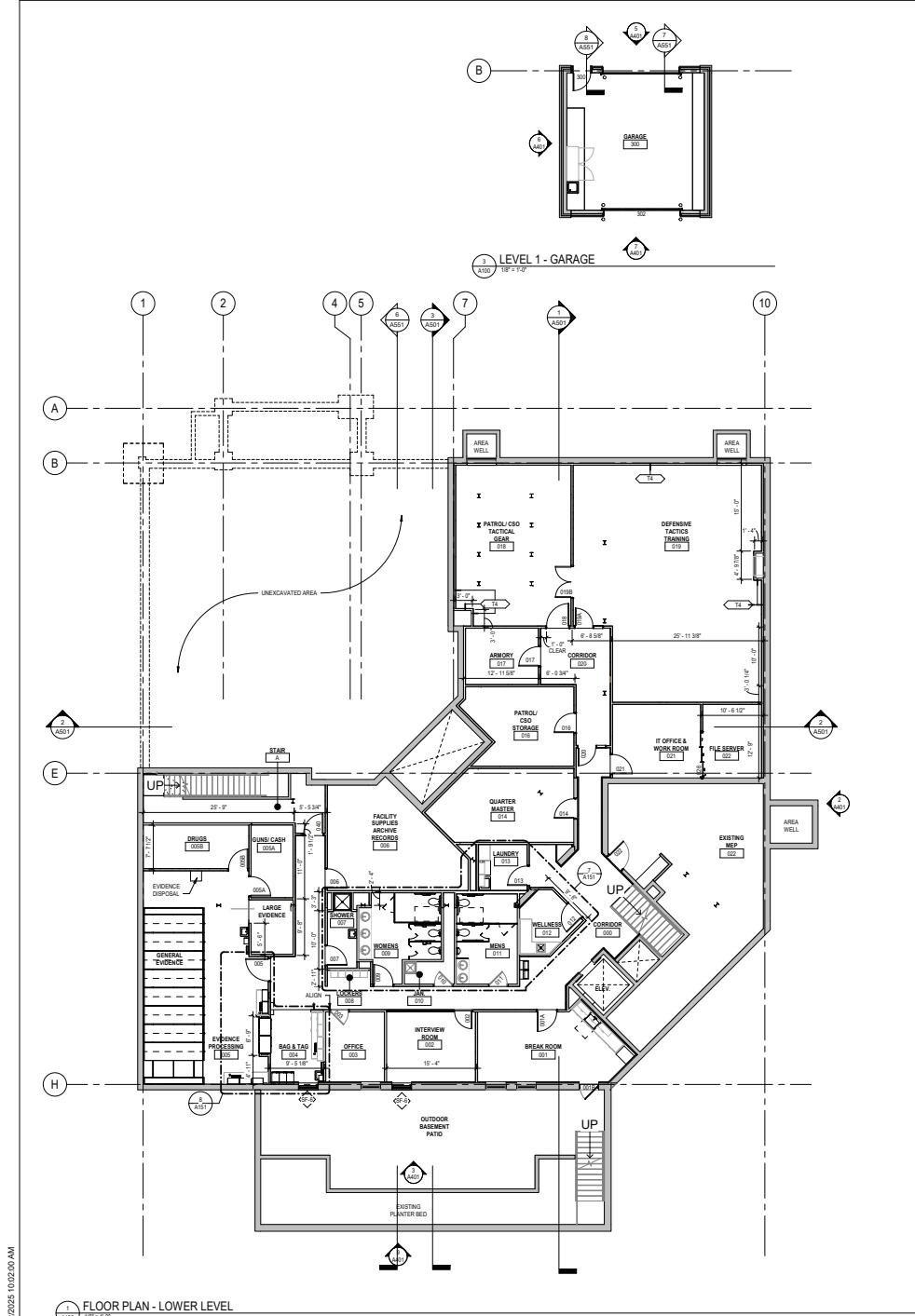
© 2025 BKV Group

FLOOR PLAN GENERAL NOTES

- GENERAL NOTES APPLY TO ALL DRAWING SHEETS.
- DO NOT SCALE THE DRAWINGS. DIMENSIONS ARE NOT PROVIDED OR ARE UNCLEAR.
- REQUEST CLARIFICATION FROM THE ARCHITECT.
- DISCREPANCIES BETWEEN THIS DRAWING AND OTHER DRAWINGS, SPECIFICATIONS, AND ELEVATIONS. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES UPON DISCOVERY.
- ALL CONTRACTORS SHALL BE REQUIRED TO BE IN ACCORDANCE WITH ALL APPLICABLE CODES AS WILL BE REQUIRED BY LOCAL BUILDING CODES. COMPLIANCE WITH ALL APPLICABLE CODES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- REFER TO FLOOR PLANS FOR LOCATIONS OF RATED WALLS, SMOKE BARRIERS, FIRE EXTINGUISHER CABINETS, ETC.
- REFER TO INTERIOR FLOOR PLANS AND ROOM FINISH SCHEDULE FOR ROOM FINISHES.
- REFER TO INTERIOR FLOOR PLANS FOR FURNITURE/FIXTURE LAYOUT.
- DO NOT SCALE THE DRAWINGS. DIMENSIONS ARE NOT PROVIDED OR ARE UNCLEAR.
- ARCHITECTURAL FINISHED FLOOR ELEVATIONS ARE TO TOP OF CONCRETE SLAB OR TYPING.
- UNFINISHED FLOOR ELEVATIONS ARE TO TOP OF CONCRETE SLAB OR TYPING. REFER TO UNDERSIDE OF FLOOR OR ROOF ABOVE WITH MINERAL WOOL ACOUSTIC BATT INSULATION. DESIGNATION OF INSULATION IS NOT PROVIDED.
- METAL STUD INTERIOR WALLS, UNLESS OTHERWISE STATED, ARE TO CENTER LINE OF STUDS AT CONSTRUCTION ASSEMBLY TYPE. FOR MORE INFORMATION, SEE SECTION A-A101.
- TOILET ACCESSORIES, GRAB BARS, CASEWORK, WALL-MOUNTED FIXTURES, MARKER BOARDS, VISION PANELS, AND OTHER EQUIPMENT ARE NOT SHOWN. CONTRACTOR SHALL PROVIDE TREATED WOOD BLOCKING OR METAL BACKING PLATES TO METAL STUD PARTITIONS.
- INTERIOR DOORS ARE TO SWING CLEARLY. DOOR SWINGS ARE NOT SHOWN. UNLESS NOTED OTHERWISE.
- DOORS WHICH CONCRETE OVERHANGING PLATE OVER ALL FLOOR-MOUNTED INTERIOR MECHANICAL AND ELECTRICAL EQUIPMENT. VERIFY EXACT SIZES AND LOCATIONS WITH AFFECTED TRADES.
- CONTRACTOR SHALL COORDINATE ALL REQUIRED FLOOR/WALL/ROOF PENETRATION SIZES AND LOCATIONS.
- CONTRACTOR SHALL INSTALL CONTINUOUS PERFORATED DRAIN TILE AROUND THE OUTSIDE PERIMETER OF BUILDING. REFER TO FOUNDATION DETAILS AND SPECIFICATION FOR MORE INFORMATION. SEE PLUMBING DRAWINGS FOR SUMP LOCATION.

KEYNOTES - ARCHITECTURAL

FLOOR PLAN - LEVEL 1



**CONTINUATION SHEET**

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE - 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

APPLICATION NO: #1

containing Contractor's signed Certification is attached.

APPLICATION DATE:

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO:

Use column 1 on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: XX

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	Div. 1 - General Requirements								
2	A1 Administration/Permits								
3	Phase 1	\$9,000.00	\$0.00	\$0.00		\$0.00	0%	\$9,000.00	\$0.00
4	Phase 2	\$11,000.00	\$0.00	\$0.00		\$0.00	0%	\$11,000.00	\$0.00
5	B1 Mobilization/Site setup	\$10,000.00	\$0.00	\$0.00		\$0.00	0%	\$10,000.00	\$0.00
6	CI Supervision	\$180,000.00	\$0.00	\$0.00		\$0.00	0%	\$180,000.00	\$0.00
7	DI Temporary Facilities/Utilities	\$20,000.00	\$0.00	\$0.00		\$0.00	0%	\$20,000.00	\$0.00
8	E1 Cleaning and Dump	\$30,000.00	\$0.00	\$0.00		\$0.00	0%	\$30,000.00	\$0.00
9	F1 Project Closeout	\$5,000.00	\$0.00	\$0.00		\$0.00	0%	\$5,000.00	\$0.00
10	G1 Surveying/Layout	\$5,000.00	\$0.00	\$0.00		\$0.00	0%	\$5,000.00	\$0.00
11	H1 Quality Control	\$10,000.00	\$0.00	\$0.00		\$0.00	0%	\$10,000.00	\$0.00
12	J1 Equipment	\$40,000.00	\$0.00	\$0.00		\$0.00	0%	\$40,000.00	\$0.00
13	K1 Bonds & Insurance	\$90,000.00	\$0.00	\$0.00		\$0.00	0%	\$90,000.00	\$0.00
14	L1 Travel Expenses	\$10,000.00	\$0.00	\$0.00		\$0.00	0%	\$10,000.00	\$0.00
15	<b>M1 CM Fee-3.5%</b>	<b>\$189,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>0%</b>	<b>\$189,000.00</b>	<b>\$0.00</b>
16	N1 Design Fees								
17	Phase 1	\$173,000.00	\$0.00	\$0.00		\$0.00	0%	\$173,000.00	\$0.00
18	Phase 2	\$259,250.00	\$0.00	\$0.00		\$0.00	0%	\$259,250.00	\$0.00
19	<b>O1 Contingency Allowance</b>	<b>\$380,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>0%</b>	<b>\$380,000.00</b>	<b>\$0.00</b>
20	Div. 2 Site Construction								
21	02 2000 Demolition	\$280,000.00	\$0.00	\$0.00		\$0.00	0%	\$280,000.00	\$0.00
22	Div. 3 - Concrete								
23	03 3000 Cast-in-Place Concrete	\$130,000.00	\$0.00	\$0.00		\$0.00	0%	\$130,000.00	\$0.00
24	Div. 4 - Masonry								
25	04 2000 Unit Masonry	\$15,000.00	\$0.00	\$0.00		\$0.00	0%	\$15,000.00	\$0.00
26	Div. 5 - Metals								
27	05 1200 Structural steel framing	\$75,000.00	\$0.00	\$0.00		\$0.00	0%	\$75,000.00	\$0.00
28	Div. 6 - Wood/Carpentry								
29	06 1000 Rough Carpentry	\$40,000.00	\$0.00	\$0.00		\$0.00	0%	\$40,000.00	\$0.00
30	06 4100 Finish Carpentry	\$160,000.00	\$0.00	\$0.00		\$0.00	0%	\$160,000.00	\$0.00
31	Div. 7 - Thermal & Moisture Protection								
32	07 4100 Metal Wall Panels	\$75,000.00	\$0.00	\$0.00		\$0.00	0%	\$75,000.00	\$0.00
33	07 5232 Roofing & Flashing	\$100,000.00	\$0.00	\$0.00		\$0.00	0%	\$100,000.00	\$0.00
34	Div. 8 - Doors/Windows/Glazing								
35	08 1416 Wood Doors & Hdwe	\$200,000.00	\$0.00	\$0.00		\$0.00	0%	\$200,000.00	\$0.00
36	08 3600 Overhead Doors	\$40,000.00	\$0.00	\$0.00		\$0.00	0%	\$40,000.00	\$0.00
37	08 4413 Aluminum Storefront	\$175,000.00	\$0.00	\$0.00		\$0.00	0%	\$175,000.00	\$0.00
38	Div. 9 - Finishes								
39	09 2900 Gypsum Board	\$450,000.00	\$0.00	\$0.00		\$0.00	0%	\$450,000.00	\$0.00
40	09 6513 Resilient Flooring	\$210,000.00	\$0.00	\$0.00		\$0.00	0%	\$210,000.00	\$0.00
41	09 9113 Painting & Staining	\$100,000.00	\$0.00	\$0.00		\$0.00	0%	\$100,000.00	\$0.00
42	Div. 10 - Specialties								
43	10 0000 Specialties	\$50,000.00	\$0.00	\$0.00		\$0.00	0%	\$50,000.00	\$0.00
44	10 2600 Wall Protection	\$15,000.00	\$0.00	\$0.00		\$0.00	0%	\$15,000.00	\$0.00
45	10 3500 Flagpole	\$5,000.00	\$0.00	\$0.00		\$0.00	0%	\$5,000.00	\$0.00
46	<b>10 4400 Signage Allowance</b>	<b>\$50,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>0%</b>	<b>\$50,000.00</b>	<b>\$0.00</b>
47	10 5000 Lockers	\$60,000.00	\$0.00	\$0.00		\$0.00	0%	\$60,000.00	\$0.00
48	<b>10 6700 Storage Shelving Units</b>	<b>\$200,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>0%</b>	<b>\$200,000.00</b>	<b>\$0.00</b>
49	Div. 12 Furnishings								
50	12 4900 Window Treatments	\$25,000.00	\$0.00	\$0.00		\$0.00	0%	\$25,000.00	\$0.00
51	Div. 13 Special Construction								
52	<b>13 1200 Storage Building Allowance</b>	<b>\$350,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>0%</b>	<b>\$350,000.00</b>	<b>\$0.00</b>
53	13 9300 Fire Sprinkler System	\$200,000.00	\$0.00	\$0.00		\$0.00	0%	\$200,000.00	\$0.00
54	Div. 22 - Plumbing								
55	Plumbing Labor & Materials	\$735,000.00	\$0.00	\$0.00		\$0.00	0%	\$735,000.00	\$0.00
56	Div. 23 HVAC								
57	HVAC Labor & Materials	in plumbing							
58	Div. 26 - Electrical								
59	Electrical Labor & Materials	\$500,000.00	\$0.00	\$0.00		\$0.00	0%	\$500,000.00	\$0.00
60	Generator	\$160,000.00	\$0.00	\$0.00		\$0.00	0%	\$160,000.00	\$0.00
61	Div. 27 Communications								
62	Telecom, Data, & Security Wiring	\$80,000.00	\$0.00	\$0.00		\$0.00	0%	\$80,000.00	\$0.00
63	Div. 31 Earthwork								
64	31 2200 Grading	\$25,000.00	\$0.00	\$0.00		\$0.00	0%	\$25,000.00	\$0.00
65	Div. 32 Exterior Improvements								
66	Fencing	\$15,000.00	\$0.00	\$0.00		\$0.00	0%	\$15,000.00	\$0.00
67	32 1400 Site Concrete	\$50,000.00	\$0.00	\$0.00		\$0.00	0%	\$50,000.00	\$0.00
<b>TOTALS</b>		<b>\$5,991,250.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$5,991,250.00</b>	<b>\$0.00</b>

**Agreement for Phase II Services**

**Police Station/Municipal Court Facility  
Design Build Services**

**COH Project 2022-25**

**Agreement for Phase II Services**  
**between**  
**Owner and Design-Builder**

This AGREEMENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the following parties, for services in connection with the Project identified below.

**OWNER**

City of Hays, Kansas, a municipal corporation  
1507 Main Street  
P.O. Box 490  
Hays, Kansas 67601

**DESIGN-BUILDER:**

PWC, Inc.  
1102 E. 8<sup>th</sup> Street  
P.O. Box 1311  
Hays, KS 67601

**PROJECT:**

Police Station/Municipal Court Facility Design Build Services, COH Project 2022-25

**NOW**, in consideration of the mutual promises contained herein, Owner and Design-Builder agree as set forth herein.

**Article 1**  
**Scope of Work**

**1.1** Design-Builder shall perform all design and construction services, and procure and provide all material, equipment, services and labor necessary, to complete the Work described in, and reasonably inferable, from the Contract Documents.

**Article 2**  
**Interpretation and Intent**

**2.1** The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in

which they are listed in the General Conditions of Contract between Owner and Design-Builder (“General Conditions”).

**2.2** Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions.

**2.3** The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

### **Article 3** **Ownership of Work Product**

**3.1** **Work Product.** All planning, investigations, programs, drawings, specifications and other documents and data produced by Design-Builder for Owner under this Agreement (“Work Product”) shall be the sole property, including property interests therein and copyrights thereto, of the Owner upon the Owner’s payment for the Work Product.

**3.2** **Owner’s Use of Work Product.** Owner may use the Work Product, at its sole risk without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including but not limited to Design consultants of any tier.

### **Article 4** **Contract Time**

**4.1** **Date of Commencement.** The Work shall commence within seven (7) days of Design-Builder’s receipt of Owner’s Notice to Proceed (“Date of Commencement”) unless the parties mutually agree otherwise in writing.

**4.2.1** Substantial Completion of the entire Work shall be achieved no later than September 30, 2026, unless the parties mutually agree otherwise in writing.

**4.2.2** Interim milestones and/or Substantial Completion of identified portions of the Work shall be achieved as per the schedule developed as part of the GMP Proposal in Phase 1, unless the parties mutually agree otherwise in writing.

**4.2.3** Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable, but no later than thirty (30) days after Substantial Completion, unless approved in writing by the Owner.

**4.2.4** All of the dates set forth in this Article 5 (“Contract Time(s)”) shall be subject to adjustment in accordance with the General Conditions.

**4.3 Time is of the Essence.** Time is an essential element of the Contract Documents, and it is therefore important that the work be pressed vigorously to completion.

**4.4 Liquidated Damages.** Liquidated damages shall be assessed for failure to complete the work as required and described in the Contract Documents in the timeframe set forth by the Contract Documents in the amount of \$500.00 per calendar day. Should the Design-Builder, or in the case of default, the surety, fail to complete the Work within the time specified, or within such extra time as may be allowed in the manner set out in the preceding sections, a deduction of \$500.00 will be made for each and every calendar day that such Work remains uncompleted after the time allowed for the completion. The amount set out in this Agreement is hereby agreed upon, not as a penalty, but as liquidated damages for loss to Owner and the public, after the expiration of the time stipulated in the Contract Documents, and will be deducted from any money due the Design-Builder under this Agreement, and the Design-Builder and its surety shall be liable for any and all liquidated damages. Permitting the Design-Builder to continue and finish the Work or any part of it after the expiration of the specified time, or after any extension of the time, shall in no way operate as a waiver on the part of Owner of its rights under this Agreement. Design-Builder shall be liable for liquidated damages chargeable under this Agreement when the Work is being completed by Owner by reason of Design-Builder's default unless the delay is due to the negligence of the Owner or those under the Owner's control. A delay in any part of the Work or in the final completion of the Project caused by Owner or its agents shall not avoid the provisions of this Agreement as to liquidated damages.

**4.5 Warranty Period.** The warranty period for the Work of Design-Builder and those for whom it is responsible shall be through the end of twelve (12) months starting from the date of Substantial Completion. Nothing in this provision shall limit the warranties provided by suppliers of furnished materials or services or provided by law.

## Article 5 **Contract Price**

**5.1** Owner shall pay Design-Builder, in accordance with Article 6 of the General Conditions, a contract price ("Contract Price") equal to the Design-Builder's Fees (as defined in Section 6.2 hereof for the purpose of this Article) plus the Cost of Work (as defined in Section 6.3 hereof for the purpose of this Article), subject to any Guaranteed Maximum Price (GMP) established in Section 6.5 hereof and any adjustments made to such GMP in accordance with the General Conditions.

### **5.2 Design-Builder Fees**

**5.2.1** Design-Builder Fees shall be comprised of the following:

- .1** Design Consultant's Fee is 4.73% of the Cost of the Work and includes wages and salaries, all direct and indirect expenses, and all overheads and profits associated with providing the architecture, engineering, and design services required for the

Project in both the Design Consultants' offices, other offices and the Project site for design and during construction, testing and commissioning.

- .1 The Design Contingency Fee is 7.7% of the Design Consultant's Fee and includes the cost of design services required due to unforeseen, unanticipated circumstances.
- .2 Construction General Conditions Fee is a **fixed amount, not to exceed \$302,500.00**, and such amount shall include:
  - .1 Wages or Salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production, transportation or storage of material and equipment necessary for the Work.
  - .2 Costs less salvage of consumable materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.
  - .3 Cost of removal of debris and waste from the site, and site sanitary services.
  - .4 The reasonable costs and expenses incurred in establishing, operating, and demobilizing the site office, including the cost of facsimile transmissions, long-distance phone calls, postage and express delivery charges, telephone service, photocopying and similar offices services.
  - .5 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the site, whether rented from Design-Builder or others, and incurred in the performance of the Work.
  - .6 All fuel and utility costs incurred by the Design-Builder field office and for management and administration in the performance of the Work.
  - .7 Sales, use or similar taxes, tariffs or duties incurred in the performance of Work that are not included by Sales Tax Exemption for Project provided by Owner.
  - .8 All Work-related signage for the Project.
  - .9 Safety equipment, clothing, and materials for the Project.

- .3 The Construction Contingency Fee shall be \$380,000.00, or 6.9% based on \$5.5M Construction Costs of the Construction General Conditions Fee and includes the direct and indirect labor, materials, equipment, etc. required due to unforeseen, unanticipated circumstances.
- .4 Overhead & Profit is 3.5% of the Cost of Work, and includes:
  - .1 Wages or salaries and expenses of Design-Builder's personnel stationed at Design-Builder's principal or branch offices to manage the company operations and/or support the Project.
  - .2 Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder.
  - .3 The cost of Design-Builder's capital used in the performance of the Work.
  - .4 Legal fees and expenses reasonably arising from Design-Builder's performance of the Work through no fault of the Design-Builder or those for whom Design-Builder is responsible.
  - .5 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product, or paying legal judgments against Design-Builder resulting from such suits or claims. If such suits or claims are from items or circumstances specifically required by Owner, the related costs and settlements if approved by Owner will be an adjustment to the Contract Price.
  - .6 Other overhead and general expenses.
  - .7 All profit or loss associated with performing the Project.

**5.2.2** If Design-Builder Fees are established by the Owner as fixed lump sums as indicated herein, they will not change unless there are changes in the GMP. Design-Builder Fees may be adjusted for changes in the GMP for scope changes in accordance with the provisions of the Contract Documents. In such cases, the Design-Builder design fee, insurance and bond fees as set forth in Section 6.3.6 herein, and overhead and profit fees will utilize their respective percentages indicated in 6.2.1 above of the changed amount, if applicable.

**5.3** Cost of the Work. The term Cost of the Work shall mean costs reasonably incurred by Design-Builder in the direct and proper performance of the Work. The Cost of the Work is limited to the following:

- .1 The Design-Consultant's Fee and Construction General Conditions Fee.

- .2 Wages, benefits and employment cost (e.g. drug testing) of direct craft labor employees up to and including foreman of Design-Builder performing the Work at the Sites or, with Owner's agreement, at locations off the Sites.
- .3 Payments properly made by Design-Builder to subcontractors for performance of portions of the Work, including any insurance and bond premiums incurred by subcontractor, excluding payments to any parties included in the Design Fee.
- .4 Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work, provided that such Work was beyond the reasonable control of Design-Builder and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such defective, damaged or nonconforming Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise its best effort to obtain recovery from the appropriate source and credit Owner if recovery is obtained. This provision is not applicable to and excludes costs associated with lump sum subcontracts.
- .5 Cost for construction equipment utilized to move, lift, or otherwise perform direct construction of the Work, excluding general purpose vehicles or equipment associated with the site office such as a power generator, which should appropriately be covered in the General Conditions Fee.
- .6 Costs of Design-Builder for transportation of equipment and materials to Sites, inspection, testing, handling, and storage, of such materials, equipment and supplies incorporated or reasonably used in completing the Work, including special storage facilities as may be required to the extent not included in General Conditions Fee.
- .7 Premiums for insurance and bonds required by the Contract Documents or the performance of the Work at the following rates: (1) Design-Builder's General Liability Insurance at the amount of \$59,913 (1%) of the Guaranteed Maximum Price; (2) premiums for builder's risk insurance, if required of Design-Builder per the written approval of Owner, at the rate of \$17,973 (.3%) of the Guaranteed Maximum Price; (3) Design-Builder's Subcontractor default insurance program at the rate of \$11,983 (.2%) of the Guaranteed Maximum Price; and (4) premiums for payment, performance, and maintenance bonds at the rate of \$59,913 (1%) of the Guaranteed Maximum Price.
- .8 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.
- .9 Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.
- .10 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

**5.3.1** Competitive pricing with respect to Cost of the Work. Unless otherwise agreed in writing by Owner, all Work packages and material/equipment items estimated in the Cost of the Work at, or above specified amount will require that the Design-Builder obtain bids in writing as follows:

- .1 Design-Builder shall obtain and provide Owner bids for all Work items, along with a summary of such bids and a recommendation of best value, for Owner approval before Design-Builder issues subcontracts for such Work
- .2 For Work items at or above \$50,000 but less than \$100,000 Design-Builder shall obtain competitive bids
- .3 For Work items at or above \$100,000 Design-Builder shall obtain competitive sealed bids which Design-Builder shall open jointly with the authorized OWNER REPRESENTATIVE or their DESIGNEE.
- .4 Design-Builder shall accept the lowest responsible bid received for each of the packages or items requested for bid, unless Owner advises otherwise. If Owner directs selection of any other than the lowest responsible bid, the GMP shall be increased by the difference in the price between the lowest responsible bid and the bid selected.

#### **5.4 Non-Reimbursable Costs**

Costs that would exceed the GMP as adjusted in accordance with the Contract Documents will not be reimbursed to the Design-Builder.

#### **5.5 The Guaranteed Maximum Price (GMP)**

##### **5.5.1 GMP Established Upon Execution of this Agreement for Performance of the Project.**

**5.5.1.1** Design-Builder guarantees that it shall not exceed the Guarantee Maximum Price (GMP) of Five Million Nine Hundred Ninety-One Thousand Two Hundred & Fifty Dollars (\$5,991,250.00) and agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents. Documents used as a basis for the GMP shall be identified in an exhibit to the Agreement (“GMP Exhibit”).

##### **5.5.1.2 GMP Composition**

- .1 The GMP is comprised of the following elements:
  - .1 Design-Builder’s Fees as defined in Section 6.2.1 hereof;
  - .2 The Cost of the Work as defined in Section 6.3 hereof.
- .2 The basis for the GMP shall be evidenced by the following documents, which shall also be identified in the GMP Exhibit:

- .1 Technical documents, including but not limited to, the Owner's Basis of Design, Schematic Design which comprised a list of the drawings and specifications, the RFP, including all addenda as used for the basis for the GMP Proposal;
- .2 A list of the assumptions and clarifications made by Design-Builder in the preparation of the GMP Proposal, which list is intended to supplement the information contained in the drawings and specifications;
- .3 The Substantial Completion Date upon which the proposed GMP is based, and the schedule upon which the Scheduled Substantial Completion date is based;
- .4 If applicable, a list of estimate allowances in the Cost of Work and a statement of the basis; overruns or underruns of such allowances do not change the GMP unless the Owner changes the basis for such allowances;
- .5 If applicable, a schedule of alternate prices;
- .6 If applicable, a schedule of unit prices; and
- .7 If applicable, a statement of Additional Services and related rates for such services.

## **Article 6** **Procedure for Payment**

### **6.1 Progress Payments**

**6.1.1** Design-Builder shall submit to Owner on the first (1st) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions. Each Application for Payment also will detail the Work planned for the upcoming month, including whether the Work is proceeding according to schedule; any discrepancies, conflicts or ambiguities that exist in the Contract Documents requiring resolution; health and safety issues in connection with the Work; and any other items which require resolution so as to not jeopardize Design-Builder's ability to complete the Work within the Contract Time and Contract Price as stated in the Contract Documents.

**6.1.2** Owner shall make payment within forty-five (45) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions.

**6.1.3** If Design-Builder's Fee under Section 6.2.1 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

**6.1.4** For amounts invoiced as Cost of the Work, such amounts shall be supported by actual cost documentation such as subcontractor invoices approved by the Design-Builder, Design-

Builder craft labor and material cost records, transportation costs associated with delivery of equipment and materials to be permanently installed, and other supporting documentation. Invoiced amounts without valid supporting cost documentation will not be paid and are not subject to claim by the Design-Builder.

## **6.2 Retainage on Progress Payments**

**6.2.1** Prior to substantial completion, Owner will retain five percent (5%) of each Application for Payment.

**6.2.2** Upon Substantial Completion of the Work, pursuant to Section 6.6 of the General Conditions, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work, less an amount equal to one hundred fifty percent (150%) of the reasonable value of all remaining or incomplete items or Work as noted in the Certificate of Substantial Completion.

**6.3 Final Payment.** Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within twenty (20) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7 of the General Conditions.

**6.4 Record Keeping and Finance Controls.** Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work, which is not fixed lump sum or unit price amounts. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access from time to time, upon reasonable notice, to Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment.

## **Article 7** **Representatives of the Parties and Notices**

### **7.1 Owner's Representatives**

**7.1.1** Owner designates the individual listed below as its Senior Representative or its representative duly authorized in writing to act for the Senior Representative ("Owner's Senior

Representative”), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions:

Toby Dougherty  
City Manager  
1507 Main Street  
Hays, KS 67601

**7.1.2** Owner designates the individual listed below as its Owner’s Representative or its representative duly authorized in writing to act for the Owner’s Representative, which individual has the authority and responsibility set forth in Section 3.3 of the General Conditions, and the authority and responsibility for resolving disputes set forth in Section 10.2.2 of the General Conditions:

Tom Howie  
Project Manager  
1002 Vine Street  
Hays, KS 67601

## **7.2 Design-Builder’s Representatives**

**7.2.1** Design-Builder designates the individual listed below as its Senior Representative or its representative duly authorized in writing to act for the Senior Representative (“Design-Builder’s Senior Representative”), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions:

Matthew Allen  
President  
**PWC, Inc. – Hays, KS**

**7.2.2** Design-Builder designates the individual listed below as its Design-Builder’s Representative, or its representative duly authorized in writing to act for the Owner’s Representative, which individual has the authority and responsibility set forth in Section 3.3 of the General Conditions, and the authority and responsibility for resolving disputes set forth in Section 10.2.2 of the General Conditions:

Anthony Walters  
**PWC, Inc. – Hays, KS**

## **Article 8** **Bonds and Insurance**

**8.1 Insurance.** Design-Builder shall purchase and maintain throughout the duration of this Agreement such types of insurance and in such amounts as provided in this Article. Insurance Companies must be in good standing with the State of Kansas, and rated a minimum “A-” by the Best’s Key Rating Guide’s latest edition. The requirements of Design-Builder to purchase and maintain insurance shall not in any manner limit or qualify the liability and obligations otherwise assumed by Design-Builder in this Agreement.

- .1 **Commercial General Liability (“CGL”)** with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
  - .1 If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
  - .2 CGL coverage shall be written on ISO Occurrence form CG00 01 1096 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
  - .3 Owner shall be included as additional insured on the CGL. This insurance for the **additional insured** shall be as **broad as the insurance for the named insured** Design-Builder. It shall apply as **Primary and non-contributory insurance before any other insurance or self-insurance**, including any deductible, maintained by, or provided to, the additional insured.
  - .4 Design-Builder shall maintain CGL coverage for itself and all additional insured's for the duration of the Project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of work.
- .2 **Automobile Liability** with limits of at least \$1,000,000 each accident.
  - .1 Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
  - .2 Owner shall be included as insured on the auto liability policy.
- .3 **Professional Liability:** \$1,000,000 for each claim and \$2,000,000 in the aggregate. The policy shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.
- .4 **Workers Compensation and Employers Liability:** limit of at least \$500,000 each accident, \$500,000 for bodily injury by accident, and \$500,000 each employee for injury by disease; and subject to all requirements of the Kansas Workers’ Compensation Act.

**8.2 Certificate of Insurance.** Design-Builder shall provide with execution of this Agreement and prior to any Phase II construction activities commencing, a certificate of insurance illustrating compliance with the insurance requirements outlined in this Article. This certificate and the insurance policies required shall contain a provision that coverage afforded under the

policies shall not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the City of Hays, Kansas, Attn: Kim Rupp, 1507 Main Street, Hays, Kansas, 67601.

**8.3 Bonds and Other Performance Security.** Design-Builder shall provide a Statutory Bond, a Performance and Maintenance Bond, and shall fully comply with all security requirements as set forth in Article 5 of the General Conditions.

**8.4 Indemnification.** Design-Builder shall defend, indemnify and hold harmless Owner, and Owner's officers, employees and agents, as fully set forth in Article 7 of the General Conditions.

## Article 9 **Other Provisions**

**9.1 Dispute Resolution.** The parties agree that all disputes arising out of or related to the Project shall be addressed pursuant to the Dispute Avoidance and Resolution procedures set forth in Section 10.2 of the General Conditions. After such direct negotiations, each party may take steps necessary to protect its interests pursuant to Section 10.2.4 of the General Conditions, provided that Design-Builder shall proceed with the Work as if no dispute existed, and Owner shall continue to make payment for accepted Work completed by Design-Builder.

**9.2 Assignment.** Neither Design-Builder nor Owner shall, without the written consent of the other party assign, transfer, or sublet any portion or part of its obligations under the Contract Documents.

**9.3 Governing Law.** The Contract Documents shall be governed and construed in accordance with the laws of the State of Kansas.

**9.4 Severability.** If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to applicable laws by any authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part was deleted.

**9.5 Amendments.** This Agreement may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of both parties.

**9.6 Compliance with Laws.** Design-Builder shall abide by all federal, state or local laws, regulations or ordinances applicable to the Project and the Work, and to furnish any certification required by any federal, state or local agency in connection with the same.

**IN WITNESS WHEREOF**, the parties hereto have set their hands the day and year above written.

**OWNER:**  
**CITY OF HAYS, KANSAS**

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**Sandy Jacobs, Mayor**

**ATTEST:**

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**Jami Breit, City Clerk**

**STATE OF KANSAS, COUNTY OF ELLIS, SS:**

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_ , 2025, before me, the undersigned, a notary public in and for the County and State aforesaid, came Sandy Jacobs, Mayor for the City of Hays, Kansas, and Jami Breit, City Clerk, who are personally known to me to be the same persons who executed the foregoing Agreement, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

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**NOTARY PUBLIC**

My appointment expires:

**DESIGN-BUILDER:**  
**PWC, Inc.**

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**BY:** Matthew Allen, President

**STATE OF KANSAS, COUNTY OF ELLIS, SS:**

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a notary public in and for the County and State aforesaid, came \_\_\_\_\_ who is personally known to me to be the same persons who executed the foregoing Agreement, and duly acknowledged the execution of the same on behalf of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

\_\_\_\_\_  
NOTARY PUBLIC

My appointment expires:



## City Commission Work Session Agenda Memo

**From:** Kim Rupp, Director of Finance  
**Work Session:** June 5, 2025  
**Subject:** Property/Liability Coverage Renewal 2025/2026  
**Person(s) Responsible:** Kim Rupp, Director of Finance

### Summary

The City's Property/Liability Coverage is up for renewal on 7/1/2025. Insurance Planning Inc. (IPI) provides oversight for the City as the Insurance Broker. Taylor Pfannenstiel, Commercial Lines Executive for IPI had conversations with other insurance carriers and concluded that Midwest Public Risk (MPR) offered the lowest cost option for the renewal of the City's package. The outcome translates into a 30% increase or \$136,723 more than the prior period. City staff recommends pursuing the 2025/2026 Property/Liability Coverage renewal in the amount of \$590,944 with the incumbent as per the expiring policies.

### Background

Each year, City staff and its Insurance Broker complete the task of reviewing and preparing for the renewal of the Property/Liability Coverage package. Below is a chart showing the history of premiums on this package.

	2021/2022	2022/2023	2023/2024	2024/2025	2025/2026
Annual Contributions	\$262,616	\$292,679	\$370,501	\$454,221	\$590,944

The package this year includes the following categories.

- ***Buildings***
- ***Contents***
- ***Vehicles***
- ***Equipment***
- ***Other Property***
- ***Liability***

## Discussion

### **Insurance Renewal**

Attached is Insurance Planning, Inc.'s premium summary comparison including exposures last year, along with the upcoming 25-26 estimated exposures. There were two primary factors for the increase: a 66% increase in property values from the prior year (listed below is a summary of the value increases) and over the last several years the City has experienced a 244% loss ratio primarily due to hailstorms. The industry rule is a loss ratio of around 50% is breakeven for the insurer.

- **Building** values increased \$12,563,917.35
- **Contents** values increased \$12,124,387.66
- **Vehicle** values increased \$1,907,328.13
- **Equipment** values increased \$215,112
- **Other Property** values increased \$544,917.34
- **Liability Payrolls** increased \$709,750

### **Message from MPR**

As a service to our members, MPR provides property appraisals for buildings valued over \$100,000 on a 5-7 year rotation. Meaning, each building will be assessed by the type of construction, square footage, type of use, and items in the building to make it functional on what it would cost to rebuild new. This service is provided for two reasons, one so that as a pool we have the best opportunity to secure the lowest rates of coverage by demonstrating we have accurate values on our schedules. Second, and more important for individual members, with a 115% marginal clause on our buildings, it is very important those values are accurate.

During the 2024 appraisal process, Hays received an overall increase that was higher than expected and/or normal. There are two reasons for this that culminated in one big increase. First, construction costs from the years 2020-2022 rose at a rate the industry has never seen before, and while the values increased at renewal during those years, it was not enough to keep up with construction inflation. With the current appraisal, that gap has been eliminated. Second, and more importantly there were a number of items that had been left off the previous appraisal, as it was unclear at the time what types of items were covered, and which were not. Primarily, our coverage documents didn't clearly define a difference between items below ground (e.g swimming pool, sewer basin, etc) and things underground (pipes and valves.) Those things have been cleared up and are clearly covered.

During the prior appraisal, MPR also had a blanket policy meaning even if things weren't fully listed at complete value, the coverage would have been up to the total insured value of the City of Hays. Blanket policies have been phased out of the municipal space and replaced with the marginal clause. We believe at this time the property list fully covers the properties owned by the city, and they should all be within the margin clause value in case of a total loss.

### **MPR Member Entity Deductible Program:**

MPR's Property deductible is changing effective July 1<sup>st</sup>, 2025 for all members. With the current state of inflation costs and the continued increase they are seeing in deductibles across the industry, MPR made the decision to increase all member

deductibles to include a \$50,000 per occurrence wind and hail deductible. MPR's intentions are to continue with market trends but ensure the members have a desirable deductible that isn't based off of a 1% or 2% wind and hail deductible. This will allow MPR to remain competitive and fall in line with what is becoming an industry standard but still ensure they're continuing to do what is best for the members of MPR.

MPR's Auto Comprehensive and Collision deductibles remain at \$1,000 deductible per auto. Most of our agency's other carriers in the industry are currently offering auto Comprehensive and Collision deductibles starting at \$2,500 or \$5,000.

Insurance Planning, Inc is an Independent Agency that continues to watch the marketplace for the best fit for the City of Hays in regard to both coverage and premium. Loss Ratios also play a key role in the remarketing process from year to year. With Insurance Planning's guidance, it is staff's intention to actively pursue the remarketing process for the renewal in 2026/2027.

### **Legal Consideration**

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

### **Financial Consideration**

The renewal for 2025/2026 amounts to \$590,944, an increase of \$136,723 as compared to last year.

### **Options**

The City Commission has the following options:

- Renew the incumbent package as per expiring.
- Provide staff with further guidance.

### **Recommendation**

City staff recommends renewing the 2025/2026 Property/Liability Coverage with the incumbent package for \$590,944.

### **Action Requested**

Authorize the City Manager to renew the 2025/2026 Property/Liability Coverage package in the amount of \$590,944 to be funded from the Intergovernmental Insurance and Surety line item.

### **Supporting Documentation**

Exposure Summary  
Midwest Public Risk Member Services Brochure

## Premium Summary

**Named Insured:** City of Hays

Property/Coverage Description	Insured Values 2025-2026	Insured Values 2024-2025	Insured Values 2023-2024
Buildings	\$80,690,444	\$68,126,527	\$59,927,967
Contents	\$21,611,882	\$9,487,494	\$9,056,367
Vehicles – Auto Physical Damage	\$11,599,461	\$9,692,133	\$9,665,722
Equipment – Inland Marine	\$6,130,255	\$5,915,143	\$5,283,676
Other Property	\$11,612,320	\$11,067,402	\$11,003,806
<b>Total Property Insured Value</b>	<b>\$131,644,362</b>	<b>\$104,288,700</b>	<b>\$94,937,539</b>
<b>Total Liability Payroll</b>	<b>\$12,864,985</b>	<b>\$12,155,235</b>	<b>\$12,070,968</b>

## The City of Hays

### Finance and Service Advantages as a Member of Midwest Public Risk



**Complimentary Legal Services:** MPR covers the first three (3) hours of legal fees per incident involving employment practices, law enforcement liability, or land use. This intervention program has proven effective in helping avoid or minimize losses in these areas.



**Lexipol Public Safety Policy Development and Training Assistance:** The Hays Police Department participates in the Lexipol Knowledge Management System. As an MPR Member, Hays receives a 20% program discount on all Lexipol services. In addition, MPR currently covers 25% of the remaining costs for policy manual development, updates, and daily training bulletin fees. Since 2020, this has resulted in savings of \$22,000.



**MILO Range:** Law enforcement agencies participating in MPR's liability program have access to the MILO Range - an advanced training system designed to enhance use-of-force decision-making and tactical judgment. Valued at over \$30,000, the system is provided to Members at no cost, including setup and training. Hays PD utilizes the MILO Range twice each year.



**MPR Fall Conference:** Each fall, MPR hosts the Annual Members Meeting and Fall Conference, offering two days of high-quality training and networking opportunities. All conference-related expenses are fully covered by MPR, ensuring Members can participate at no additional cost.



**Budget Smoothing:** Members of MPR leverage the value of all Members to secure a less volatile place in the reinsurance markets. While costs continually escalate, pooling generally provides a smoother increase over time versus an individual Member being at the whim of the marketplace and their individual losses.



**MPR Risk Management On-Site Services:** MPR staff are readily available via phone or email to provide tailored support. With in-depth knowledge of your operations, facilities, and personnel, our team offers on-site consultations, employee training, comprehensive facility and park evaluations, and guidance for safety committee initiatives.



**Member Building Appraisals:** MPR funds professional property appraisals for all insured buildings valued at over \$100,000 on a five- to seven-year cycle. These appraisals are conducted by a qualified independent appraisal firm to ensure accurate and up-to-date valuations. The City's properties were appraised in 2024, with the estimated value of this service totaling approximately \$15,000.



**Loss Control Committees:** To foster collaboration and shared learning among Members, MPR facilitates several specialized Loss Control Committees.

- *Law Enforcement Liability Committee*
- *Recreation and Parks Committee*
- *Public Works Liability Committee*
- *Finance Advisory Committee*



**Risk Prevention Advisories:** MPR currently offers more than 90 Risk Prevention Advisories designed to support Members with best practices across a variety of operational and safety-related topics. These include, but are not limited to:

- FLSA Youth & Labor Requirements
- Bounce Houses
- Active Shooter Incidents
- Volunteer Risk Management
- Sewer Operating Guide



**WeTip:** MPR Members have free access to WeTip, an anonymous crime reporting tool specifically designed for public-sector use. The service partners with local agencies to offer rewards for tips related to minor crimes that can significantly impact community operations. Many Members have created customized flyers through WeTip to help identify vandals and prevent future damage in parks and other public spaces. This fiscal year alone, 19 tips have been called in from Hays.



**Online Training Provided by MPR:** The City of Hays has complimentary access to two online training platforms through MPR. Both systems include built-in testing components and serve as valuable tools for onboarding new employees and providing refresher training.

**LocalGovU** offers more than 150 online courses tailored specifically for public entities. A significant portion of the content focuses on law enforcement topics. Hays staff completed over 150 courses on the platform. The estimated cost of this service, if purchased independently, would exceed \$8,000.

The **Streamery** platform focuses on general safety training and includes a library of more than 700 titles. The value of this service is approximately \$2,995 if obtained separately.



**Training by Regional and National Experts on Today's Timely Topics:** MPR is committed to providing high-quality, no-cost training opportunities for its Members. Most sessions are held at our Independence office and are streamed for Members outside the area. For in-person, on-site-only trainings, hotel accommodations may be provided. These sessions feature regional and national subject matter experts and cover a wide range of relevant and evolving topics.

In recent years, MPR has offered the following training opportunities:

- Playground Maintenance Technician Certification
- Flagger Training (multiple sessions)
- Chainsaw Safety (offered every three years)
- Law Enforcement Liability (multiple sessions)
- Public Official Liability (annually)
- Missouri Sunshine Law (multiple sessions)
- Sewer Response Preparedness
- Employee Handbook Workshop
- Law Enforcement Symposium
- Supervisor Success Symposium
- Workers' Compensation Symposium
- Property/Liability Symposium



## City Commission Work Session

### Agenda Memo

**From:** Jeff Boyle, Director of Parks

**Work Session:** June 5, 2025

**Subject:** Cemetery Ordinance Revisions

**Person(s) Responsible:** Jeff Boyle, Director of Parks

#### **Summary**

Staff completed a fee and language review of the City Code of Ordinances, Chapter 17, regarding cemeteries. It was determined that all current fees, except for the columbarium niche fees, are well below the average of other communities across the state. The current prices are not keeping up with today's labor and equipment costs at the cemeteries. Several other recommended changes were made throughout the document to help clarify certain aspects of the ordinances or to simply help convey legal needs on the city's behalf. City Staff recommends approval of the proposed amendments to certain sections of Articles I, II and III in Chapter 17 of the City Code of Ordinances governing City cemeteries as presented.

#### **Background**

The City of Hays owns Fort Hays Memorial Gardens Cemetery and Mount Allen Cemetery. The city has not implemented fee increases for the two city-owned cemeteries in over 20 years.

#### **Discussion**

City Staff reviewed cemetery fees from other communities and determined that the City of Hays fees are well below average, with exception of the columbarium niches. While completing a review of the fees, staff also took the opportunity to review all of the language within the cemetery ordinances and are recommending some minor changes throughout the document as well. Most of the recommended changes are either for clarification purposes or to help convey legal needs on the city's behalf. The following fee increases are being recommended:

	<u>Current</u>	<u>Proposed</u>
Space Fees – Full Space	\$250	\$500
Space Fees – Infant	\$50	\$250
Disinterment – Full Space	\$500	\$1,500

Disinterment – Cremation	\$100	\$500
Disinterment – Infant	\$100	\$500
Disinterment – Columbarium	\$100	\$300
Grave Opening – Full/Weekday	\$250	\$500
Grave Opening – Full/Weekend	\$300	\$800
Grave Opening – Cremation/Weekday	\$50	\$250
Grave Opening – Cremation/Weekend	\$100	\$450
Columbarium Opening – Weekday	\$50	\$250
Columbarium Opening – Weekend	\$100	\$450
Monument Setting – Single	\$10	\$40
Monument Setting – Double	\$25	\$40

The recommended language changes vary in degree but are generally being made to clarify and bring the ordinance more in line with modern times. For example, one of the proposed changes will remove outdated horse and livestock language that prohibits livestock from grazing in the cemetery. That may have been an issue 75 to 100 years ago, but it is not today. Another proposed change clarifies what is needed in the event a purchaser places in their name multiple grave spaces yet hasn't specified which descendants are entitled to those spaces.

## **Legal Consideration**

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

## **Financial Consideration**

Current fees for the cemeteries are well below average and need to be increased to maintain operations given the increasing labor and equipment costs the city has experienced.

## **Options**

The City Commission has the following options:

- Approve the recommended fee increases and language clarification as presented.
- Do nothing.
- Provide further guidance on how staff should proceed.

## **Recommendation**

Staff recommends approval of the proposed amendments to certain sections of Articles I, II and III in Chapter 17 of the City Code of Ordinances governing City cemeteries as presented.

## **Action Requested**

Approve the proposed amendments to certain sections of Articles I, II and III in Chapter 17 of the City Code of Ordinances governing City cemeteries as presented.

## **Supporting Documentation**

Copy of fee comparables from other communities (5 pages total)  
Copy of redlined ordinance showing proposed changes

## Grave Space Fees

<b>City</b>	<b>Full Space</b>
Goodland	\$ 100.00
Columbus	\$ 175.00
Hays	\$ 250.00
Newton	\$ 400.00
Pratt	\$ 400.00
Garden City	\$ 450.00
<b>Hays (Recommended)</b>	<b>\$ 500.00</b>
Dodge City	\$ 500.00
Great Bend	\$ 500.00
McPherson	\$ 500.00
Eudora	\$ 550.00
Manhattan	\$ 600.00
Kearney, NE	\$ 675.00
Pittsburg	\$ 800.00
Hutchinson	\$ 1,000.00
<b>Average</b>	<b>\$ 492.86</b>

<b>City</b>	<b>Infant Space</b>
Hays	\$ 50.00
McPherson	\$ 50.00
Dodge City	\$ 100.00
Goodland	\$ 100.00
Newton	\$ 100.00
Pratt	\$ 100.00
Kearney, NE	\$ 150.00
Columbus	\$ 175.00
Manhattan	\$ 175.00
<b>Hays (Recommended)</b>	<b>\$ 250.00</b>
Garden City	\$ 250.00
Great Bend	\$ 250.00
Eudora	\$ 550.00
Pittsburg	\$ 800.00
Hutchinson	\$ 1,000.00
<b>Average</b>	<b>\$ 275.00</b>

## Disinterment Fees

<b>City</b>	<b>Full Space</b>	<b>City</b>	<b>Cremation</b>	<b>City</b>	<b>Infant</b>	<b>City</b>	<b>Columbarium</b>
Goodland	\$ 100.00	Hays	\$ 100.00	Hays	\$ 100.00	Kearney, NE	\$ 50.00
Columbus	\$ 300.00	Goodland	\$ 100.00	Goodland	\$ 100.00	Hays	\$ 100.00
Hays	\$ 500.00	Columbus	\$ 200.00	Columbus	\$ 200.00	Goodland	\$ 100.00
Great Bend	\$ 750.00	Great Bend	\$ 250.00	Dodge City	\$ 300.00	Dodge City	\$ 150.00
Manhattan	\$ 800.00	Dodge City	\$ 300.00	Newton	\$ 300.00	Columbus	\$ 200.00
McPherson	\$ 800.00	Garden City	\$ 350.00	Great Bend	\$ 375.00	Hays (Recommended)	\$ 300.00
Garden City	\$ 900.00	Newton	\$ 450.00	Hays (Recommended)	\$ 500.00	Garden City	\$ 350.00
Dodge City	\$ 1,000.00	Hays (Recommended)	\$ 500.00	Pratt	\$ 500.00	Newton	\$ 450.00
Newton	\$ 1,000.00	McPherson	\$ 500.00	Kearney, NE	\$ 525.00	Manhattan	\$ 800.00
Pittsburg	\$ 1,000.00	Pratt	\$ 500.00	McPherson	\$ 600.00	Pittsburg	\$ 1,000.00
Kearney, NE	\$ 1,000.00	Kearney, NE	\$ 525.00	Garden City	\$ 700.00	Eudora	N/A
Hays (Recommended)	\$ 1,500.00	Manhattan	\$ 800.00	Manhattan	\$ 800.00	Great Bend	N/A
Hutchinson	\$ 2,000.00	Hutchinson	\$ 1,000.00	Pittsburg	\$ 1,000.00	Hutchinson	N/A
Pratt	\$ 2,000.00	Pittsburg	\$ 1,000.00	Hutchinson	\$ 1,500.00	McPherson	N/A
Eudora	N/A	Eudora	N/A	Eudora	N/A	Pratt	N/A
Average	\$ 934.62	Average	\$ 467.31	Average	\$ 538.46	Average	\$ 355.56

## Grave Opening Fees

City	Full Space Weekday
Hays	\$ 250.00
Columbus	\$ 300.00
Great Bend	\$ 300.00
Dodge City	\$ 350.00
McPherson	\$ 400.00
Eudora	\$ 450.00
Garden City	\$ 450.00
Goodland	\$ 475.00
Hays (Recommended)	\$ 500.00
Newton	\$ 500.00
Pratt	\$ 500.00
Manhattan	\$ 550.00
Kearney, NE	\$ 650.00
Pittsburg	\$ 950.00
Hutchinson	\$ 1,000.00
Average	\$ 508.93

City	Full Space Weekend
Hays	\$ 300.00
Dodge City	\$ 350.00
Great Bend	\$ 400.00
Columbus	\$ 475.00
Goodland	\$ 475.00
Garden City	\$ 600.00
Pratt	\$ 600.00
Newton	\$ 700.00
Eudora	\$ 750.00
Hays (Recommended)	\$ 800.00
McPherson	\$ 800.00
Manhattan	\$ 950.00
Kearney, NE	\$ 1,000.00
Pittsburg	\$ 1,250.00
Hutchinson	\$ 1,300.00
Average	\$ 710.71

City	Cremation Weekday
Hays	\$ 50.00
Dodge City	\$ 150.00
Great Bend	\$ 150.00
Garden City	\$ 175.00
Columbus	\$ 200.00
Goodland	\$ 200.00
McPherson	\$ 200.00
Pratt	\$ 200.00
Newton	\$ 225.00
Hays (Recommended)	\$ 250.00
Kearney, NE	\$ 325.00
Eudora	\$ 350.00
Manhattan	\$ 350.00
Pittsburg	\$ 600.00
Hutchinson	\$ 800.00
Average	\$ 283.93

City	Cremation Weekend
Hays	\$ 100.00
Dodge City	\$ 150.00
Goodland	\$ 200.00
Garden City	\$ 225.00
Great Bend	\$ 300.00
Columbus	\$ 375.00
Pratt	\$ 400.00
Newton	\$ 425.00
Hays (Recommended)	\$ 450.00
Kearney, NE	\$ 550.00
McPherson	\$ 600.00
Eudora	\$ 650.00
Manhattan	\$ 750.00
Pittsburg	\$ 900.00
Hutchinson	\$ 1,000.00
Average	\$ 473.21

## Columbarium Grave Opening Fees

<b>City</b>	<b>Columbarium Weekday</b>
Hays	\$ 50.00
Dodge City	\$ 150.00
Columbus	\$ 175.00
Kearney, NE	\$ 225.00
Newton	\$ 225.00
<b>Hays (Recommended)</b>	<b>\$ 250.00</b>
Manhattan	\$ 350.00
Goodland	\$ 475.00
Pittsburg	\$ 600.00
Eudora	N/A
Garden City	N/A
Great Bend	N/A
Hutchinson	N/A
McPherson	N/A
Pratt	N/A
<b>Average</b>	<b>\$ 281.25</b>

<b>City</b>	<b>Columbarium Weekend</b>
Hays	\$ 100.00
Dodge City	\$ 150.00
Columbus	\$ 175.00
Kearney, NE	\$ 225.00
Newton	\$ 325.00
<b>Hays (Recommended)</b>	<b>\$ 450.00</b>
Goodland	\$ 475.00
Manhattan	\$ 750.00
Pittsburg	\$ 900.00
Eudora	N/A
Garden City	N/A
Great Bend	N/A
Hutchinson	N/A
McPherson	N/A
Pratt	N/A
<b>Average</b>	<b>\$ 387.50</b>

## Monument Setting Fees

<b>City</b>	<b>Single</b>	<b>City</b>	<b>Double</b>
Hays	\$ 10.00	Great Bend	\$ 20.00
Dodge City	\$ 15.00	Pratt	\$ 20.00
Great Bend	\$ 20.00	Dodge City	\$ 25.00
Pratt	\$ 20.00	Garden City	\$ 25.00
Garden City	\$ 25.00	Hays	\$ 25.00
McPherson	\$ 30.00	McPherson	\$ 30.00
Hays (Recommended)	\$ 40.00	Hays (Recommended)	\$ 40.00
Columbus	\$ 50.00	Columbus	\$ 50.00
Newton	\$ 50.00	Newton	\$ 50.00
Hutchinson	\$.75/inch	Hutchinson	\$.75/inch
Eudora	N/A	Eudora	N/A
Goodland	N/A	Goodland	N/A
Kearney, NE	N/A	Kearney, NE	N/A
Manhattan	N/A	Manhattan	N/A
Pittsburg	N/A	Pittsburg	N/A
<b>Average</b>	<b>\$ 27.50</b>	<b>Average</b>	<b>\$ 30.63</b>

## **Chapter 17 CEMETERIES<sup>1</sup>**

### ***ARTICLE I. IN GENERAL***

#### **Sec. 17-1. City cemeteries.**

The cemeteries currently acquired by the city shall be named "Mount Allen Cemetery" and "Fort Hays Memorial Gardens," and may hereinafter be referred to as the "cemeteries" or "city cemeteries," or collectively as "cemetery."

(Code 2000, § 12.32.010)

#### **Sec. 17-2. Application of city laws.**

All provisions of this code now in force or hereafter enacted, relating to and defining public offenses in the city shall, insofar as the provisions shall be applicable, be in full force and effect in the cemetery of the city.

(Code 2000, § 12.32.020)

#### **Sec. 17-3. Burial of humans only.**

All grave spaces/columbarium niches shall be solely for the purpose of interment of human bodies as the conveyance shall recite.

(Ord. No. 3762, §§ 1, 11, 12-23-2008)

Editor's note(s)—Ord. No. 3762, §§ 1, 11, adopted Dec. 23, 2008, repealed former § 17-3, and enacted a new § 17-3 as set out herein. The former § 17-3 pertained to similar subject matter. See the Code Comparative Table for complete derivation.

#### **Sec. 17-4. Unlawful entry.**

It is unlawful for any person, other than duly authorized officers or employees of the city, to enter into or be upon the cemetery grounds of the city during the time between one hour after sunset and the hour of sunrise of any day, or for any person to enter or leave such grounds other than by the established and open entrances or gateways thereto. It is further unlawful at all times for any person to enter or be upon the cemetery grounds of the city when the gates or entrances to such cemetery are closed, locked or blocked without first obtaining the permission of the caretaker or city officer in charge of the cemetery.

(Code 2000, § 12.32.040)

<sup>1</sup>State law reference(s)—Cemeteries, K.S.A. 12-1401 et seq.

### **Sec. 17-5. Firearms or fireworks prohibited; exceptions.**

It is unlawful for any person to discharge any firearms or fireworks ~~or have firearms or fireworks in possession~~ while in the cemetery. This section shall not apply to military personnel or members of ~~veterans~~veteran's organizations or to authorized persons while participating in memorial services or military funerals nor to law enforcement officers.

(Code 2000, § 12.32.050)

### **Sec. 17-6. Speed of vehicles.**

It is unlawful for any person to drive any vehicle in the cemetery faster than 15 miles per hour.

(Code 2000, § 12.32.060)

### **Sec. 17-7. Operation of vehicles; parking.**

- (a) It is unlawful to drive or move any vehicle within such cemetery except over a roadway open for vehicular traffic or to obstruct any path or driveway within the cemetery open to vehicular traffic. ~~No person shall use the cemetery grounds or any driveway within such grounds as a public thoroughfare nor drive through such grounds except for purposes of making deliveries in connection with cemetery work or other lawful purposes.~~
- (b) It shall be the duty of the cemetery caretaker and his assistants to direct all vehicular traffic. The caretaker is authorized to direct the parking or standing of all vehicles in the cemetery. It is unlawful for any person to disobey or disregard the directions of the caretaker relating to the movement or standing of all vehicles within the cemetery.

(Code 2000, § 12.32.070)

### **Sec. 17-8. Animals prohibited.**

It is unlawful for any person to allow or permit ~~their animals his dog~~ to run at large within the cemetery, ~~to leave any horse unattended or at large in the cemetery, to turn any livestock into the cemetery or graze or picket such animals in the cemetery.~~

(Code 2000, § 12.32.080)

### **Sec. 17-9. Rubbish and debris.**

It is unlawful for any person to dispose of any rubbish, trash or waste materials or debris of any kind in the city cemetery; provided that it shall be permissible to accumulate any refuse resulting from the doing of any authorized work in the cemetery but the refuse together with all derricks, tools, and materials shall be removed immediately upon completion of such work and the grounds shall be left in as good condition as possible.

(Code 2000, § 12.32.090)

### **Sec. 17-10. Property damage.**

Subject to the rules and regulations therefor established, it is unlawful for any person to remove, molest, injure, mar, deface, throw down or destroy any headstone, monument, marker, tomb, vault, or mausoleum or decoration on any cemetery lot in such cemetery, or to open, disturb or molest any grave or place of burial in such cemetery. The city shall take reasonable precautions to protect lot owners from loss or damage, but is not liable for damage beyond its control including vandalism, an act of God, and theft, whether the damage is direct or consequential.

(Code 2000, § 12.32.100)

### **Sec. 17-11. Trees, shrubs and flowers.**

It is unlawful for any unauthorized person to cut down, injure, break or destroy any trees, shrubs or other plants growing in such cemetery, or to pick, pluck or cut any flowers or decorative plants except as authorized by the cemetery rules. It shall be unlawful for any person to cultivate or plant any shrubbery, flowers, or trees at any location within the city cemeteries as listed in Section 17-1. The cemetery caretaker or designee has the right to establish/remove such vegetation as deemed necessary in areas of the cemetery inside and outside plotted areas.

(Code 2000, § 12.32.110)

### **Sec. 17-12. Trespassing or loitering; exceptions.**

It is unlawful for any person to loiter in or trespass upon lots and graves of the city cemetery or for the parent or guardian of any child to permit such child to be within such cemetery grounds unless accompanied by an adult person; provided, nothing in this section shall be construed to prohibit any person having lawful business in the cemetery in connection with improvement of such cemetery or persons visiting the graves of relatives or friends from being in such cemetery in accordance with the rules.

(Code 2000, § 12.32.120)

### **Secs. 17-13—17-42. Reserved.**

## **ARTICLE II. ADMINISTRATION**

### **Sec. 17-43. Administration by cemetery division; supervision of city manager.**

The city cemetery, for purposes of administration, shall be operated by the cemetery division of the department of parks of the city, and shall be under the supervision and control of the city manager or designee, who shall enforce the provisions of this chapter pertaining to such cemetery and the rules and regulations governing the cemetery.

(Code 2000, § 12.32.130)

### **Sec. 17-44. Enforcement of rules and regulations.**

The city manager or designee shall cause the cemetery rules and regulations, as fixed by the commission, to be observed and fully complied with by his subordinates and owners of cemetery lots.

(Code 2000, § 12.32.140)

**Sec. 17-45. Recommendations to commission.**

The city manager shall make such recommendations to the commission for the proper operation of the cemetery and the necessary materials, equipment and improvement as may be necessary for its maintenance and care.

(Code 2000, § 12.32.160)

**Sec. 17-46. Duty of city clerk to keep records; funds.**

The city clerk shall have the custody and keeping of the original and official cemetery records of lots, conveyances, owners and interments in the cemetery and shall keep an official plat of the cemetery in his the city clerk's office. The city clerk He shall collect and account for cemetery funds from the sale of lots, or received from other sources, and shall issue all cemetery certificates and permits as authorized by law or ordinance. All such funds shall be delivered over to the city treasurer and accredited to the city general operating fund.

(Code 2000, § 12.32.200)

**Sec. 17-47. Rules and regulations to be adopted.**

The commission shall adopt and promulgate suitable and proper rules and regulations for the alteration and government of Mount Allen Cemetery and Fort Hays Memorial Gardens Cemetery in all matters not specifically covered by ordinance and as may be required for all such purposes.

(Code 2000, § 12.32.210)

**Secs. 17-48—17-67. Reserved.**

***ARTICLE III. RULES AND REGULATIONS***

**Sec. 17-68. Cemetery plat approved.**

The decision, survey and plat of Mount Allen Cemetery and Fort Hays Memorial Gardens Cemetery into lots, blocks, parkings, roadways and walks, as made and constituted at the time of acquisition by the city, shall be and is accepted and approved, and the decision, survey and plat shall be kept on file in the office of the city clerk.

(Code 2000, § 12.32.220)

**Sec. 17-69. Sale of grave spaces.**

- (a) All unsold grave spaces, surveyed and platted for grave space in the cemetery, shall be sold in quantities of not less than one-fourth of a lot (two spaces), except in areas that have been designated by the city as being available for single spaces. The prices apply to Mount Allen Cemetery and Fort Hays Memorial Gardens Cemetery. The prices and the effective dates of such prices, shall be determined by the governing body and shall be specified in a resolution authorizing the same, and may be amended by resolution of the governing

body. The following prices are currently in effect at the time of passage of the ordinance from which this section is derived, and shall continue in full force and effect until any new or different prices go into effect:

Size	Amount (in dollars)
1 space	\$250.00 \$500
2 spaces—½ lot	500.00 \$1,000
4 spaces—½ lot	1,000.00 \$2,000
8 spaces—one full lot	2,000.00 \$4,000
Infant space	50.00 \$250

- (b) Cremation burials shall be allowed in the cemetery: Two cremations per space or one full burial and one cremation per space; provided, the full burial interred first. No full burials will be allowed after a cremation burial has been placed on said space.

(Code 2000, § 12.32.230; Ord. No. 3762, §§ 2, 11, 12-23-2008)

### **Sec. 17-69(A). Columbarium.**

- (a) The following prices apply to the Mount Allen Cemetery Columbarium. The price includes the cost of the columbarium niche, perpetual care and vase ring. The prices and the effective dates of such prices shall be determined by the governing body and shall be specified in a resolution authorizing the same, and may be amended by resolution of the governing body. The following prices are currently in effect at the time of passage of the ordinance from which this section is derived, and shall continue in full force and effect until any new or different prices go into effect:

Columbarium	Amount (in dollars)
Top row #1	Single niche \$1,100.00, double niche \$1,900.00
Row #2, #3	Single niche \$1,200.00, double niche \$2,100.00
Row #4	Single niche \$1,100.00, double niche \$1,900.00
Row #5	Single niche \$1,000.00, double niche \$1,700.00
Row #6	Single niche \$900.00, double niche \$1,500.00

- (b) Only two urns will be allowed per niche.

(Ord. No. 3762, § 3, 12-23-2008)

### **Sec. 17-70. Payment for grave spaces/niches.**

No grave space or columbarium niche shall be used for the purpose of burial, nor a certificate of purchase be issued until the purchase price of such grave space or columbarium niche shall have been paid in full to the city, or until the city clerk shall have satisfactory guaranty of such payment.

(Ord. No. 3762, §§ 4, 11, 12-23-2008)

Editor's note(s)—Ord. No. 3762, §§ 4, 11, adopted Dec. 23, 2008, repealed former § 17-70, and enacted a new § 17-70 as set out herein. The former § 17-70 pertained to similar subject matter. See the Code Comparative Table for complete derivation.

### **Sec. 17-71. Conveyance to purchaser; issuance by clerk.**

Upon the full payment of the purchase price of any grave space or columbarium niche owned by the city, a cemetery certificate shall be issued by the city clerk which shall be signed by the Mayor and attested by the clerk under the seal of the city. Such certificate shall convey to and vest in the purchaser, and the purchaser's his heirs and assigns, a right to the grave space/niche for the sole purpose of human interment, under the regulations of the governing body of the city. Such certificate shall be entitled to recordation in the office of the register of deeds of the county without further acknowledgment. In the event of death of the grave space owner or columbarium niche owner, the heirs or devisees of such owner shall file with the city satisfactory proof, as determined by the city, of the new ownership. No interments will be permitted until such proof is given, and the heirs or devisees indemnify the city from any expense incurred should such proof of the new ownership be unauthorized or incorrect.

(Ord. No. 3762, §§ 5, 11, 12-23-2008)

Editor's note(s)—Ord. No. 3762, §§ 5, 11, adopted Dec. 23, 2008, repealed former § 17-71, and enacted a new § 17-71 as set out herein. The former § 17-71 pertained to similar subject matter. See the Code Comparative Table for complete derivation.

### **Sec. 17-72. Limitation on number of grave spaces/niches owned; purchase by city.**

The commission may limit the number of grave spaces/niches which shall be owned by one person at the same time. No sale, transfer or conveyance of any grave space/niche, shall be made by the owner until first approved by the city manager or his designee. The city manager or designee may authorize the purchase by the city of any unused grave spaces/niches from the legal titleholders at not more than the current price thereof. The seller of grave spaces/niches will be required to prove to the city's satisfaction that no previous burials have occurred in grave spaces/niches prior to sale.

(Ord. No. 3762, §§ 6, 11, 12-23-2008)

Editor's note(s)—Ord. No. 3762, §§ 6, 11, adopted Dec. 23, 2008, repealed former § 17-72, and enacted a new § 17-72 as set out herein. The former § 17-72 pertained to similar subject matter. See the Code Comparative Table for complete derivation.

### **Sec. 17-73. Grave depth.**

All interments of adults in ordinary boxes or underground vaults shall not be less than five feet and interments of children not less than four feet, under the surface of the ground.

(Code 2000, § 12.32.270)

### **Sec. 17-74. Digging to be done by caretaker or assistants.**

All graves shall be dug by city personnel or designees.

(Code 2000, § 12.32.280)

### **Sec. 17-75. Burial permit required; registration of vital statistics.**

No interment or burial shall be made in the Mount Allen Cemetery or Fort Hays Memorial Gardens Cemetery without a burial permit therefor issued by the city clerk, as provided by law. The caretaker or other person in

charge of the cemetery shall not inter or permit the interment of any dead body unless it be accompanied by a permit as required by law. ~~He~~The caretaker or other person in charge of the cemetery shall make a return of such permit to the city clerk and keep a cemetery record of all interments as required by law.

(Code 2000, § 12.32.290)

### **Sec. 17-76. Permit prerequisite to grave space/niche opening; liability for charges.**

No grave shall be opened in any grave space/niche until the city clerk has issued the interment permit required. Any person, caretaker, shall be liable to the city for any charges or fees required for opening any grave space/niche or making any interment when any work or interment preparations shall be commenced without an interment permit or without an assurance of payment of the fees or charges required therefore.

(Ord. No. 3762, §§ 7, 11, 12-23-2008)

Editor's note(s)—Ord. No. 3762, §§ 7, 11, adopted Dec. 23, 2008, repealed former § 17-76, and enacted a new § 17-76 as set out herein. The former § 17-76 pertained to similar subject matter. See the Code Comparative Table for complete derivation.

### **Sec. 17-77. Permit for interment; issuance by clerk.**

- (a) Before any grave space/niche is opened or dug, a permit for interment therefore shall be approved by the city clerk. The permit for interment request shall be made not less than ~~sixteen ten~~ working hours before the time of interment. The permit request for such interment may be made by:
  - (1) The owner of the grave space/niche or ~~their his~~ duly authorized agent or representative;
  - (2) The funeral director or person in charge of interment; or
  - (3) Some other authorized person.
- (b) The permit will contain a stipulation that the interment permit holder agrees to indemnify the city for any expense incurred by it if the opening for interment proves to be unauthorized or on the wrong grave space/niche.
- (c) The interment permit must provide the following information:
  - (1) Name of grave space/niche owner;
  - (2) Legal description of the grave space/niche in which interment is to be made;
  - (3) Name of person to be interred;
  - (4) Hour of interment;
  - (5) Name of person requesting interment;~~is~~
  - (6) Description of interment type including full burial or cremation, and size of urn being used.
- (d) The city clerk shall, upon the approval of a permit for interment in a grave space, and upon receipt of the sum of ~~\$500.00 250.00~~, or as may be amended per subsection (e) below, as payment of all fees and charges fixed for such permits and the opening of a grave space, and upon satisfactory evidence of payment of the full purchase price of a grave space (if the same belongs to the city) at the time of request, issue an interment permit giving the information provided in subsection (c) of this section and permission to open the grave space described; provided, however, that the cost of opening or closing of grave spaces on ~~Saturdays weekends and, after normal working hours and designated city holidays~~ shall be at a cost of ~~\$800.00 300.00~~, or as may be amended per subsection (e) below; and provided further that the cost of

opening or closing of a crematory grave, columbarium niche or areas designated for infant interments shall be at a cost of ~~\$250.00~~ 50.00, except for Saturdays weekend and after normal working hours ~~designated city holidays~~ at which the cost shall be ~~\$450.00~~ 100.00, or as may be amended per subsection (e) below. No interments shall be made on Sunday, or city recognized holidays.

- (e) The prices set forth in subsection (d) may be amended by resolution of the governing body.

(Ord. No. 3762, §§ 8, 11, 12-23-2008)

Editor's note(s)—Ord. No. 3762, §§ 8, 11, adopted Dec. 23, 2008, repealed former § 17-77, and enacted a new § 17-77 as set out herein. The former § 17-77 pertained to similar subject matter. See the Code Comparative Table for complete derivation.

### **Sec. 17-78. Permit for disinterment; issuance by clerk.**

- (a) Before any grave space/niche is reopened or dug, a permit for disinterment shall be approved by the city clerk. The disinterment request shall be made not less than ~~ten~~ five working days before the time of disinterment. The disinterment permit will be issued after payment of the service charge, as follows:
- (1) Disinterment (inground full grave space) ~~\$1,500.00~~ 500.00;
  - (2) Disinterment (inground cremation adult/infant) ~~\$500.00~~ 100.00; and
  - (3) Disinterment (columbarium niche) ~~\$300.00~~ 100.00, which prices may be amended by resolution of the governing body.
- Disinterments will only be performed during normal working hours, Monday through Friday.
- (b) The disinterment permit shall give the number of the lot and block on which such grave space/niche is situated, the name of the person previously interred in such grave space/niche, the time of previous interment and the location of future interment and the reason therefore. The permit shall be signed by a member of the family or, when there is no family, by the next of kin requesting the disinterment. Upon approval, a disinterment permit shall be issued by the city clerk. The disinterment permit shall contain the information requested and shall be issued over the signature of the city clerk and under the seal of the city and shall authorize the reopening of the grave space/niche as described by the permit.
- (c) The cemetery caretaker shall, upon receipt of the disinterment permit, reopen the grave space/niche as follows:
- (1) For inground burials, the cemetery caretaker or other person in charge of the cemetery ~~designee~~ shall remove soil and expose the existing vault/urn in a manner reasonable enough for removal. For columbarium niches, the cemetery caretaker or other person in charge of the cemetery ~~designee~~ shall remove the interior granite security doors and the outside granite face doors to expose urn.
  - (2) The owner, authorized agent, representative, funeral director, or other authorized person issued a disinterment permit shall be required to schedule and pay for services for actual vault removal by a vault company or similar company, and only under direct supervision of the caretaker.
  - (3) After exhumation has occurred, the cemetery caretaker shall be responsible for all final work including:
    - a. Filling of the grave space or closing of columbarium niche at disinterment location.
    - b. Grading and seeding of soil.
    - c. Any other site preparations.
- (d) Upon completion of the work, and the reinterment, if there shall be one, the caretaker shall make a return of the permit to the city clerk with the statement of the charges incurred in accordance with the rules of the

cemetery division of the department of parks of the city. An order of the district court, or the judge of such court, for the exhumation of the body of the deceased person shall be a sufficient application for a permit required under this section and the cost of such exhumation including the payment of the required service charges shall be a claim against the county commissioners as provided by law.

(Ord. No. 3762, §§ 9, 11, 12-23-2008)

Editor's note(s)—Ord. No. 3762, §§ 9, 11, adopted Dec. 23, 2008, repealed former § 17-78, and enacted a new § 17-78 as set out herein. The former § 17-78 pertained to similar subject matter. See the Code Comparative Table for complete derivation.

## **Sec. 17-79. Requirements governing use and adornment of cemetery grave spaces/niches; procedure for selling reclaimed grave spaces/niches.**

In order to secure uniformity of work and to prevent unsightly conditions and to provide rules for the use and adornment of the grave spaces/niches in Mount Allen Cemetery or Fort Hays Memorial Gardens Cemetery, the following regulations shall govern such cemeteries:

- (1) No monument, headstone or columbarium doors of any kind shall be placed on any grave space/niche, or removed or relocated, or inscription made without a monument/headstone setting permit from the city. Such permit shall be issued upon receipt in writing by the owner of the grave space/niche, their his agent or representative, giving a description of the work to be done and upon payment of such fee as may be fixed by the commission. No permit shall be issued by the city for any such purpose until the grave space/niche have been paid for in full. Columbarium doors must remain uniform and will be issued by the city prior to inscription.
- (2) All monuments, and headstones must be set by the monument company -or columbarium doors must be put up under the direction and supervision of the caretaker or officer other person in charge of the cemetery. Columbarium doors will be removed and replaced by the caretaker or other person in charge of the cemetery.
- (3) Concrete foundations for monuments and headstones shall be provided in all cases and shall consist of six parts of coarse sand or gravel and not less than one part of Portland quality cement, thoroughly mixed. The concrete shall be poured in a pit up to grade and made perfectly level on top. The pit for the foundation shall extend not less than the full width and length of the monument or headstone and its cubic capacity shall be in general not less than three-fifths of the volume of the monument or headstone or in proportion to the size and weight thereof. A minimum notice of three working days must be provided to the cemetery caretaker prior to installation in all cases.
- (4) Materials and equipment for the erection of said structures shall be placed and used in such manner as not to injure or impede other grave spaces, avenues or walkways. Upon completion of the work, all rubbish, unused materials and any equipment shall promptly be removed from the cemetery.
- (5) At Mount Allen Cemetery, No monuments or headstones shall be more than one foot in height, unless such stone shall be at least six inches in thickness. At Fort Hays Memorial Gardens Cemetery, headstones must be flush with the existing ground. Monuments and headstones must be granite or bronze. natural stone hard enough to refine to a smooth and glossy condition.
- (6) All monuments and headstones must be set by the monument company under supervision of the caretaker or officer in charge of the cemetery.
- (7) Mausoleums, vaults or other burial structures, built or constructed entirely aboveground, or partly by excavation therein, will not be allowed in any city-owned or operated cemetery.
- (8) The permanent mounding of a grave space is prohibited.

- (9) Enclosures such as fences, walls and curbs around grave spaces or portions thereof shall be prohibited.
- (10) When grave spaces are neglected and uncared for, or when the owners of such grave spaces are deceased or have moved to distant communities or are unknown and no provision has been made by such owners for the care of such grave spaces, the city may put grave spaces or adornments in a condition to be cared for as other grounds of the cemetery.
- (11) If any tree, shrub, or structure of any kind becomes dangerous or detrimental within the cemetery, the city may cause such condition to be corrected or the offending plant or structure removed.
- (12) The following procedure shall be used by the city in selling reclaimed cemetery grave spaces/niches as defined by K.S.A. 12-1440 et seq., as amended:
  - a. In the event any person desires to purchase a cemetery grave space/niche located in the area of the cemetery which would qualify as an unclaimed or abandoned grave space/niche as defined by K.S.A. 12-1440 et seq., as amended, such person or applicant shall file with the city clerk an application to purchase such grave space/niche as set forth in section 17-77, and shall thereupon pay to the city clerk the sum of ~~\$2,000.00~~ 750.00 in advance, which shall be used to defray the cost of publication as required by K.S.A. 12-1440 et seq., as amended, and the cost of opening such reclaimed or abandoned grave space/niche. Said ~~\$2,000.00~~ 750.00 fee may be amended by resolution of the governing body.
  - b. In the event such grave space/niche is found to be unoccupied after opening, as aforesaid, the grave space/niche shall then be sold to such applicant, subject to all the other and further conditions, requirements and costs set out in this article.
  - c. In the event such grave space/niche is found to be occupied such grave space/niche shall not be sold and the applicant shall thereupon forfeit all fees and charges paid and shall have no claim whatsoever against the city for any refund or for any claim to the ownership of such grave space/niche and such application in respect to such purchase shall thereupon be deemed null and void.
  - d. Any person filing an application for the purchase of a reclaimed or abandoned grave space/niche herein shall, by filing such application, agree to save and hold the city free and harmless against any claims by any persons as a result of the opening of such grave spaces/niches.

(Ord. No. 3762, §§ 10, 11, 12-23-2008)

Editor's note(s)—Ord. No. 3762, §§ 10, 11, adopted Dec. 23, 2008, repealed former § 17-79, and enacted a new § 17-79 as set out herein. The former § 17-79 pertained to similar subject matter. See the Code Comparative Table for complete derivation.

#### **Sec. 17-80. Future amendments to regulations.**

The city reserves the right to amend any cemetery regulation established by ordinance for the government and care of Mount Allen Cemetery or Fort Hays Memorial Gardens Cemetery, and may, at any time, establish other and more suitable regulations therefor as the condition of the cemetery may require from time to time. The city further reserves the right to adopt and promulgate additional rules and regulations for the use, care and adornment of such other cemetery grounds as may hereafter be acquired.

(Code 2000, § 12.32.350)

**Sec. 17-81. Monument setting fees.**

The monument setting fee shall be \$~~40.00~~ 25.00 ~~10.00~~ for a single space and \$~~40.00~~ 25.00 for a double space.

(Code 2000, § 12.32.355)

**Secs. 17-82—17-107. Reserved.**

***ARTICLE IV. TRUST FUNDS<sup>2</sup>***

**Sec. 17-108. Election to accept act.**

The commission, as the governing body of the city, a city of the second class, does elect to come under the provision of K.S.A. 12-1437—12-1439, and the city may accept funds from individuals in trust for the upkeep of burial lots within the cemetery grounds of the city.

(Code 2000, § 12.32.360)

**Sec. 17-109. Receipt of funds in trust; investment.**

Upon the written offer of funds for the purpose of section 17-108, the city clerk shall report the offer to the city manager who shall submit the offer to the commission for its action thereon. When the offer shall have been accepted, the city clerk shall accept, on behalf of the city, a written instrument of trust stating the purpose for which such funds are donated and the funds therefor paid in trust to the city and issue his receipt for the donor. All trust funds received for the purposes of this article shall be paid into the city treasury and credited to a special fund known as the cemetery trust fund. All such funds shall be invested by the city as trustee as the donor may direct or as other trusts may, by law, be invested by the city.

(Code 2000, § 12.32.370)

**Sec. 17-110. Disposition of trust income.**

The investment income only, from all funds so received in trust, shall be expended in accordance with the trust indenture. The city clerk shall receive on behalf of the city the income of such investments and credit the income to any fund of the city used for the maintenance and upkeep of such burial lots as the donor may direct. The city manager shall make regular reports of the condition of the cemetery trust fund to the commission and shall invest the income from time to time as the commission may authorize.

(Code 2000, § 12.32.380)

<sup>2</sup>State law reference(s)—Trust funds, K.S.A. 12-1437 through 12-1439.



## City Commission Work Session

### Agenda Memo

**From:** Melissa Dixon, Director of CVB

**Work Session:** June 5, 2025

**Subject:** Welcome Center Marquee Sign – Award of Bid

**Person(s) Responsible:** Melissa Dixon, Director of CVB

#### **Summary**

The 2025 Budget includes \$45,000 to replace the LED video board and static panels on the Welcome Center marquee sign on Vine Street. Staff received two bids. The cost will be funded from CVB Reserves.

#### **Background**

The 25-foot-tall Welcome Center marquee sign was installed on Vine Street in 2007. The sign included an LED video board message center that was hard-wired to a computer in the Welcome Center. The flat panels that surround the video board were branded with a Hays word mark and wheat stalk brand that was used on welcome banners on Vine Street at that time. These panels were illuminated at night from bulbs behind the panels. The video board was used to display rotating messages on upcoming events and to welcome special groups to town. These LED displays have a lifespan of 8-10 years. In 2023, the 16-year-old video system's software began to crash regularly, making it increasingly difficult to change messaging and artwork. There is no longer vendor support for that software system. In addition, the static panel lettering is cracked and badly weathered.

#### **Discussion**

An update to the sign panels with new City branding will allow it to match the citywide wayfinding sign update that was installed in 2024. A new higher resolution LED video messaging system will allow CVB staff to communicate information to travelers on Vine Street, which, according to KDOT, averages over 18,000 vehicles per day.

A request for bids was issued for a double-sided LED message system and six static sign panels, along with installation, software training, and warranty. Bids received were as follows:

- |                               |             |
|-------------------------------|-------------|
| - Commercial Sign of Hays     | \$44,773.00 |
| - Lumineo Signs of Hutchinson | \$44,960.91 |

The low bid was provided by Commercial Sign of Hays for a double-sided 10mm LED message system and six static panels for \$44,773.00. This price includes installation, software training, and a 5-year warranty on parts. This cost is under the \$45,000 budget for 2025. City staff has years of experience with this local vendor, including the recent Citywide wayfinding sign update.

### **Legal Consideration**

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

### **Financial Consideration**

\$45,000 was budgeted in 2025. The expense will be funded from CVB Reserves.

### **Options**

The City Commission has the following options:

- Accept the low bid from Commercial Sign for a double-sided 10mm LED message center and static sign panels at a cost of \$44,773.00
- Direct staff to another option
- Do nothing

### **Recommendation**

Staff recommends the City Commission accept the low bid from Commercial Sign for a double-sided 10mm LED message center and static sign panels at a cost of \$44,773.00 and fund the project from CVB Reserves.

### **Action Requested**

Authorize the purchase of a double-sided 10mm LED message center and static sign panels at a cost of \$44,773.00 and fund the project from CVB Reserves.

### **Supporting Documentation**

Visuals  
Project Sheet



## PROJECT FORM

PROJECT: Digital Marquee Display

FISCAL YEAR: 2025

FUND: Convention and Visitor Bureau Fund

DEPARTMENT: CVB

PROJECT DESCRIPTION: Replace video screen and update six panels in existing Welcome Center pole sign on Vine Street.

NEED, JUSTIFICATION, BENEFIT: The 15-year-old digital marquee display has exceeded its life expectancy of 8–10 years. The technology is outdated, making daily updates difficult and time consuming, with limited vendor support. Up-to-date technology would allow for wireless updates and more readable content.

### LOCATION & AREA MAP:



### CONSEQUENCES OF DELAYING OR ELIMINATING THIS PROJECT:

Current digital display cannot be updated in a timely manner, creating a 30-foot-tall eyesore on Vine Street with the City's name on it. We are missing the opportunity to use one of our most visible promotional platforms.

THIS PROJECT IS RELATED TO THE FOLLOWING: None

EXPLANATION OF IMPACT ON OPERATING BUDGET: No major impact on operating budget.

TIMELINE/CURRENT STATUS: If approved, project would begin in January of 2025.

### COMMENTS:

<b>IMPACT ON OPERATING BUDGET:</b>		<b>FINANCING:</b>	
2025	\$45,000	Increased TGT in Operating Budget	\$45,000
	\$45,000		\$45,000