



**CITY COMMISSION MEETING**  
City Hall, 1507 Main Street, Hays, KS  
Thursday, May 8, 2025 – 4:00 P.M.

**AGENDA**

1. Call to order by Chairperson.
2. **MINUTES:** Consider approval of the minutes from the regular meeting held on April 24, 2025. ([PAGE 1](#))
3. **CITIZEN COMMENTS:** (non-agenda items).
4. **CONSENT AGENDA:** (Items to be approved by the Commission in one motion, unless objections are raised).
  - A. [Tallgrass 4<sup>th</sup> Addition – Correction to Resolution 2025-001 \(PAGE 9\)](#)
  - B. [Mayoral Appointment Recommendations: Hays Area Planning Commission / Hays Area Board of Zoning Appeals and Hays Convention and Visitors Bureau Advisory Committee \(PAGE 21\)](#)

**UNFINISHED BUSINESS**

(No business to review)

**NEW BUSINESS**

5. **PUBLIC HEARING FOR THE ESTABLISHMENT OF A REINVESTMENT HOUSING INCENTIVE DISTRICT (RHID) FOR TALLGRASS 2<sup>ND</sup> ADDITION, PHASE 4:** Hold a public hearing for the establishment of an RHID for Tallgrass 2<sup>nd</sup> Addition, Phase 4. ([PAGE 27](#))
6. **ORDINANCE ESTABLISHING AN RHID AND ADOPTING A PLAN FOR DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN THE DISTRICT FOR TALLGRASS 2<sup>ND</sup> ADDITION, PHASE 4:** Approve Ordinance No. 4070 establishing an RHID, adopting a Development Plan, and approving a Development Agreement for Tallgrass 2<sup>nd</sup> Addition, Phase 4. ([PAGE 57](#))
7. **PROPERTY ABATEMENT FOR 3404 VINE STREET:** Approve Resolution No. 2025-004 allowing for the abatement and possible demolition of the structure located on the property at 3404 Vine Street ten (10) days after the approval date. ([PAGE 67](#))
8. **STORMWATER EQUIPMENT BUILDING – AWARD OF BID:** Award the bid to QMC, Inc and authorize the expenditure of \$292,650 from the Stormwater Reserve funds to cover the cost of construction of the Stormwater equipment building. ([PAGE 101](#))

9. **COMMISSION INQUIRIES AND COMMENTS**

10. **EXECUTIVE SESSION (IF REQUIRED)**

11. **ADJOURNMENT**

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

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

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

Roll Call: Present: Sandy Jacobs

Alaina Cunningham

Reese Barrick

Shaun Musil

Absent: Mason Ruder

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

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

**3. Financial Statement:** Kim Rupp, Director of Finance, reviewed the financial summaries of the revenue and expenditure activities of the City of Hays for the month ended March 31, 2025.

Revenues in March totaled \$4,861,160, which is a decrease of \$33,219 compared to the same period last year. Expenditures in March totaled \$2,976,939, which is a decrease of \$326,726 as compared to 2024.

Month to date (MTD) general fund sales tax collections were at \$724,619, which was an increase of \$27,500 or 3.94% as compared to last year. Year to date (YTD) general fund sales tax is still trending up at \$106,245 or 4.5%. The six-month average was at 2.92%, which was a year over year decrease of 2.7%. YTD County sales tax collections were at \$296,483 up \$17,589.

The total par value of the US Treasuries for March was \$8,717,000, with a weighted average yield to maturity of 4.2% down .5% from a year ago. The total of the portfolio of certificates of deposit on March 31, 2025 was \$61,385,429, with a weighted average rate to maturity of 4.75% down 0.3%. The total balance of the

Money Market account on March 31, 2025 was \$2,200,000, with a current yield of 3.388% down 0.77% from a year ago. Total investments were up \$1,875,973.

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

Vote: Ayes: Sandy Jacobs

Alaina Cunningham

Reese Barrick

Shaun Musil

**4. CITIZEN COMMENTS:** Melissa Dixon, Director of the Hays Convention and Visitors Bureau, and Secretary of Hays Sister Cities, stated that Sister Cities International was created by President Eisenhower in 1954 in hopes to foster bonds, person to person, throughout the world. Today, Sister Cities has many programs, exchanges, and events held, one being the Youth Leadership Summit in Washington DC, which is designed to engage future leaders and inspire the next generation of citizen diplomats and volunteers. Only 50 students are chosen by Sister Cities to attend this event every year and Caleb King, a Hays High School senior, was selected. Hays Sister Cities presented Mr. King with a scholarship for travel expenses and registration fees. Ms. Dixon thanked the Commission for the support they give to Hays Sister Cities.

Mr. King gave a presentation over his time in Washington DC at the Youth Leadership Summit and his experience with other students from around the world. He also thanked the Hays Sister Cities for the amazing opportunity and scholarship to find his passion and explore DC.

The Commissioners thanked Mr. King for being a wonderful representative of Hays, Kansas and the Midwest.

**5. CONSENT AGENDA:** The following proposed appointments were recommended by Mayor Jacobs at the April 10, 2025 City Commission Meeting and are now being presented for approval.

Hays Public Library Board

Michelle Bryant – 4-year term to expire 4-30-2029 (3<sup>rd</sup> term)

Mary Toepfer – 4-year term to expire 4-30-2029 (3<sup>rd</sup> term)

Youth Leadership Advisory Board

Jenna Brull (Thomas More Prep-Marian High School) - 1-year term to expire 4-30-2026 (2<sup>nd</sup> term)

Reghan Byer (Thomas More Prep-Marian High School) - 1-year term to expire 4-30-2026 (1<sup>st</sup> term)

Mario Edward Hernandez, Jr. (Hays High School) - 1-year term to expire 4-30-2026 (1<sup>st</sup> term)

Preston Mermis (Thomas More Prep-Marian High School) - 1-year term to expire 4-30-2026 (3<sup>rd</sup> term)

Elizabeth Nickell (Hays High School) - 1-year term to expire 4-30-2026 (1<sup>st</sup> term)

Eliana Pineda (Hays High School) - 1-year term to expire 4-30-2026 (1<sup>st</sup> term)

Erin Ruder (Hays High School) - 1-year term to expire 4-30-2026 (2<sup>nd</sup> term)

Commissioner Cunningham moved, Commissioner Barrick seconded, to approve the Consent Agenda as presented.

Vote: Ayes: Sandy Jacobs

Alaina Cunningham

Reese Barrick

Shaun Musil

**NEW BUSINESS**

**6. PUBLIC HEARING REGARDING THE ISSUANCE OF THE A&A COORS INC. INDUSTRIAL REVENUE BONDS AND AN EXEMPTION FROM AD VALOREM TAXATION OF PROPERTY CONSTRUCTED OR PURCHASED WITH THE PROCEEDS OF SUCH:**

**PROCEEDS OF SUCH:** Mayor Jacobs declared the public hearing open to hear comments regarding the issuance of the A&A Coors Inc. Industrial Revenue Bonds (IRBs) and an exemption from ad valorem taxation of property constructed or purchased with the proceeds of such.

Jarrod Kuckelman, Assistant City Manager, stated that A&A Coors Inc., a Kansas corporation (the “Developer”) submitted an Application for Economic Incentives and the required application fee relating to the planned construction of

a new 43,000 square foot commercial warehouse and distribution facility (the "Project").

The Developer is requesting IRBs be issued to benefit the Project. Utilization of the IRBs will allow the Developer to obtain a sales tax exemption for all purchases related to the construction of the Project and obtain a real property tax abatement for the Project for up to 10 years.

IRBs are an incentive in which the City acts as a conduit for a Developer to receive a sales tax exemption on construction materials and/or a property tax abatement for 10 years for certain eligible projects, which this project is eligible. The Developer is requesting both the property tax abatement and the sales tax exemption. IRBs do not affect the city's debt limit or rating and do not require taxpayer commitment, as the Developer is solely responsible for the payment obligations. For the purposes of this project, the estimated City sales tax benefit for the Developer is estimated to be just under \$39,000.

This project is estimated to have a total investment of about \$7 million. Based on this amount, the City's current Economic Development Policy would support a 50% property tax abatement, which would offer A&A Coors potentially about \$260,000 in City property taxes abated over the full 10 years (\$26,000 per year). However, the exact numbers for the final abatement percentage and benefit to the Developer won't be finalized until construction is complete and we know the exact construction cost numbers.

There were no public comments.

Commissioner Musil moved, Commissioner Cunningham seconded, to close the public hearing.

Vote: Ayes: Sandy Jacobs

Alaina Cunningham

Reese Barrick

Shaun Musil

**7. RESOLUTION EVIDENCING AN INTENT TO ISSUE A&A COORS INC. INDUSTRIAL REVENUE BONDS:** Commissioner Cunningham moved,

Commissioner Barrick seconded, to adopt Resolution No. 2025-003 evidencing an intent to issue Industrial Revenue Bonds.

Vote: Ayes: Sandy Jacobs

Alaina Cunningham

Reese Barrick

Shaun Musil

#### **8. 2025 WATER RESOURCES DEPARTMENT PARKING LOT/ACCESS**

**IMPROVEMENTS-AWARD OF BID:** Jeff Crispin, Director of Water Resources, stated that the parking lot and entrance between the Water Plant and Water Resources Maintenance Facility have been a concern of the department for years. Most of the parking areas at the Maintenance Facility, including the stormwater conveyance ditch between the two buildings, are comprised of dirt and asphalt millings. Any rain or snow event makes parking and travelling through this area a mess, causing ruts and maintenance issues. Furthermore, the existing stormwater ditch has settled to the point that stormwater does not easily transfer into the stormwater retention pond along Vine Street.

The south entrance to the Water Plant is made up of asphalt and over time has deteriorated and needs replaced as well. This project would require the contractor to replace the Vine Street entrance with a reduced slope approach, making entering and exiting safer.

On February 19, 2025, an RFP was released, and on March 18, 2025, one bid was received and opened. The low bid of \$136,483.72 came from Morgan Brothers Construction Inc. of La Crosse, Kansas, with the project to be equally funded by both Water Capital and Water Reclamation Capital. The bid is over the budget of \$130,000.00 but is favorable, and staff is recommending Commission award the bid.

Commissioner Barrick moved, Commissioner Musil seconded, to authorize the City Manager to sign a contract with Morgan Brothers Construction Inc. of La Crosse, KS for parking lot and access improvements at the Water Resources facility, in the amount of \$136,483.72, to be funded from Water Capital and Water Reclamation Capital (50/50 Split).

Vote: Ayes: Sandy Jacobs

Alaina Cunningham

Reese Barrick

Shaun Musil

**9. 2025 STREET MAINTENANCE PROGRAM – AWARD OF BID FOR EXTRA**

**WORK (PAVEMENT MARKINGS)**: Collin Bielser, Deputy City Manager, stated that bids for additional 2025 Street Maintenance Projects were opened on February 25, 2025. This proposed work is in addition to the various project bids awarded on February 27, 2025. The additional projects include pavement markings on Hall Street, East 13th Street, and the Vine Street roundabouts. Bids from four different contractors were received on February 25, 2025, and staff recommends entering a contract with the low bidder. The total of the low bid from C-Hawkk Construction, LLC, for pavement markings being recommended is \$101,420.40 to be funded out of Special Highway.

Commissioner Musil moved, Commissioner Cunningham seconded, to authorize the City manager to enter a contract with C-Hawkk Construction, LLC, in the amount of \$101,420.40 for pavement markings on Hall Street, East 13<sup>th</sup> Street, and the Vine Street roundabouts, to be funded out of Special Highway – Budgeted Projects.

Vote: Ayes: Sandy Jacobs

Alaina Cunningham

Reese Barrick

Shaun Musil

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

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

**12. COMMISSION INQUIRIES AND COMMENTS**: Toby Dougherty, City Manager, stated that the Kansas Legislature changed regulations to allow year

round firework sales taking effect around July 31, 2025. It does still allow local control for sales and use; therefore, there is nothing that the Commission needs to do unless someone is wanting to start a brick-and-mortar store.

Mr. Dougherty also gave an update on the release from Cedar Bluff Reservoir. Because of the recent rains, there will be a meeting on Monday, April 28<sup>th</sup> to see if there was enough of a benefit from the rains. If there was a benefit, they would put the release on hold; however, if there wasn't a benefit they would ask for an immediate release.

Mayor Jacobs brought up the defunding of the BRIC Grant Program, and as a result, 15 million dollars in grant money has been lost for the R9 Project. All Commissioners made comments about how Senators and Representatives will continue to look for money and ways to support Hays and their efforts in this R9 Project.

The meeting was adjourned at 4:53 p.m.

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

Jami Breit – City Clerk





**CITY OF  
Hays**

**City Commission Meeting  
AGENDA ITEM COVER SHEET**

**COMMISSION AGENDA ITEM NO. 4A**

**MEETING DATE: 5-8-2025**

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**TOPIC:**

Tallgrass 4<sup>th</sup> Addition – Correction to Resolution No. 2025-001

**ACTION REQUESTED:**

Approve Corrected Resolution 2025-001.

**NARRATIVE:**

On January 23, 2025 the City Commission approved Resolution 2025-001 accepting the Tallgrass 4th Addition Final Plat. It was later discovered that the Resolution contained an error. A corrected resolution has been submitted for approval.

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

Toby Dougherty, City Manager

**ADMINISTRATION RECOMMENDATION:**

Approval

**ATTACHMENTS:**

Corrected Legal Description  
Corrected Plat and Dedication  
Corrected Resolution No. 2025-001  
Surveyor's Affidavit

## Tallgrass 4th Addition Replat Language Error

The original legal description used on the original Plat and Dedication for the Replat of the Tallgrass 4th Addition was as follows:

**Being a Replat of Block A; Lots 1 through 9 and Lot 16,  
Block B in Tallgrass 2nd Addition**

The correct legal description should be:

**Tallgrass 4th Addition Being a Replat of Block A; Lots 1 through 9, Block B and Lot 16, Block C in Tallgrass 2nd Addition City of Hays, Ellis County, Kansas**

The attached “Corrected Plat and Dedication, Corrected Resolution NO. 2025- 001 and Surveyors Certificate correct this error.

**CORRECTED**

**PLAT AND DEDICATION**

**OF**

**TALLGRASS 4TH ADDITION**

**Being a Replat of Block A; Lots 1 through 9, Block B  
and Lot 16, Block C in Tallgrass 2<sup>nd</sup> Addition**

**CITY OF HAYS, ELLIS COUNTY, KANSAS**

Heart of America Development Corporation, to the Public.

**A. DEDICATION**

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, Heart of America Development Corporation, the owner of the following described real estate situated in Hays, Ellis County, Kansas to wit:

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

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

has caused the same to be surveyed and platted in accordance with the laws of the State of Kansas as an addition to the City of Hays, Ellis County, Kansas, a plat thereof is attached hereto, made a part hereof and is a true and correct plat of Tallgrass 4th Addition, Being a Replat of Block A; Lots 1 through 9, Block B and Block 16, Block C in Tallgrass 2<sup>nd</sup> Addition, City of Hays, Ellis County, Kansas. All streets as shown on this plat and not heretofore dedicated to and for public use are hereby dedicated

Easements are hereby dedicated for public use, as utility easement right-of-way, which are shown lying between the dashed lines in widths indicated and as set forth on this plat, and said easements may be employed for the purpose of installing, repairing and maintaining gas lines, electric lines, telephone lines, and all other forms and types of public utilities, now or hereafter used, by the public over, under, and along the strips marked "Utility Easement".

The six blocks in this addition are designated by letters and are divided into lots, each of which is numbered and the precise lengths and widths are indicated by figures on their respective boundary lines expressing their dimensions in feet and one hundredths of a foot. All of said lots are intended for sale.

#### B. RESERVATIONS RESTRICTIONS AND COVENANTS

The owners declare that the portion of the aforesaid land, as set out in "C". Area of Application" below is to be held and shall be conveyed subject to the reservations, restrictions and covenants herein set forth, and also any reservations, restrictions and covenants now of record.

#### C. AREA OF APPLICATION

FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants in Part D and E shall apply in their entirety to all lots herein.

#### D. RESIDENTIAL AREA COVENANTS

D-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than single-family dwelling not to exceed two stories in height, multi-family dwellings not to exceed three stories in height or townhouses not to exceed two stories in height and a private garage.

D-2. GARAGES. All single-family dwellings shall provide an attached garage or a detached garage of sufficient size to provide parking and shelter for at least two vehicles. All townhouses shall provide an attached garage of sufficient size to provide parking and shelter for at least one vehicle. Multi-family dwelling shall not be required to provide garage spaces.

D-3. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

D-4. NUISANCES. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

D-5. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, bam, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

D-6. BUILDING MATERIALS. No previously used structure or previously used building shall be moved onto any lot at any time and all structures which are permitted to be built shall be of new construction and new materials, except for exterior or interior finish materials used for decorative purposes. Roof covering shall be at a minimum a three tab asphalt shingle.

D-7. SIGNS. No sign of any kind shall be displayed to the public view on any lot except a sign with an area of not more than five square feet advertising the property for sale or rent, or used by a builder to advertise the property during the construction and sales period.

D-8. OIL AND MINING OPERATIONS. No oil drilling, oil development operation, oil refining, quarrying or timing operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed or used in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

D-9. LIVESTOCK AND POULTRY. No animals, livestock, pigeons, fowl or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purposes.

D-10. DWELLING SIZE. The living area of the main structure of single-family residences, exclusive of porches and garages, shall be not less than 800 square feet for a one-story dwelling, or less than 1,200 square feet for a one and one-half story dwelling, nor less than 1,600 square feet for a two-story dwelling. Townhouse units shall be a minimum of 600 square feet for a one-story dwelling, 1,000 square feet for a one and one-half story dwelling and 1,200 square feet for a two-story dwelling. Multi-family units shall be a minimum of 500 square feet per unit. If construction of a dwelling is started in violation of the terms and conditions of this Section D-10, and no suit to enjoin the erection of such improvements has been commenced prior to the completion thereof, this covenant will be deemed to have been fully complied with.

D-11. VEHICLE PARKING. No boats, trailers, motor homes or other similar vehicles shall be stored on streets or driveways or in a position so as to be visible from the street.

D-12. OUTBUILDINGS. No lot shall contain more than one outbuilding and all outbuildings must be of similar design and construction as the principal residence located on said lot.

E. GENERAL PROVISIONS

E-1. ZONING AND PLANNING. This area shall further be subject to the zoning and planning ordinances of the City of Hays, Kansas 3-mile area, as the same may be amended from time to time.

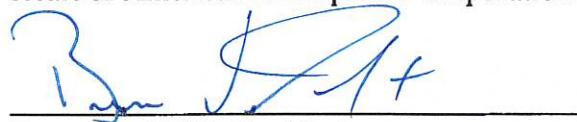
E-2. TERM. These covenants are to run with and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the time these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

E-3. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein.

E-4. SEVERABILITY. Invalidation of any of these covenants by judgment or court order shall in no way affect the other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 5<sup>th</sup> day of MAY, 2025.

Heart of America Development Corporation



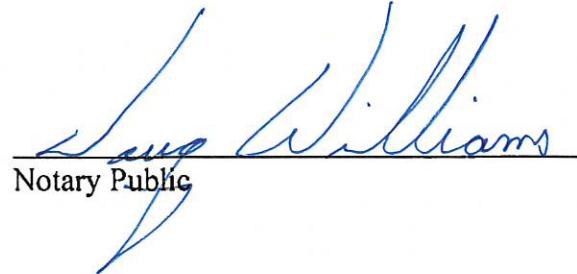
Bryan VonFeldt, President

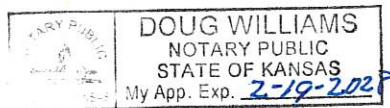
STATE OF KANSAS, COUNTY OF ELLIS, ss:

BE IT REMEMBERED that on this 5<sup>th</sup> day of MAY, 2025 before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came Bryan VonFeldt, President of Heart of America Development Corporation, personally known to me to be the same person who executed the foregoing instrument of writing and he duly acknowledged the execution of the same for himself for the uses and purposed therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

My Commission Expires: 2-19-2028

  
Notary Public



STATE OF KANSAS, ELLIS COUNTY, ss:

I, Darrell E. Christen, certify that the attached plat is a true and correct plat of Tallgrass 4<sup>th</sup> Addition, Being a Replat of Block A; Lots 1 through 9, Block B and Lot 16, Block C in Tallgrass 2<sup>nd</sup> Addition, City of Hays, Ellis County, Kansas, the same being surveyed and platted by me, the undersigned, a qualified and licensed land surveyor.



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Darrell E. Christen

Dated at Hays, Kansas, this 1st day of May, 2025.

STATE OF KANSAS, ELLIS COUNTY, ss:

Be it known that the attached plat has been submitted to me and that the same is hereby approved this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

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Don Hoffman  
City Attorney of Hays, Kansas

STATE OF KANSAS, ELLIS COUNTY, ss:

I, Sandy Jacobs, Mayor of the City of Hays, do hereby certify that the attached plat of Tallgrass 4<sup>th</sup> Addition, Being a Replat of Block A; Lots 1 through 9, Block B and Lot 16, Block C in Tallgrass 2<sup>nd</sup> Addition, City of Hays, Ellis County, Kansas, was approved by the City Commission of the City of Hays, Ellis County, Kansas on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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Sandy Jacobs, Mayor

ATTEST:

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Jami Breit, City Clerk  
(SEAL)

**CORRECTED**

**RESOLUTION NO. 2025-001**

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

WHEREAS, Heart of America Development Corporation, has presented to the Governing Body of the City of Hays, Kansas, a certain Plat of Tallgrass 4<sup>th</sup> Addition Being a Replat of Block A; Lots 1 through 9, Block B and Lot 16, Block C in Tallgrass 2<sup>nd</sup> Addition, City of Hays, Ellis County, Kansas, said plat covering the following described real estate, to-wit:

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

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

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

**Tallgrass 4<sup>th</sup> Addition**

**Being a Replat of Block A; Lots 1 through 9, Block B  
and Lot 16, Block C in Tallgrass 2<sup>nd</sup> Addition**

**City of Hays, Ellis County, Kansas**

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

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

PASSED AND ADOPTED by the Governing Body of the City of Hays, Kansas this 8th day of May, 2025.

ATTEST:

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Jami Breit, City Clerk

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Sandy Jacobs, Mayor

(SEAL)

**12-420. Correction of certain platting errors; procedure.** If, after recording a subdivision plat, an error is found in distances, angles, bearings, subdivision or street names, block or lot numbers, the computation of dimension or elevation or other details of the plat, except in connection with the outer boundaries of the plat, and if the property described in that part of the plat containing the error is under the ownership of the person who caused the plat to be prepared, the engineer of the approving city or county, in which the property is located, after substantiation of the existence of the error may file an affidavit with the register of deeds that the error was made. The affidavit shall describe the nature and extent of the error and the appropriate correction. The register of deeds shall record the affidavit, and shall place in the margin of the recorded plat a notation that the affidavit has been filed, the date of filing and the book and page where it is recorded. The filing of the affidavit shall correct any such errors, but shall have no effect on the validity of the plat or any property interest recorded by reference thereto.

**History:** L. 1983, ch. 90, § 1; July 1.

## SURVEYOR'S AFFIDAVIT

STATE OF KANSAS              )  
                                    )  
COUNTY OF ELLIS              )

I, Darrell E. Christen, being first duly sworn, on oath desposes and says:

1. That I am a qualified and licensed legal surveyor for the State of Kansas.
2. That I was requested by Heart of America Development Corporation, Inc., to survey the land owned by it for the purpose of platting a portion of the real estate as Tallgrass 4<sup>th</sup> Addition Being a Replat of Block A; Lots 1 through 9, and Lot 16, Block B in Tallgrass 2<sup>nd</sup> Addition City of Hays, Ellis County, Kansas.
3. That the correct name of the plat should read as follows:

**Tallgrass 4<sup>th</sup> Addition Being a Replat of Block A; Lots 1 through 9, Block B and Lot 16, Block C in Tallgrass 2<sup>nd</sup> Addition City of Hays, Ellis County, Kansas**

FURTHER AFFIANT SAITH NOT.

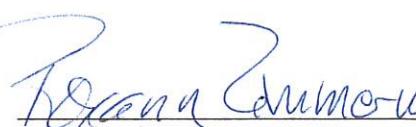
Dated this 1st day of May, 2025.

  
\_\_\_\_\_  
Darrell E. Christen

Subscribed and sworn to before me this 1<sup>st</sup> day of May, 2025.

My Commission Expires: 4/3/2029



  
\_\_\_\_\_  
Roxann Zimmerman

Notary Public





## City Commission Meeting AGENDA ITEM COVER SHEET

**COMMISSION AGENDA ITEM NO. 4B**

**MEETING DATE: 5-8-2025**

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**TOPIC:**

Mayoral Appointment Recommendations

**ACTION REQUESTED:**

Receive Mayor Jacobs's proposed appointments to the Hays Area Planning Commission / Hays Area Board of Zoning Appeals and the Hays Convention and Visitors Bureau Advisory Committee.

**NARRATIVE:**

The following proposed appointments will be presented for approval at the May 22, 2025 City Commission Meeting.

**Hays Area Planning Commission / Hays Area Board of Zoning Appeals**

Brian Garrett (resides in city limits) – 3-year term to expire 4-30-2028 (2nd term – Hays Area Planning Commission / Hays Area Board of Zoning Appeals; previously served two terms on the independent Board of Zoning Appeals)

Ralph “Bernie” Gribben (resides in ETJ) – 3-year term to expire 4-30-2028 (3<sup>rd</sup> term)

Matthew Wheeler (resides in ETJ) – 3-year term to expire 4-30-2028 (5<sup>th</sup> term – nonconsecutive)

**Hays Convention & Visitors Bureau Advisory Committee**

Meagan Ritsema (Hilton Garden Inn & Convention Center) – 3-year term to expire 5-22-2028 (1<sup>st</sup> term)

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

Sandy Jacobs, Mayor

**ADMINISTRATION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Applications



APPLICATION TO SERVE ON A  
CITY-APPOINTED BOARD/COMMITTEE

NAME: BRIAN GARRETT

ADDRESS: 2205 DRUM AVE

DAY TIME PHONE NUMBER: 785-639-1735 EVENING PHONE NUMBER: 785-639-1735

E-MAIL ADDRESS: BRIAN@COMMERCIALBUILDERSINC.COM

PLACE OF EMPLOYMENT: COMMERCIAL BUILDERS INC.

HOW LONG HAVE YOU BEEN A RESIDENT OF HAYS? 39 YEARS

NAME OF BOARD(S) YOU ARE INTERESTED IN SERVING ON: HAYS AREA PLANNING COMMISSION

HOW MUCH TIME COULD YOU DEVOTE PER MONTH? AS MUCH AS 10 HRS PER WEEK OR MORE AS NEEDED

ARE YOU RELATED TO ANYONE WHO IS CURRENTLY SERVING ON A BOARD/COMMITTEE? No

IF YES, EXPLAIN: \_\_\_\_\_

BRIEFLY DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON A BOARD/COMMITTEE FOR THE CITY OF HAYS.

This Completes my first year on the Planning Commission, I would very much like to continue to learn and contribute to the Planning Commission Process.

PLEASE LIST ANY GROUPS OR ACTIVITIES THAT YOU PARTICIPATE IN, OR HAVE PREVIOUSLY PARTICIPATED IN, THAT DEMONSTRATE YOUR INVOLVEMENT IN THE COMMUNITY.

BOARD OF DIRECTORS - Hays City Sportsmen Club

PAST BOARD OF ZONING APPEALS.

CURRENT BZA/HAYS AREA PLANNING COMMISSION

SIGNATURE: Brian Garrett DATE: 4-21-25

Thank you for your interest in serving on behalf of the City of Hays! It is rewarding to see individuals who are willing and able to commit their time and energy to make the City of Hays a better place to work, live, and play.



APPLICATION TO SERVE ON A  
CITY-APPOINTED BOARD/COMMITTEE

NAME: Ralph "Bernie" Gribben

ADDRESS: 3285 West 41<sup>st</sup>

DAY TIME PHONE NUMBER: 785-639-7252 EVENING PHONE NUMBER: NA

E-MAIL ADDRESS: bernie.gribben@gmail.com

PLACE OF EMPLOYMENT: retired

HOW LONG HAVE YOU BEEN A RESIDENT OF HAYS? 21 years

NAME OF BOARD(S) YOU ARE INTERESTED IN SERVING ON: Hays City Planning Commission

HOW MUCH TIME COULD YOU DEVOTE PER MONTH? What is needed

ARE YOU RELATED TO ANYONE WHO IS CURRENTLY SERVING ON A BOARD/COMMITTEE? No

IF YES, EXPLAIN: NA

BRIEFLY DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON A BOARD/COMMITTEE FOR THE CITY OF HAYS.

The orderly planning of the city.

PLEASE LIST ANY GROUPS OR ACTIVITIES THAT YOU PARTICIPATE IN, OR HAVE PREVIOUSLY PARTICIPATED IN, THAT DEMONSTRATE YOUR INVOLVEMENT IN THE COMMUNITY.

VFW, Marine Corp League, 1<sup>st</sup> umchurch  
Hays High School Class of 1962

SIGNATURE: Ralph Kevin Gribben DATE: April 23, 2025

Thank you for your interest in serving on behalf of the City of Hays! It is rewarding to see individuals who are willing and able to commit their time and energy to make the City of Hays a better place to work, live, and play.



**CITY OF**  
**Hays**  
Committee Application

Email Address	<a href="mailto:wheeler@ruraltel.net">wheeler@ruraltel.net</a>
Date	<i>Field not completed.</i>
Name	Matthew Sterling Wheeler
Address	1505 W 12TH ST
City	Hays
State	KS
Zip Code	67601
Daytime Phone	7866231682
Evening Phone	7866231682
Place of Employment	Laborie Medical Technologies
How long have you been a Resident of Hays?	24 years (just outside of the city limits)
Name of Board(s) you are interested in serving on:	Planning and Zoning
How much time could you devote per month?	I feel like i can spend several hours per month as needed
Are you related to anyone who is currently serving on a Board/Committee?	No
If Yes, Explain:	<i>Field not completed.</i>
Briefly describe why you are interested in serving on a Board/Committee for the City of Hays.	I have already been serving on this board for 4 terms. I feel like i have a good relationship with the city staff and I feel like I am still able to contribute to the planning and growth of our city of Hays.
Please list any groups or activities that you participate in, or have previously participated in, that demonstrates your involvement in the community.	I served on the library board in Ellis while I lived there. I currently serve as the Kansas state rep on the national Studebaker Drivers Club.



**CITY OF**  
**Hays**  
Committee Application

Email Address	<a href="mailto:hgigmhays@corehqp.com">hgigmhays@corehqp.com</a>
Date	4/23/2025 9:00 AM
Name	Meagan Ritsema
Address	221 W 43rd St
City	Hays
State	KS
Zip Code	67601
Daytime Phone	7857277721
Evening Phone	6202901360
Place of Employment	Hilton Garden Inn & Convention Center
How long have you been a Resident of Hays?	5 years
Name of Board(s) you are interested in serving on:	CVB Advisory Committee
How much time could you devote per month?	A few hours
Are you related to anyone who is currently serving on a Board/Committee?	No
If Yes, Explain:	<i>Field not completed.</i>
Briefly describe why you are interested in serving on a Board/Committee for the City of Hays.	I would like my hotel to be represented on the board.
Please list any groups or activities that you participate in, or have previously participated in, that demonstrates your involvement in the community.	Attended FHSU and was involved in several clubs and held several leadership positions.





## City Commission Meeting AGENDA ITEM COVER SHEET

**COMMISSION AGENDA ITEM NO. 5**

**MEETING DATE: 5-8-2025**

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**TOPIC:**

Public Hearing for the Establishment of a Reinvestment Housing Incentive District (RHID) for Tallgrass 2<sup>nd</sup> Addition, Phase 4)

**ACTION REQUESTED:**

Hold a public hearing for the establishment of an RHID for Tallgrass 2<sup>nd</sup> Addition, Phase 4.

**NARRATIVE:**

City Staff will review highlights of the proposed Reinvestment Housing Incentive District for Tallgrass 2<sup>nd</sup> Addition, Phase 4.

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

Jarrod Kuckelman, Assistant City Manager

**ADMINISTRATION RECOMMENDATION:**

Hold a public hearing in regard to the creation of the Reinvestment Housing Incentive District for Tallgrass 2<sup>nd</sup> Addition, Phase 4.

**ATTACHMENTS:**

Staff Memo

Visuals

Calendar

Development Plan

Development Agreement



## City Commission Work Session

### Agenda Memo

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

**Work Session:** May 1, 2025

**Subject:** Public Hearing and Ordinance to Establish a Reinvestment Housing Incentive District, Adopt a Plan for the Development of Housing and Public Facilities in the District, and Approve a Development Agreement (Tallgrass 2<sup>nd</sup> Addition, Phase 4)

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

#### Summary

Heart of America Development Corporation (the “Developer”) has submitted an Application for Economic Incentives and the required application fee relating to a residential project and related infrastructure for Phase 4 of the Tallgrass 2nd Addition project.

The Developer is requesting that a Reinvestment Housing Incentive District (RHID) be established on the property to be developed. Developer proposes that the City finance and construct the RHID eligible costs related to the project, and that the City utilize RHID revenues to offset the City’s costs, including debt service requirements on any bonds issued for the project. In addition, the Developer will provide a deposit equal to 30% of the projected infrastructure costs (the “Deposit”). The Deposit could be utilized by the City to pay for infrastructure costs or to pay debt service on general obligation temporary notes and bonds that are issued to pay for the project costs. Any RHID revenues generated in excess of City costs and debt service requirements would be used to reimburse Developer for RHID-eligible expenses on a pay-as-you-go basis. RHID collection will cease upon the earlier of 25 years or full payment or reimbursement of all RHID-eligible project costs.

A proposed Development Plan and Development Agreement (both attached) have been created to describe the housing development and to govern the rights and responsibilities of the City and the Developer.

The Commission previously adopted a Resolution to call for a public hearing on the establishment of an RHID at the March 27, 2025, City Commission meeting.

Following the public hearing, the consideration of an Ordinance establishing the RHID is the final action required by the Commission to create the RHID and approve the associated Development Agreement. If passed, the RHID will be created unless the USD 489 Board of Education or the Ellis County Board of County Commissioners adopts a resolution in opposition within 30 days after the public hearing.

## **Background**

The Developer seeks to develop Phase 4 of the Tallgrass 2nd Addition project located at the northeast corner of 22nd Street and Wheatland Avenue. Preliminary plans include approximately 101 single-family homes and infrastructure to support and serve the development (collectively, the “Project”). Developer reports that some lots may be converted to multi-family use.

## **Discussion**

The Developer seeks City financing of the majority of RHID-eligible costs related to the Project and Developer reimbursement of any remaining RHID-eligible costs from RHID revenues.

The Developer requests RHID financing on a pay-as-you-go basis for 25 years. Developer proposes that the City finance the majority of the RHID-eligible costs and construct the infrastructure related to the Project, and that the City utilize RHID revenues to offset the City's costs, including debt service requirements on any bonds issued for the Project costs. RHID revenues will be derived from incremental property tax revenues collected on the Project site. In addition, the Developer will provide the Deposit which could be utilized by the City to pay for Project costs or to pay debt service on general obligation temporary notes and bonds that are issued to pay for Project costs. Any RHID revenues generated in excess of City costs and debt service requirements would be used to reimburse RHID-eligible expenses incurred by the Developer on a pay-as-you-go basis. RHID collection will cease upon the earlier of 25 years or full payment or reimbursement of all RHID-eligible project costs.

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

Passage of the Ordinance would establish the RHID, adopt the Development Plan, and approve the Development Agreement. The Development Agreement requires that an escrow account be established in an amount equal to \$1.8M (30% of the estimated infrastructure costs). In addition, any Midwest Energy reimbursement payments related to the Project will be deposited into the account to be available for City debt service. If the Development does not generate sufficient increment after six years, the City would have the option to take ownership of all undeveloped parcels at that time.

## **Legal Consideration**

Special legal counsel, Gilmore & Bell P.C. has reviewed all the documentation submitted. All aspects as set forth in the Term Sheet comply with Kansas law and the City's Economic Development Policy.

## **Financial Consideration**

If the RHID is created, the RHID fund would collect incremental property tax revenues for a maximum period of 25 years. The Developer estimates that the RHID would generate approximately \$6.867M in revenues during such term based upon current plans. However, Developer estimates RHID-eligible project costs of approximately \$6.0M, excluding interest on any borrowings. RHID collection will cease upon the earlier of 25 years or full reimbursement of all RHID-eligible project costs.

The Developer requests that the City finance the RHID eligible costs related to the Project. The Developer will advance other costs of the Project. Developer proposes that the City utilize RHID revenues as well as the Deposit to offset the City's Project costs, including debt service requirements on any bonds issued for the Project. Any RHID revenues generated in excess of City costs and debt service requirements would be used to reimburse RHID-eligible expenses incurred by the Developer on a pay-as-you-go basis. If the Development does not generate sufficient increment after six years, the City would have the option to take ownership of all undeveloped parcels at that time.

## **Options**

The City Commission has the following options:

- Pass the Ordinance
- Decline to pass the Ordinance
- Provide other direction to City Staff

## **Recommendation**

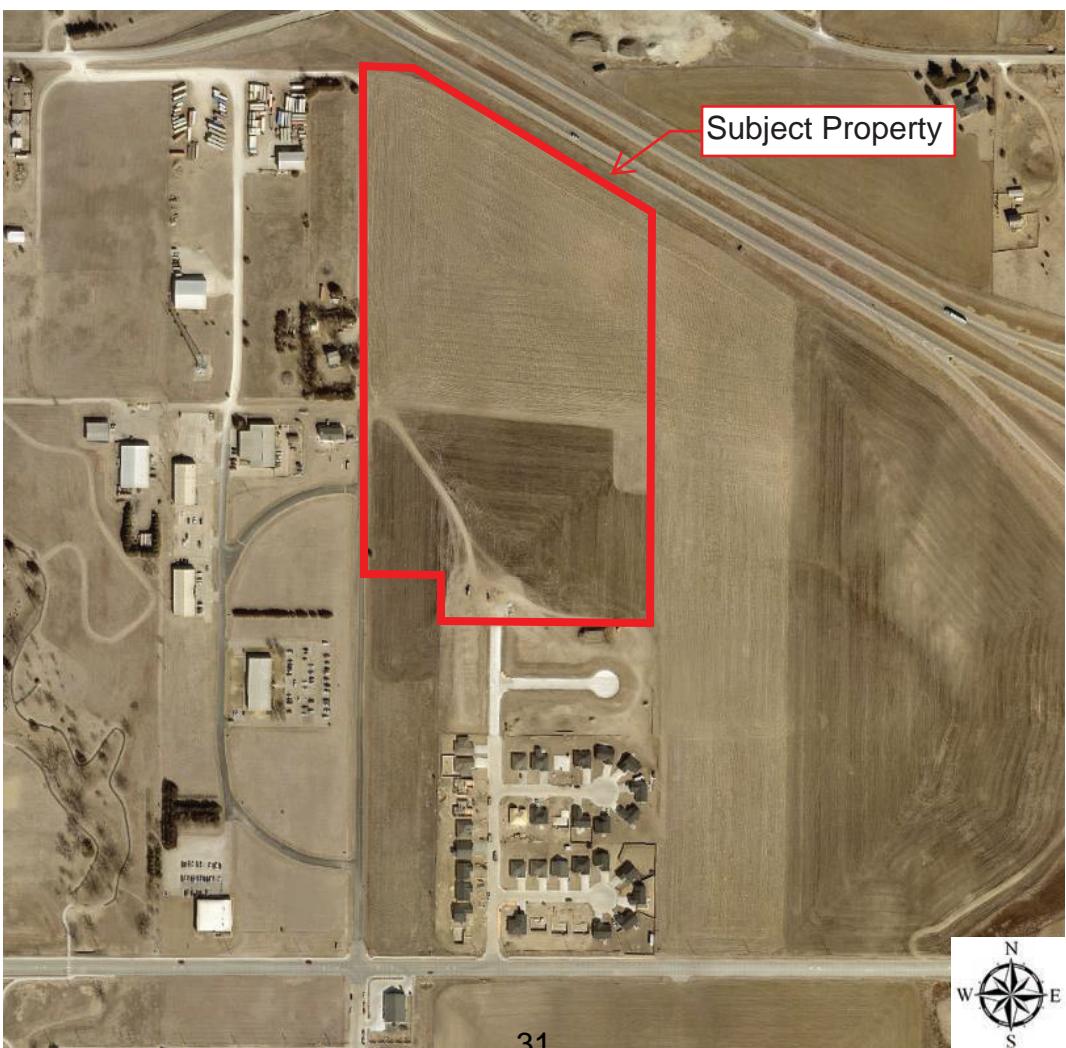
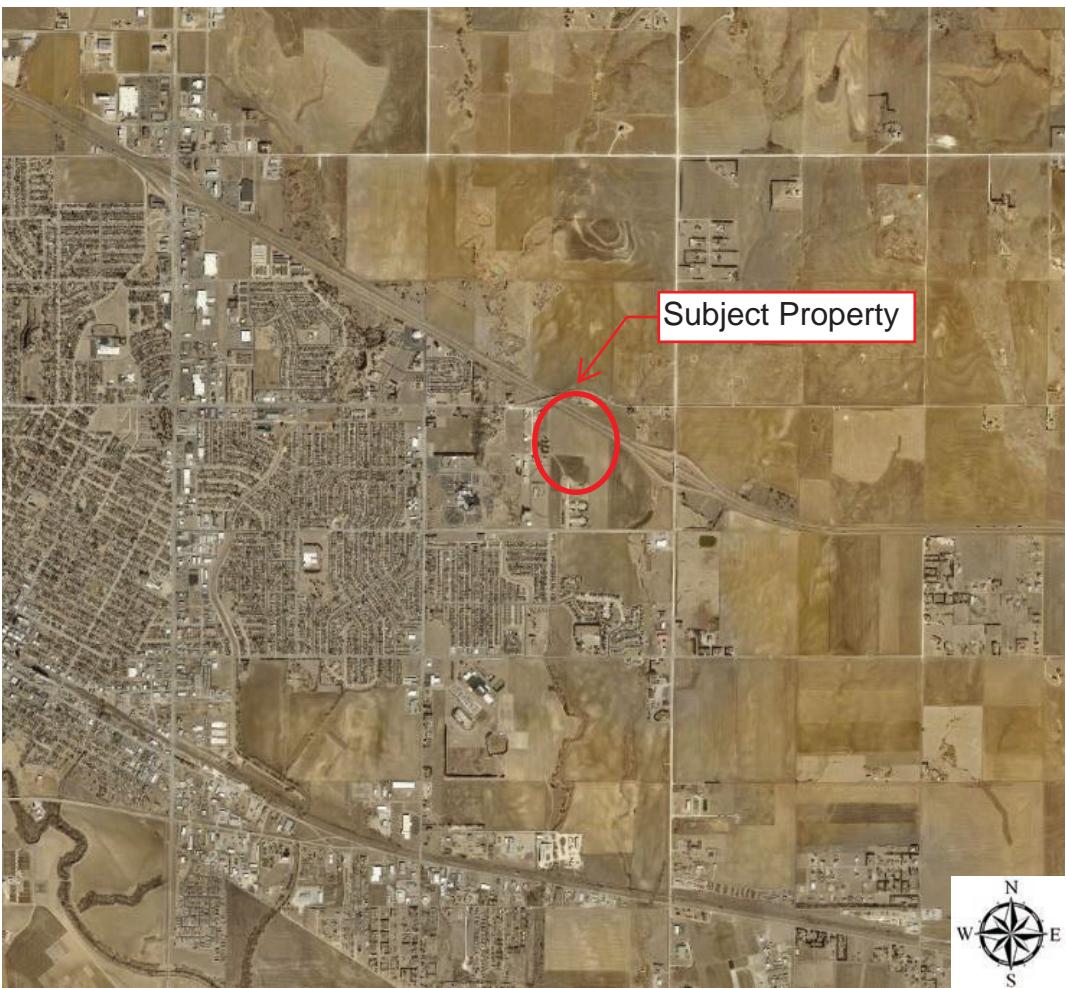
Advance the project by adopting the Resolution.

## **Action Requested**

Pass an Ordinance to establish an RHID, adopt a Development Plan, and approve the Development Agreement.

## **Supporting Documentation**

Visuals  
Calendar  
Ordinance  
Development Plan  
Development Agreement





**CITY OF HAYS, KANSAS**  
**Tallgrass 2<sup>nd</sup> Addition Phase 4 Project**  
**RHID Schedule**

<b>November 21, 2024</b>	Work Session: City Commission considers Resolution making findings as to proposed RHID
<b>November 26, 2024</b>	<b>City Commission considers Resolution making findings as to proposed RHID</b>
<b>November 27, 2024</b>	Resolution making findings published in official City news outlet
<b>December 2, 2024</b>	Letter to Secretary of Commerce containing certified copy of Resolution making findings and requesting Secretary to review and advise the City whether the Secretary agrees with the findings
<b>December 5, 2024</b>	Letter from Secretary of Commerce to the City advised of the Secretary's agreement
<b>March 6, 2025</b>	Development Plan finalized
<b>March 20, 2025</b>	Work Session: City Commission considers Resolution of intent to consider adoption of development plan and establishment of district and calling public hearing
<b>March 27, 2025</b>	<b>City Commission considers Resolution of intent to consider adoption of development plan and establishment of district and calling public hearing</b>
<b>April 2, 2025</b>	Certified copy of the Resolution of intent delivered to City Planning Commission, BOCC, and USD (receipt requested)
<b>April 25, 2025</b>	Resolution of intent and calling public hearing published in official City news outlet ( <i>at least 1 week, no more than 2 weeks, before hearing</i> )
<b>May 1, 2025</b>	Work Session: City Commission considers Ordinance adopting the development plan and establishing the district
<b>May 8, 2025</b>	<b>Public Hearing</b> ( <i>not less than 30, no more than 70 days following adoption of Resolution of Intent</i> )  <b>City Commission considers Ordinance adopting the development plan and establishing the district</b>
<b>May 9, 2025</b>	Publish Ordinance in official City news outlet
<b>June 9, 2025</b>	BOCC and USD veto period expires ( <i>30 days following public hearing</i> )
<b>June 13, 2025</b>	Copy of the Ordinance, legal description of the land within the District, and map indicating the boundaries of the District certified mailed to County Clerk/Treasurer/Assessor, BOCC, and USD ( <i>by Jan. 1, 2026</i> )

**DEVELOPMENT PLAN  
OF THE CITY OF HAYS, KANSAS  
TALLGRASS PHASE 4  
REINVESTMENT HOUSING INCENTIVE DISTRICT**

**MARCH 2025**

## INTRODUCTION

On November 26, 2024 the City Commission (the “Governing Body”) of the City Hays, Kansas (the “City”) adopted Resolution 2024-034, which found and determined that:

1. There is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.
2. The shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.
3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.
4. The future economic wellbeing of the City depends on the Governing Body providing additional incentives for the construction of/or renovation of quality housing in the City.

Based on these findings and determinations, the Governing Body proposed the establishment of a Reinvestment Housing Incentive District within the City pursuant to K.S.A. 12-5241 *et seq.* (the “Act”).

Following the adoption of Resolution 2024-034, a certified copy was submitted to the Secretary of Commerce for approval of the establishment of the Reinvestment Housing Incentive District in the City as required by K.S.A. 12-5244(c). On December 5, 2024, the Secretary of Commerce provided written confirmation approving the establishment of the Reinvestment Housing Incentive District within the City.

## DEVELOPMENT PLAN ADOPTION

K.S.A. 12-5245 states that once a city receives approval from the Secretary of Commerce for the development of a reinvestment housing incentive district, the governing body must adopt a plan for the development of housing and public facilities within the proposed district.

## DEVELOPMENT PLAN

As a result of the shortage of quality housing, the City proposes this development plan (the “Development Plan”) to assist in the development of quality housing within the City.

(1) ***Legal Description and Map of the District.*** The legal description of the Tallgrass Phase 4 Reinvestment Housing Incentive District (the “District”) is attached as ***Exhibit A*** to this Development Plan. A map of the District is attached as ***Exhibit B*** to this Development Plan.

(2) ***Existing Assessed Valuation of the District.*** The assessed valuation of all real estate within the District for 2025 is:

Land	\$1,158
Improvements	0
Total	<u>\$1,158</u>

(3) ***Owners of Record.*** The name and address of the owner of record for the real estate within the District is:

Heart of America Development Corporation  
2510 Canterbury Dr.  
Hays, Kansas 67601

(4) ***Description of Housing and Public Facilities Projects.*** The housing and public facilities projects that are proposed to be constructed include the following:

### **Housing Facilities**

The housing facilities are currently anticipated to consist of constructing up to 101 single family homes, with the potential for some lots to be converted to multi-family use.

### **Public Facilities**

Public facilities and public improvements will include construction of infrastructure improvements located within the boundaries of the District, including but not limited to street, sidewalk, parking, water, sanitary sewer, storm sewer, gas, and electric improvements. Infrastructure improvements may be constructed prior to or concurrently with the housing facilities in the project.

(5) ***Developer's Information.*** The City of Hays will be responsible for a portion of the development of public facilities in the District. The names, addresses and specific interests in the real estate in the District of the other developers responsible for development of the housing and public facilities is:

Owner of Real Property:	Heart of America Development Corporation 2510 Canterbury Dr. Hays, Kansas 67601
-------------------------	---

Developer:	Heart of America Development Corporation 2510 Canterbury Dr. Hays, Kansas 67601
------------	---

(6) ***Contractual Assurances.*** The Governing Body anticipates entering into a Development Agreement (the "Development Agreement"), with Heart of America Development Corporation, a Kansas not for profit corporation (the "Developer"). The Development Agreement, as supplemented and amended, is expected to include a description of projects to be constructed, financial obligations of the developer, and financial and administrative support from the City. The Development Agreement will include contractual assurances, if any, the Governing Body will receive from the Developer guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed district.

(7) ***Comprehensive Analysis of Feasibility.*** A comprehensive analysis was conducted to determine whether the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of revenue, would be sufficient to pay for the public improvements to be undertaken in the District. A copy of the analysis is attached as ***Exhibit C*** to this Development Plan. The analysis estimates the property tax revenues that will be generated from the District, less existing property taxes, to determine the revenue stream available to support reimbursement to the City and the Developer for all or a portion of the costs of financing the public infrastructure. The estimates indicate that the revenue realized from the project, together with funds of the developer, will be adequate to pay the eligible costs.

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***EXHIBITA***  
**DEVELOPMENT PLAN**  
**TALLGRASS PHASE 4**  
**REINVESTMENT HOUSING INCENTIVE DISTRICT**

**LEGAL DESCRIPTION OF THE DISTRICT**

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

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

Said Tract contains 27.697 acres more or less and is subject to any easements or rights-of-way of record.

Together with all public rights of way adjacent thereto

**EXHIBIT B**  
**DEVELOPMENT PLAN**  
**TALLGRASS PHASE 4**  
**REINVESTMENT HOUSING INCENTIVE DISTRICT**

**MAP OF THE DISTRICT**



***EXHIBIT C***  
**DEVELOPMENT PLAN**  
**TALLGRASS PHASE 4**  
**REINVESTMENT HOUSING INCENTIVE DISTRICT**

**COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS**

**City of Hays, Kansas**  
**Tallgrass Second Addition Phase 4 RHID Project**

Estimated Eligible Expenses	\$6,000,000
Estimated RHID Increment	\$6,867,430

<u>Taxing Units:</u>	2023/2024 <u>Mill Levy</u>	Aggregate Fiscal Impact	
		25 years	
City	24.997	\$ 1,530,335	
USD 489	52.966	2,018,203	
State	1.500	-	
Rec Commission	3.382	207,049	
Cottonwood Ext Dist 17	0.666	40,773	
County	35.995	2,203,641	
<b>Total</b>	<b>119.506</b>	<b>\$ 6,000,000</b>	
Total Current Assessed Valuation	\$1,158		
Property Tax On Base Value	\$138		

Single Family Homes	Estimated Completed <u>Appraised Value Per Unit</u>	Property <u>Class</u>	Estimated Total <u>Property Tax Per Unit</u>	Less State <u>1.5 Mills</u>	Less State levy for <u>USD 20 Mills</u>	Annual Eligible <u>Tax Generated</u>
	\$300,000	11.50%	\$4,123	\$52	\$690	\$3,381

**Assumptions:**

101 single family homes, with 15 constructed each of 2026, 2027, 2028, 2029, 2030, 2031 and 11 in 2031

Constant AV

11.5% property class for assessed value

Constant mill levy based on 2024/25 levy

District created 1Q2025

Year	Tax Collection Years	Estimated Annual	Estimated Cumulative Total
		Total Increment	Increment
1	2025/26	\$0	\$0
2	2026/27	\$0	\$0
3	2027/28	\$50,580	\$50,580
4	2028/29	\$101,298	\$151,878
5	2029/30	\$152,016	\$303,893
6	2030/31	\$202,734	\$506,627
7	2031/32	\$253,452	\$760,080
8	2032/33	\$304,170	\$1,064,250
9	2033/34	\$341,364	\$1,405,613
10	2034/35	\$341,364	\$1,746,977
11	2035/36	\$341,364	\$2,088,340
12	2036/37	\$341,364	\$2,429,704
13	2037/38	\$341,364	\$2,771,067
14	2038/39	\$341,364	\$3,112,431
15	2039/40	\$341,364	\$3,453,795
16	2040/41	\$341,364	\$3,795,158
17	2041/42	\$341,364	\$4,136,522
18	2042/43	\$341,364	\$4,477,885
19	2043/44	\$341,364	\$4,819,249
20	2044/45	\$341,364	\$5,160,612
21	2045/46	\$341,364	\$5,501,976
22	2046/47	\$341,364	\$5,843,339
23	2047/48	\$341,364	\$6,184,703
24	2048/49	\$341,364	\$6,526,066
25	2049/50	\$341,364	\$6,867,430

**DEVELOPMENT AGREEMENT  
TALLGRASS PHASE 4  
REINVESTMENT HOUSING INCENTIVE DISTRICT**

**THIS DEVELOPMENT AGREEMENT** (“Agreement”) is entered into effective as of [May 8, 2025] (the “Effective Date”), by and between the **CITY OF HAYS**, Kansas, a municipal corporation of the State of Kansas (“City”), and **HEART OF AMERICA DEVELOPMENT CORPORATION**, a Kansas not for profit corporation (“Developer”). The City and the Developer are each a “Party” and collectively the “Parties.”

**RECITALS**

**A.** Developer owns certain real property located within the boundaries of City and described on *Exhibit A* attached hereto and incorporated herein by reference (the “Property”).

**B.** Developer desires to develop the Property by constructing a residential development known as “Tallgrass Phase 4” (“**Tallgrass Phase 4**”) as more fully described herein.

**C.** City has determined that the construction of Tallgrass Phase 4 will foster the economic development of City and surrounding area of Ellis County, Kansas.

**D.** The Parties are authorized to enter into this Agreement and to complete the responsibilities set forth herein with respect to Tallgrass Phase 4.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE I  
DEFINITIONS AND RULES OF CONSTRUCTION**

**1.1 Definitions.** As used in this Agreement, the following words and terms have the meaning set forth below:

“**Agreement**” means this Development Agreement, as the same may be from time to time modified, amended or supplemented in writing by the Parties hereto.

“**Bonds**” means any of the City’s general obligation temporary notes and general or special obligation bonds issued to finance Eligible Costs.

“**City**” means the City of Hays, Kansas.

“**City Infrastructure Improvements**” means the water, sewer, storm sewer, street, sidewalk, and other infrastructure improvements necessary for Tallgrass Phase 4 agreed to be constructed by the City, including engineering costs and appurtenances related thereto.

“**Developer**” means Heart of America Development Corporation, a Kansas not for profit corporation, or its permitted successors or assigns.

**“Development Plan”** means the Development Plan prepared by the City in accordance with the provisions of the Reinvestment Housing Incentive District Act.

**“Development Project”** means a residential housing development with up to 101 single family homes, with the potential for some lots to be converted to multi-family use, to be constructed on the Property in accordance with site plans approved by the Governing Body, including any approved amendments to the site plans that are approved by the Governing Body.

**“District”** means Tallgrass Phase 4 Reinvestment Housing Incentive District to be established pursuant the Reinvestment Housing Incentive District Act and the RHID Ordinance.

**“Eligible Costs”** means costs which are reimbursable pursuant to the provisions of K.S.A. 12-5249, including associated legal, engineering and project finance costs.

**“Governing Body”** means the City Commission of the City of Hays, Kansas.

**“Lot(s)”** means a portion or portions of the Property to be sold by the Developer in the ordinary course of the development of the Development Project.

**“Mayor”** means the Mayor of the City of Hays, Kansas or his or her duly authorized agent.

**“Property”** means the real property (including but not limited to fee interests, leasehold interests, tenant-in-common interests, and such other like or similar interests) on which the Development Project will be located, more specifically described in **Exhibit A** attached hereto and depicted on **Exhibit B** attached hereto.

**“RHID Funds”** means those amounts paid from the Ellis County Treasurer to the Treasurer of the City pursuant to K.S.A. 12-5250(b)(2)(A) as a result of the Development Project.

**“RHID Ordinance”** means the ordinance passed by the Governing Body approving the Development Plan and establishing the District.

**“Reinvestment Housing Incentive District Act”** means K.S.A. 12-5241 *et seq.*, as amended.

**1.2 Rules of Construction.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

(a) The terms defined in this Article include the plural as well as the singular.

(b) All accounting terms not otherwise defined herein have the meanings assigned to them, and all computations herein provided for will be made, in accordance with generally accepted accounting principles.

(c) All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.

(d) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed.

(e) The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

(f) The Article and Section headings herein are for convenience only and will not affect the construction hereof.

## **ARTICLE II** **REPRESENTATIONS AND WARRANTIES**

**2.1 Representations of the City.** The City makes the following representations and warranties, which are true and correct on the date hereof, to the best of the City's knowledge:

(a) **Due Authority.** The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal valid and binding obligation of the City, enforceable in accordance with its terms.

(b) **No Defaults or Violation of Law.** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(c) **No Litigation.** There is no litigation, proceeding or investigation pending or, to the knowledge of the City, threatened against the City with respect to this Agreement or affecting the Property. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of the terms and provisions of this Agreement.

(d) **Governmental or Corporate Consents.** No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the City of this Agreement other than as set forth herein.

(e) **No Default.** No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

**2.2 Representations of the Developer.** The Developer makes the following representations and warranties, which are true and correct on the date hereof, to the best of the Developer's knowledge:

(a) **Due Authority.** The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

(b) ***No Defaults or Violation of Law.*** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which they are now a party, and do not and will not constitute a default under any of the foregoing.

(c) ***No Litigation.*** No litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Development Project, the Developer or any officer, director, member or shareholder of the Developer. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, of the terms and provisions of this Agreement.

(d) ***No Material Change.*** (1) The Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Agreement and (2) there has been no material adverse change in the business, financial position, prospects or results of operations of the Developer, which could affect the Developer's ability to perform its obligations pursuant to this Agreement from that shown in the financial information provided by the Developer to the City prior to the execution of this Agreement.

(e) ***Governmental or Corporate Consents.*** No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement other than as set forth herein.

(f) ***No Default.*** No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument to which the Developer is a party or by which Developer is or may be bound.

(g) ***Compliance with Laws.*** The Developer is in material compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

(h) ***Other Disclosures.*** The information furnished to the City by the Developer in connection with the matters covered in this Agreement is true and correct and does not contain any untrue statement of any material fact and does not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

(i) ***Approvals.*** The Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate its properties as now owned or leased by it. The Developer has obtained, or reasonably believes it will obtain in due course, all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire, construct, equip, operate and maintain the Development Project; or reasonably

believes that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will be obtained in due course.

(j) **Construction Permits.** All governmental permits and licenses required by applicable law to construct, occupy and operate the Development Project have been issued and are in full force and effect or, if the present stage of development does not allow such issuance, the Developer reasonably believes, after due inquiry of the appropriate governmental officials, that such permits and licenses will be issued in a timely manner in order to permit the Development Project to be constructed.

**2.3 Maintenance of Existence.** During the term of this Agreement the Developer will maintain its legal existence, will continue to be in good standing under the laws of the State of Kansas and will not dissolve consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it.

**2.4 Conditions to the Effectiveness of this Agreement.** As a precondition to the effectiveness of this Agreement, the Developer will ensure that the City has received the following documents:

- (a) a copy of the Developer's Articles of Incorporation certified by the Kansas Secretary of State; and
- (b) a certified copy of the Bylaws of the Developer.

**2.5 Additional Approvals Required.** This Agreement will be void if the District is nullified in the manner set forth in K.S.A. 12-5246. In addition, the zoning commission and the City retain full discretion within existing ordinances and policy regarding its zoning, planning, permitting and inspection requirements.

### **ARTICLE III REINVESTMENT HOUSING INCENTIVE DISTRICT**

**3.1 Preliminary Resolution.** The Governing Body has heretofore adopted Resolution No. 2024-034 (the "Preliminary Resolution"), which made certain findings pursuant to the Reinvestment Housing Incentive District Act, relative to the need for housing in the City and declaring an intent to establish reinvestment housing incentive districts within the City.

**3.2 Department of Commerce Finding.** Pursuant to the Preliminary Resolution, the City caused to be prepared a Housing Needs Analysis and forwarded the same with the Preliminary Resolution, to the Kansas Secretary of Commerce. On December 5, 2024, the Kansas Secretary of Commerce issued a letter to the City making certain findings required by the Reinvestment Housing Incentive District Act, and approved the City's ability to establish reinvestment housing incentive districts.

**3.3 District Established.** The City prepared the Development Plan in accordance with the provisions of the Reinvestment Housing Incentive District Act, and considered a resolution calling a public hearing relative to the Development Plan, conducted a public hearing, and passed the RHID Ordinance approving the Development Plan and establishing the District. The Parties acknowledge that the creation of the District is subject to nullification in the manner set forth in K.S.A. 12-5246.

## ARTICLE IV CONSTRUCTION

**4.1 Site Plan.** The City retains full and complete discretion to review, modify and approve or not approve the site plan for the Development Project through its normal planning, zoning and permitting process. Any approvals related to this Development Agreement will not act as a waiver, alteration, or replacement of any required zoning, planning, permitting and inspection requirements.

### **4.2 City Purchase Option.**

(a) In consideration of the City entering into this Agreement and the City's financing of certain infrastructure costs to serve Tallgrass Phase 4, the Developer grants to the City an option to purchase Lots at a purchase price of \$1 per lot (the "**City Purchase Option**"). The City may exercise the City Purchase Option for all or any portion of the Lots still owned by the Developer upon the Developer's failure to meet the Progress Benchmark set forth in **Section 4.3**. A notice of the City Purchase Option will be recorded against the Property owned by the Developer.

(b) The City will give notice of its election to exercise the City Purchase Option in writing to the Developer, which will include a proposed closing date and title company and may include a form real estate purchase agreement consistent with the terms of this Section. The Developer will convey to the City via special warranty deed good and marketable title to all Lots subject to the City Purchase Option free and clear of all liens and encumbrances. Each of the parties will be responsible for its own attorney's fees related to the exercise of the City Purchase Option and all closing costs will be paid by the Developer. Each party represents to the other that no real estate broker commission will be due on the purchase contemplated hereby, but in the event one is claimed, it will become the sole obligation of the party who engaged any such broker.

### **4.3 Progress Benchmark.**

(a) Beginning on the 6<sup>th</sup> anniversary of the Effective Date, the Developer will be in compliance with the Progress Benchmark or the Developer will be in default of this Agreement. The Developer will be in compliance with the Progress Benchmark if:

(1) Bonds have been issued by the City and annual RHID Funds are generated in an amount equal to or greater than the related debt service requirements; or

(2) the City has paid for the City Infrastructure Improvements from sources other than Bonds and annual RHID Funds are generated in an amount equal to or greater than the pro-rata amount necessary to fully reimburse the City in equal annual installments through the remaining life of the District.

(b) In addition to the remedies set forth in **Section 7.4**, if Developer fails to meet the Progress Benchmark, and for so long as that failure is continuing, the City may:

(1) retain all Escrowed Funds then held by the City; and

(2) exercise the City Purchase Option.

#### **4.4 Infrastructure Improvements Construction.**

(a) The City will construct the City Infrastructure Improvements in accordance with City standards and specifications for similar projects.

(b) Developer is responsible for securing any rights-of-way and/or easement rights from private parties necessary to improve or build the City Infrastructure Improvements and City will reasonably cooperate with Developer with respect to any such acquisition. All costs associated with the acquisition of rights-of-way and/or easements from third-parties unrelated to Developer will be considered an Eligible Cost.

**4.5 No Waiver.** Nothing in this Agreement shall constitute a waiver of the City's right to consider and approve or deny governmental approvals pursuant to the City's regulatory authority as provided by city building code and applicable State law. The Developer acknowledges that satisfaction of certain conditions contained in this Agreement require the reasonable exercise of the City's discretionary zoning authority by the City's planning commission and governing body in accordance with the City's zoning ordinance, the City building code and applicable State law.

**4.6 Land Use Restriction.** The Developer agrees that the Property will be utilized for residential purposes only and all other types of land uses are prohibited in the Development Project or on the Property unless approved in writing by the City prior to the execution of a letter of intent, lease or prior to the sale of land.

**4.7 Financing of Improvements.** The City, in its sole discretion, may finance any Eligible Costs through the issuance of Bonds. The City will be the primary party entitled to reimbursement of Eligible Costs from RHID Funds. If any excess RHID Funds remain following reimbursement to the City of all Eligible Costs incurred by the City, including any debt service on any Bonds utilized to finance Eligible Costs, then the Developer may be reimbursed for any Eligible Costs incurred by the Developer including any portion of the Deposit that was not reimbursed to the Developer.

### **ARTICLE VI**

#### **LOT SALES; ADDITIONAL DEVELOPER OBLIGATIONS**

**6.1 Lot Sales.** The Developer has the right to sell portions of the Property ("Lot(s)") in the ordinary course of the development of the Development Project. The Developer agrees to include in each Lot sale contract a condition requiring the purchaser to obtain a building permit to commence construction on the applicable Lot within 12 months after closing on the purchase of the Lot, with the Developer retaining the right to repurchase the Lot at a price equal to the original sale price if the condition is not met.

#### **6.2 Escrow.**

(a) Developer agrees to deposit with the City to be held in escrow (collectively, the "Escrowed Funds"):

(1) \$1,800,000 (representing 30% of the estimated City Infrastructure Costs) within 10 days following the Effective Date; and

(2) any rebate amounts received by the Developer from Midwest Energy related to Tallgrass Phase 4 Development.

(b) If the City has issued Bonds and RHID Funds are insufficient to pay the related debt service requirements, then the City's may use the Escrowed Funds to pay any shortfall.

(c) If on the 6<sup>th</sup> anniversary of the Effective Date (1) the City has issued Bonds and (2) RHID Funds are available to pay the related debt service requirements and (3) the City reasonably believes that annual RHID Funds will continue to be generated and available to pay all future related debt service requirements, then the City may release the then available Escrowed Funds to the Developer.

## **ARTICLE VII GENERAL PROVISIONS**

**7.1 City's Right to Terminate.** In addition to all other rights of termination as provided herein, (i) the City may terminate this Agreement if bids received for construction of the City Infrastructure Improvements are greater than the engineering estimates that have been prepared and submitted to the City as of the Effective Date, and (ii) City may terminate this Agreement at any time if Developer defaults in or breaches any material provision of this Agreement and fails to cure such default or breach within 30 days after receipt of written notice from City of such default or breach.

**7.2 Developer's Right to Terminate.** In addition to all other rights of termination as provided herein, Developer may terminate this Agreement at any time if City defaults in or breaches any material provision of this Agreement and fails to cure such default or breach within 30 days after receipt of written notice from Developer of such default or breach.

### **7.3 Successors and Assigns.**

(a) This agreement will be binding on and inure to the benefit of the Parties and their respective heirs, administrators, executors, personal representatives, agents, successors and assigns.

(b) The obligations of Developer under this Agreement may not be assigned in whole or in part without the prior written approval of City.

### **7.4 Remedies.**

(a) Except as otherwise provided in this Agreement and subject to Developer's and City's respective rights of termination, in the event of any breach of any term or condition of this Agreement by either Party, or any successor, the breaching Party (or successor) will, upon written notice from the other Party specifying such claimed breach, proceed immediately to cure or remedy such breach, and will, in any event, within 30 days after receipt of notice, cure or remedy such default. If the breach is not cured or remedied, the aggrieved Party may hold the breaching Party in default of this Agreement and thereupon may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching Party, withholding funds received pursuant to K.S.A. 12-5250(b)(2)(A) and/or repeal of the ordinance establishing the District. For purposes of this **Section 7.4**, no Party may be deemed in default of this Agreement unless and until it has received notice of any claimed breach and has been given an opportunity to cure the same.

(b) Notwithstanding any other provision of this Agreement, in no event will the Developer or the City ever be liable for any punitive, special, incidental, or consequential damages in connection with this Agreement, or otherwise. For purposes of this **Section 7.4**, consequential damages include, but are not limited to, lost profits, lost tax revenue, or other similar losses which are not direct out-of-pocket costs

incurred by the non-defaulting Party. Any monetary damages owed by the City will be limited to and will only be payable from RHID Funds actually received by the City as a result of the creation of the District.

(c) Notwithstanding any other provision of this Agreement, if Developer defaults in or breaches any material provision of this Agreement and fails to cure such default or breach within 60 days after receipt of written notice from City of such default or breach, the City may continue to collect and utilize RHID Funds until all Bonds have been paid in full, after which the City may terminate this Agreement and repeal the Ordinance establishing the District.

**7.5 Force Majeure.** Neither City nor Developer nor any successor in interests will be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder will be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; act of terror; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by any governmental entity necessary for the Developer to proceed with construction of the project or any portion thereof, shortage of delay in shipment of material or fuel; acts of God; unusually adverse weather or soil conditions; unforeseen site conditions that render the site economically or physically undevelopable (as a result of additional cost or delay), or any other cause or contingency similarly; or other causes beyond the Parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement; provided that such event of force majeure will not be deemed to exist as to any matter initiated or unreasonably sustained by Developer, and further provided that Developer notifies city in writing within thirty (30) days of the commencement of such claimed event of force majeure.

**7.6 Notices.** Any notice, demand or other communication required by this Agreement to be given by either Party hereto to the other will be in writing and will be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, or delivered personally,

(a) In the case of Developer, to:

Heart of America Development Corporation  
Attn: President  
2510 Canterbury Dr.  
Hays, Kansas 67601  
Email: [doug@growhays.com](mailto:doug@growhays.com)  
Phone: (785) 623-1100

(b) In the case of City, to:

City of Hays, Kansas  
Attention: City Manager  
P.O. Box 490  
1507 Main Street  
Hays, Kansas 67601  
Email: [tdougherty@haysusa.com](mailto:tdougherty@haysusa.com)  
Phone: (785) 628-7320

with a copy to:  
Gilmore & Bell, P.C.  
Attention: Dominic Eck  
100 North Main  
Suite 800  
Wichita, Kansas 67202  
Email: [deck@gilmorebell.com](mailto:deck@gilmorebell.com)  
Phone: (316) 267-2091

Or to such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this **Section 7.6**.

**7.7 Conflict of Interest.** No member of the Governing Body or any branch of City's government who has any power of review or approval of any of Developer's undertakings, or of City's contracting for goods or services for the Development Project, will participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interests will immediately, upon knowledge of such possible conflict, disclose, in writing, to the Governing Body the nature of such interest and seek a determination by the Governing Body with respect to such interest and, in the meantime, will not participate in any actions or discussions relating to the activities herein proscribed. City represents to Developer that no such conflicts of interest exist as of the date hereof.

**7.9 Inspection.** Developer will allow City and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents as City determines is reasonable and necessary to verify Developer's compliance with the terms of this Agreement.

**7.10 Choice of Law.** This Agreement will be deemed to have been fully executed, made by the Parties in, and governed by the laws of State of Kansas for all purposes and intents.

**7.11 Entire Agreement; Amendment.** The Parties agree that this Agreement and the Development Plan collectively constitute the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties. This Agreement may be amended only in writing and effective when signed by the authorized agents of the Parties.

**7.12 Counterparts.** This Agreement is executed in multiple counterparts, each of which constitute one and the same instruments.

**7.13 Severability.** If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder will continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

**7.14 Representatives Not Personally Liable.** No elected or appointed official, agent, employee or representative of City will be personally liable to Developer in the event of any default or breach by any Party under this Agreement or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

**7.15 Legal Actions.** If a third party brings an action against City, or any officials, agents, employees or representatives thereof contesting the validity or legality of any of the terms of this Agreement, or the ordinance approving this Agreement, Developer may, at Developer's option but only with City's consent, assume the defense of such claim or action (including without limitation, to settle or compromise any claim or action for which Developer has assumed the defense) with counsel of Developer's choosing. The Parties expressly agree that so long as no conflicts of interest exist between them, the same attorney or attorneys may simultaneously represent City and Developer in any such proceeding; provided, Developer and its counsel will consult with City throughout the course of any such action and Developer will pay all reasonable and necessary costs incurred by City in connection with such action. If such defense is assumed by Developer, all costs of any such action incurred by City will be promptly paid by Developer. If City refuses to permit Developer to assume the defense of any action, then costs incurred by City will be paid by City.

**7.16 Release and Indemnification.** Notwithstanding the expiration, termination or breach of this Agreement by either Party, the indemnifications and covenants contained in this **Section 7.16** will,

except as otherwise expressly set forth herein, survive such expiration, termination or breach of this Agreement by Parties hereto.

(a) Notwithstanding anything herein to the contrary, City and its Governing Body members, officers, agents, servants, employees and independent contractors will not be liable to Developer for damages or otherwise in the event that any ordinance, order or resolution adopted in connection with this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either City is prevented from performing any of the covenants and agreements herein or Developer is prevented from enjoying the rights and privileges hereof.

(b) Developer releases from, agrees to indemnify and hold harmless City, its Governing Body members, officers, agents, servants and employees against, and covenants and agrees that City and its Governing Body members, officers, agents, servants, employees and independent contractors will not be liable for, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the acquisition of the Property including any and all claims arising from the acquisition of the Property, including, but not limited to, location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense, including attorney's fees, except for those matters rising out of the willful and/or wanton negligence of City and its governing body members, officers, agents, servants, and employees.

(c) City and its Governing Body members, officers, agents, servants and employees will not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Property except for matters arising out of the willful and/or wanton negligence of City and its Governing Body members, officers, agents, servants and employees.

(d) All covenants, stipulations, promises, agreements and obligations of City contained herein will be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any of its Governing Body members, officers, agents, servants or employees in their individual capacities.

(e) No official, employee or representative of City will be personally liable to Developer in the event of a default or breach by any Party to this Agreement.

(f) Developer releases from and covenants and agrees the City, its Governing Body members, officers, employees, agents and independent contractors will not be liable for, and agrees to indemnify and hold City, its Governing Body, members, officers, employees, agents and independent contractors harmless from and against any and all suits, interest, claims and cost of attorney fees incurred by any of them, resulting from, arising out of, or in any way connected with: (1) the Development Project or its approval, (2) the construction of the Development Project, (3) the negligence or willful misconduct of Developer, its employees, agents or independent contractors in connection with the management, development, and construction of the Development Project, (4) the compliance by Developer with all applicable state, federal and local environmental laws, regulations, ordinances and orders, (5) underground storage tanks located on or about the Property, (6) friable asbestos or asbestos-containing materials at, on, or in the Property, (7) the operation of all or any part of the Property , or the condition of the Property, including, without limitation, any environmental cost or liability, or (8) negotiations, inspections, acquisitions, preparations, construction, leasing, operations, and other activities of Developer or its agents in connection with or leading to the Development Project or the Property; except that the foregoing release and indemnification will not apply in the case of such liability arising directly out of the willful and/or wanton negligence of City or its authorized Governing Body members, officers, employees and agents or which arises out of matters undertaken by City following termination of this Agreement.

**7.17 Tax Implications.** The Developer acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or State income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon its own tax advisors in this regard.

**7.18 Cash Basis and Budget Laws.** The Parties acknowledge and agree that the ability of the City to enter into and perform certain financial obligations pursuant to this Agreement are subject to the K.S.A. 10-1101 *et seq.* and K.S.A. 79-2935 *et seq.*

**7.19 No Partnership.** Nothing contained herein will be construed as creating a partnership between the Parties.

**7.20 Term.** The term of this Agreement will commence on the Effective Date and, unless terminated earlier as provided in this Agreement, expire on the latest of: (i) the closing date that follows the City's exercise of the City Purchase Option; (ii) the date that all Eligible Costs have been reimbursed with RHID Funds; or (ii) 25 years after the date of the RHID Ordinance.

**7.21 Authorized Parties.** Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the Parties are required, or the Parties are required to agree or to take some action at the request of the other Party, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the City Manager and for the Developer by any officer of Developer so authorized; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party shall have any complaint against the other as a result of any such action taken.

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY]

**IN WITNESS WHEREOF**, City and Developer have caused this Agreement to be executed in their respective names and City has caused its seal to be affixed thereto, and attested as to the date first above written.

**CITY OF HAYS, KANSAS**

(SEAL)

By: \_\_\_\_\_  
SANDY JACOBS  
Mayor

ATTEST:

By: \_\_\_\_\_  
JAMI BREIT  
City Clerk

**HEART OF AMERICA DEVELOPMENT  
CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **EXHIBIT A**

### **PROPERTY DESCRIPTION TALLGRASS PHASE 4 REINVESTMENT HOUSING INCENTIVE DISTRICT**

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

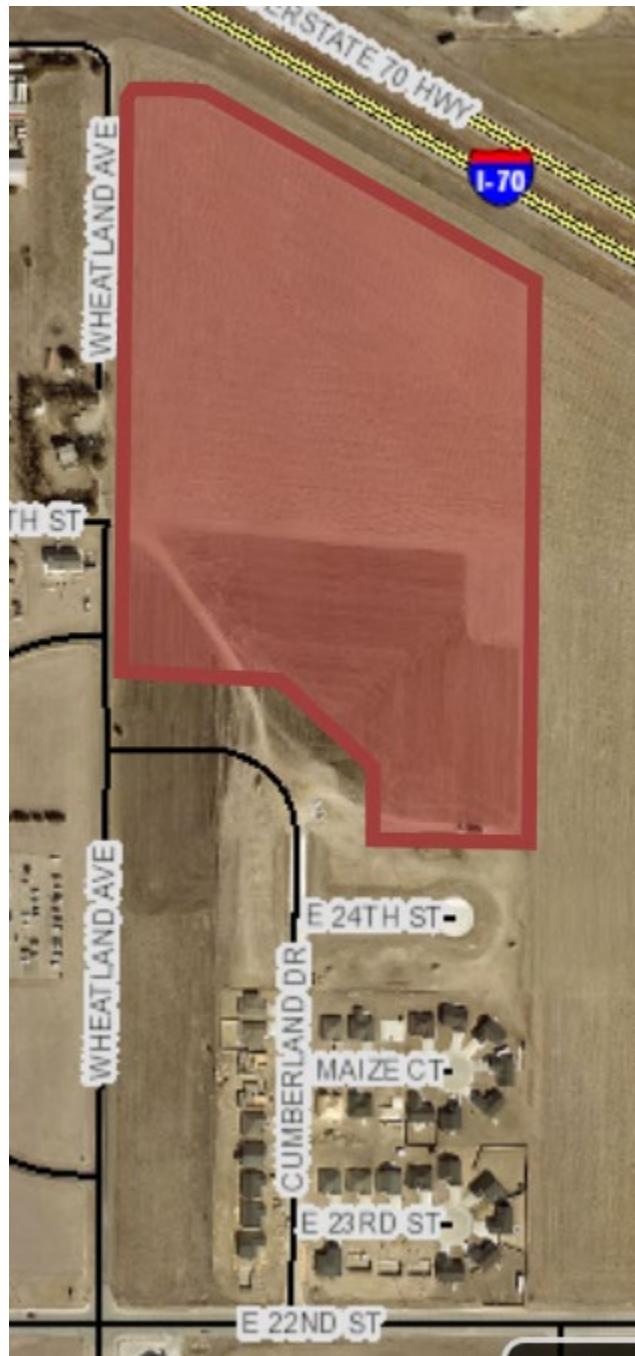
Commencing at the Southwest Comer of the Northeast Quarter Section 35, Township 13 South, Range 18 West; Thence on a bearing of North 00 degrees 04 minutes 15 seconds East along the West line of the Northeast Quarter of said Section 35 a distance of 1132.64 feet to the Point of Beginning; Thence continuing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

Said Tract contains 27.697 acres more or less and is subject to any easements or rights-of-way of record.

Together with all public rights of way adjacent thereto

**EXHIBIT B**

**PROPERTY MAP  
TALLGRASS PHASE 4 REINVESTMENT HOUSING INCENTIVE DISTRICT**





## City Commission Meeting AGENDA ITEM COVER SHEET

**COMMISSION AGENDA ITEM NO. 6**

**MEETING DATE: 5-8-2025**

---

**TOPIC:**

Ordinance Establishing an RHID and Adopting a Plan for the Development of Housing and Public Facilities in the District (Tallgrass 2<sup>nd</sup> Addition, Phase 4)

**ACTION REQUESTED:**

Approve Ordinance No. 4070 establishing an RHID, adopting a Development Plan, and approving a Development Agreement for Tallgrass 2<sup>nd</sup> Addition, Phase 4.

**NARRATIVE:**

Heart of America Development Corporation (the “Developer”) has submitted an Application for Economic Incentives and the required application fee relating to a residential project and related infrastructure for Phase 4 of the Tallgrass 2nd Addition project.

The Developer is requesting that a Reinvestment Housing Incentive District (RHID) be established on the property to be developed. Developer proposes that the City finance and construct the RHID eligible costs related to the project, and that the City utilize RHID revenues to offset the City’s costs, including debt service requirements on any bonds issued for the project. In addition, the Developer will provide a deposit equal to 30% of the projected infrastructure costs (the “Deposit”). The Deposit could be utilized by the City to pay for infrastructure costs or to pay debt service on general obligation temporary notes and bonds that are issued to pay for the project costs. Any RHID revenues generated in excess of City costs and debt service requirements would be used to reimburse Developer for RHID-eligible expenses on a pay-as-you-go basis. RHID collection will cease upon the earlier of 25 years or full payment or reimbursement of all RHID-eligible project costs.

A proposed Development Plan and Development Agreement (both attached) have been created to describe the housing development and to govern the rights and responsibilities of the City and the Developer.

Following the public hearing, the consideration of an Ordinance establishing the RHID is the final action required by the Commission to create the RHID and approve the associated Development Agreement. If passed, the RHID will be created unless the USD 489 Board of Education or the Ellis County Board of County Commissioners adopts a resolution in opposition within 30 days after the public hearing.

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

Jarrod Kuckelman, Assistant City Manager

**ADMINISTRATION RECOMMENDATION:**

Advance the project by passing the Ordinance.

**ATTACHMENTS:**

Ordinance No. 4070

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF HAYS, KANSAS  
HELD ON MAY 8, 2025**

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

Absent:

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

\* \* \* \* \*

(Other Proceedings)

Among other business, in accordance with Resolution No. 2025-002 published in the official City news outlet on April 25, 2025, a public hearing was held by the governing body relating to the proposed establishment of a Reinvestment Housing Incentive District within the City and adopting a plan for the development of housing and public facilities in such District. At the hearing, each project proposed for the District was identified and explained, and the developer that intends to contract with the City to undertake such project was identified. Following the presentation, all interested persons were afforded an opportunity to present their views on the establishment of the District and the proposed projects.

Following the close of the public hearing, Commissioner \_\_\_\_\_ presented and moved for the passage of an Ordinance entitled:

**AN ORDINANCE OF THE CITY OF HAYS, KANSAS, ESTABLISHING A  
REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY,  
ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC  
FACILITIES IN SUCH DISTRICT, APPROVING A DEVELOPMENT  
AGREEMENT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION  
THEREWITH (TALLGRASS PHASE 4 REINVESTMENT HOUSING  
INCENTIVE DISTRICT).**

Commissioner \_\_\_\_\_ seconded the motion. The Ordinance was duly read and considered, and upon being put, the motion for the passage of the Ordinance was carried by the vote of the governing body as follows:

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

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

The Mayor declared the Ordinance duly passed and the ordinance was duly numbered Ordinance No. \_\_\_\_\_, was signed by the Mayor and attested by the City Clerk, and was directed to be published one time in the official City news outlet.

\* \* \* \* \*

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

**CERTIFICATE**

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

(SEAL)

---

City Clerk

(Published in the official City news outlet on May 9, 2025)

**ORDINANCE NO. 4070**

**AN ORDINANCE OF THE CITY OF HAYS, KANSAS, ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY, ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, APPROVING A DEVELOPMENT AGREEMENT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH (TALLGRASS PHASE 4 REINVESTMENT HOUSING INCENTIVE DISTRICT).**

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**WHEREAS**, K.S.A. 12-5241 *et seq.* (the “Act”) authorizes cities incorporated in accordance with the laws of the state of Kansas (the “State”) to designate reinvestment housing incentive districts within such city; and

**WHEREAS**, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

**WHEREAS**, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a reinvestment housing incentive district and providing the legal description of property to be contained therein; and

**WHEREAS**, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of the Kansas Department of Commerce (the “Secretary”) requesting that the Secretary agree with the finding contained in such resolution; and

**WHEREAS**, if the Secretary agrees with such findings, such city may proceed with the establishment of a reinvestment housing incentive district within such city and adopt a plan for the development or redevelopment of housing and public facilities in the proposed district; and

**WHEREAS**, the governing body (the “Governing Body”) of the City of Hays, Kansas (the “City”) has performed a Housing Needs Analysis, dated June 2022 (the “Analysis”), a copy of which is on file in the office of the City Clerk; and

**WHEREAS**, Resolution No. 2024-034 adopted by the Governing Body made certain findings relating to the need for financial incentives relating to the construction of quality housing within the City, declared it advisable to establish a reinvestment housing incentive district pursuant to the Act, and authorized the submission of such Resolution and the Analysis to the Kansas Department of Commerce in accordance with the Act; and

**WHEREAS**, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated December 5, 2024, authorized the City to proceed with the establishment of a reinvestment housing incentive district pursuant to the Act; and

**WHEREAS**, the City has caused to be prepared a plan (the “Plan”) for the development or redevelopment of housing and public facilities in the proposed Tallgrass Phase 4 Reinvestment Housing Incentive District (the “District”) in accordance with the provisions of the Act; and

**WHEREAS**, the Plan includes:

1. The legal description and map required by K.S.A. 12-5244(a).
2. The existing assessed valuation of the real estate in the proposed District listing the land and improvement value separately.
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District.
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof.
5. A listing of the names, addresses, and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District.
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District.
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, which shows the public benefit derived from the District will exceed the costs and that the income therefrom, together with all public and private sources of funding, will be sufficient to pay for the public improvements that may be undertaken in the District.

**WHEREAS**, the Governing Body of the City has heretofore adopted Resolution No. 2025-002, which made a finding that the City is considering establishing the proposed District and adopting the proposed Plan pursuant to the Act, set forth the boundaries of the proposed District, provided a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for May 8, 2025, and provided for notice of such public hearing as provided in the Act; and

**WHEREAS**, a public hearing was held on May 8, 2025, after notice was duly published and delivered in accordance with the provisions of the Act; and

**WHEREAS**, upon and considering the information and public comments received at the public hearing, the Governing Body of the City hereby deems it advisable to make certain findings to establish the proposed District and to adopt the proposed Plan.

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

**Section 1. Findings.** The Governing Body hereby finds that notice of the public hearing conducted May 8, 2025, was duly made in accordance with the provisions of the Act.

**Section 2. Creation of Reinvestment Housing Incentive District.** A Reinvestment Housing Incentive District is hereby created within the City in accordance with the provisions of the Act, which shall consist of the following described real property:

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

Commencing at the Southwest Comer of the Northeast Quarter Section 35, Township 13 South, Range 18 West; Thence on a bearing of North 00 degrees 04 minutes 15 seconds East along the West line of the Northeast Quarter of said Section 35 a distance of 1132.64 feet to the Point of Beginning; Thence continuing North 00 degrees 04 minutes 15 seconds East along the West line of said Northeast Quarter a distance of 1421.89 feet to a point on

the South Right-of-Way of Interstate 70; Thence North 89 degrees 41 minutes 07 seconds East along the said South Right-of-Way of Interstate 70 a distance of 206.90 feet; Thence continuing along the said South Right-of-Way of Interstate 70 a bearing of South 60 degrees 27 minutes 28 seconds East a distance of 762.34 feet; Thence South 00 degrees 14 minutes 22 seconds West a distance of 1197.26 feet; Thence North 89 degrees 55 minutes 45 seconds West a distance of 506.17 feet; Thence North 00 degrees 04 minutes 15 seconds East a distance of 1.73 feet; Thence North 89 degrees 55 minutes 45 seconds West a distance of 123.00 feet; Thence North 00 degrees 04 minutes 15 seconds East a distance of 146.27 feet; Thence on a non-tangent curve to the West, having a chord bearing of North 86 degrees 26 minutes 31 seconds West, a chord distance of 17.03 feet, a radius of 140.00 feet, and an arc length of 17.04 feet; Thence North 89 degrees 55 minutes 45 seconds West a distance of 220.90 feet to the Point of Beginning.

Said Tract contains 27.697 acres more or less and is subject to any easements or rights-of-way of record.

Together with all public rights of way adjacent thereto

The District's boundaries do not contain any property not referenced in Resolution No. 2025-002, which provided notice of the public hearing on the creation of the District and adoption of the Plan.

**Section 3. Approval of Development Plan and Development Agreement.** The Plan for the development or redevelopment of housing and public facilities in the District, as presented to the Governing Body this date, is hereby approved.

In addition, the City has negotiated a development agreement (the "Development Agreement") between the City and Heart of America Development Corporation (the "Developer"), relating to the Tallgrass Phase 4 Reinvestment Housing Incentive District, the development thereof, and the construction and payment of improvements related thereto. The Development Agreement is hereby approved in substantially the form presented to the Governing Body, with such changes or modifications as may be approved by the City Manager and as may be approved as to form by the City Attorney. The Mayor is hereby authorized to execute the Development Agreement and such other documents as may be necessary to implement the intent of this Resolution and the Development Agreement, as may be approved by the City Manager and as may be approved as to form by the City Attorney, by and on behalf of the City and the City Clerk is hereby authorized to attest such signature

**Section 4. Adverse Effect on Other Governmental Units.** If, within 30 days following the conclusion of the public hearing on May 8, 2025, any of the following occurs, the Governing Body shall take action to repeal this Ordinance:

(a) The Board of Education of Unified School District No. 489, Ellis County, Kansas (Hays) determines by resolution that the District will have an adverse effect on such school district; or

(b) The Board of County Commissioners of Ellis County, Kansas, determines by resolution that the District will have an adverse effect on such county.

As of this date, the City has not received a copy of any such resolution and is not aware of the adoption of any such resolution by the governing body of either Unified School District No. 489, Ellis County, Kansas (Hays) or of Ellis County, Kansas.

**Section 5. Further Action.** The Mayor, City Clerk, city officials and employees, including the City Attorney, and Gilmore & Bell, P.C., are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

**Section 6. Effective Date.** This Ordinance shall be effective upon its passage by the Governing Body and publication one time in the official City news outlet.

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**PASSED** by the Governing Body of the City of Hays, Kansas, and **SIGNED** by the Mayor on May 8, 2025.

(SEAL)

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SANDY JACOBS  
Mayor

ATTEST:

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JAMI BREIT  
City Clerk

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## **CERTIFICATE**

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that the Ordinance was passed on May 8, 2025; that the record of the final vote on its passage is found on page \_\_\_\_ of journal \_\_\_\_; and that it was published in the official City news outlet on May 9, 2025.

DATED: May 9, 2025.

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JAMI BREIT  
City Clerk





**CITY OF  
Hays**

**City Commission Meeting  
AGENDA ITEM COVER SHEET**

**COMMISSION AGENDA ITEM NO. 7**

**MEETING DATE: 5-8-2025**

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**TOPIC:**

Property Abatement for 3404 Vine St.

**ACTION REQUESTED:**

Approve Resolution 2025-004 allowing for the abatement and demolition of the structure located on the property at 3404 Vine St. ten (10) days after the approval date.

**NARRATIVE:**

The Planning & Development Division requests approval of a resolution to address unsafe structures at 3404 Vine St., which violate the International Property Maintenance Code (IPMC). Despite formal notification, including a certified letter on November 6, 2024, the owner has taken no known corrective action. The resolution grants a timeframe for repairs, after which the City may proceed with abatement including demolition. Abatement costs will be billed to the owner and assessed to the tax rolls if unpaid. If approved, Staff will solicit contractor proposals for demolition and cleanup. Staff recommends approving the resolution allowing the vacated and dilapidated structure at 3404 Vine St. to be abated and demolished by the City.

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

Jesse Rohr, Director of Public Works

**ADMINISTRATION RECOMMENDATION:**

Staff recommends approving the Resolution allowing for the abatement and demolition of the structure at 3404 Vine St.

**ATTACHMENTS:**

Staff Memo  
Visuals  
Case Letters  
Resolution



## City Commission Work Session

### Agenda Memo

**From:** Curtis W. Deines, Planning & Development Superintendent

**Work Session:** May 1, 2025

**Subject:** Property Abatement for 3404 Vine Street

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

#### Summary

The Planning & Development Division requests approval of a resolution to address unsafe structures at 3404 Vine St., which violate the International Property Maintenance Code (IPMC). Despite formal notification, including a certified letter on November 6, 2024, the owner has taken no known corrective action. The resolution grants a timeframe for repairs, after which the City may proceed with abatement including demolition. Abatement costs will be billed to the owner and assessed to the tax rolls if unpaid. If approved, Staff will solicit contractor proposals for demolition and cleanup. Staff recommends approving the resolution allowing the vacated and dilapidated structure at 3404 Vine St. to be abated and demolished by the City.

#### Background

The property at 3404 Vine St. is owned by HKHR Hospitality Inc. This property is more commonly known as the Rodeway Inn Motel. The Kansas Fire Marshal required the motel to close after performing several inspections in 2024 until required corrections were made. After the structures were not brought into compliance, the Kansas Fire Marshal ordered a cease-and-desist order for the motel. On October 5, 2024, the Kansas Fire Marshal's office was notified by the owner that the motel was closed.

The formal abatement process with the City of Hays was started with a letter dated October 16, 2024, which was posted to the structure and sent certified to HKHR Hospitality Inc. The certified letter was returned to City Staff as unclaimed, and their forwarding address was no longer valid. On November 6, 2024, the certified letter was hand delivered to the manager of the property. To date, no action has been taken by the owner of the property since receiving the formal abatement letter.

## **Discussion**

The Planning & Development Division is requesting approval of a resolution to abate violations of the International Property Maintenance Code, as adopted by the City per Ordinance Sec. 11-165, for the dangerous structures located at 3404 Vine St.

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

After a certified notice was returned as undeliverable, the notice was hand delivered to the property manager on November 6, 2024. To date, there has been no response or corrective action from the property owner to bring the structure into compliance. Given the lack of remediation efforts, Staff is proceeding with the necessary steps for abatement and demolition.

The proposed resolution would grant the owner 90 days to obtain a contractor to demolish all the structures on the property. If the owner fails to take appropriate action within the specified timeframe, the resolution will authorize the City to engage a contractor to proceed with demolition.

## **Legal Consideration**

The City is required to follow procedures established by the Ordinances cited in the discussion. Assuming the procedures were followed, the City of Hays can continue with the process to remove nuisance items from the property.

## **Financial Consideration**

Any costs associated with and incurred by the City for the abatement and demolition will be billed to the property owner. If not paid, an assessment will be placed on the tax rolls.

## **Options**

The City Commission has the following options:

- Approve the Resolution allowing for the structure to be demolished
- Do not approve the Resolution
- Provide Staff other direction

## **Recommendation**

Staff recommends approving the Resolution allowing for the abatement and demolition of the structure at 3404 Vine St.

## **Action Requested**

Approve a Resolution allowing for the abatement and demolition of the structure located on the property at 3404 Vine St. ten (10) days after the approval date.

## **Supporting Documentation**

Visuals  
Case Letters  
Resolution

4/28/2025



4/28/2025

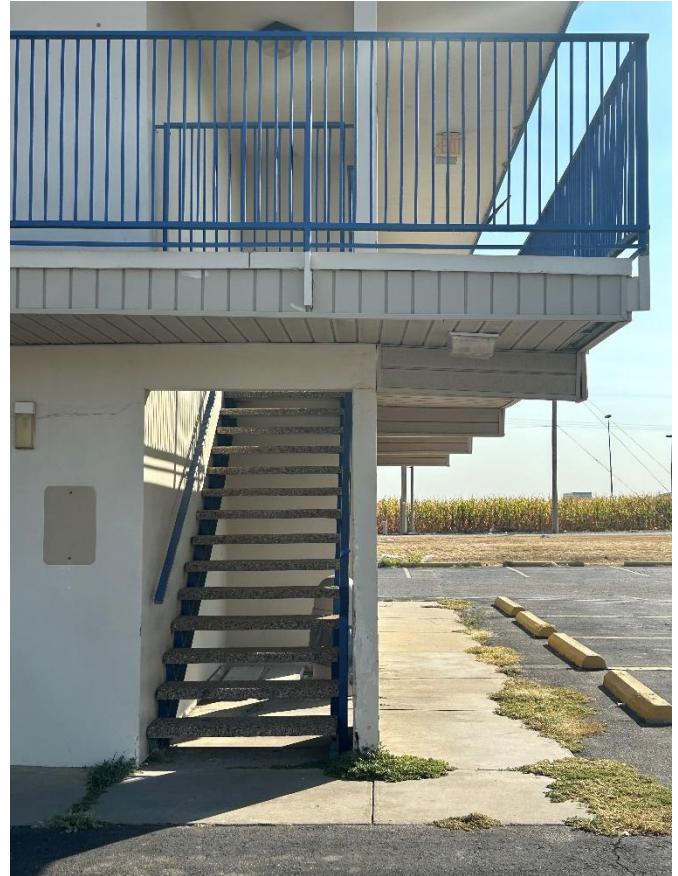




3/13/2025



10/8/2024



10/8/2024



## Posted Notice





**DIRECTOR**  
JESSE ROHR, CPM

**SERVICE DIVISION**  
DONALD STEJSKAL, SUPERINTENDENT

**SOLID WASTE DIVISION**  
MARVIN HONAS, SUPERINTENDENT

**PLANNING & DEVELOPMENT**  
CURTIS DEINES, SUPERINTENDENT

**STORMWATER DIVISION**  
JOE BILLINGER, SUPERINTENDENT

October 16, 2024

HKHR Hospitality Inc  
3404 Vine St  
Hays, KS 67601

RE: Rodeway Inn, 3404 Vine St.  
Hays, KS 67601

**VIA CERTIFIED MAIL:**

Dear Property Owner:

On Tuesday, October 8, 2024, a visual inspection of the structure at the property 3404 Vine Street was completed by City of Hays Inspectors. The inspection showed that the structure is unsafe due to lack of property maintenance. The conditions below are in violation of the 2015 International Property Maintenance Code. On August 21, 2024 Kaw Valley Engineering conducted a technical site investigation confirming the violations listed below:

1. Dangerous Structures (Section 108.1.5 #2 & #6, & 7)
  - a. #2 – The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
  - b. #6 – The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.
  - c. #7 – The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

It is hereby ordered that the structures must be demolished and removed or otherwise remedied within 90 days (January 13, 2025) of receipt of this certified letter. All permits must be obtained before any demolition or other remedy begins.

You have the right to appeal this notice and order by filing a written appeal with the City of Hays Commission. The appeal must be filed within twenty (20) days after the day this notice is served upon you. The appeal shall be based on a claim that the true intent of the code or the rules legally adopted there under have been incorrectly interpreted, the provisions of the code do not fully apply, or the requirements of the code are adequately satisfied by other means.

If you fail to demolish and remove or otherwise remedy the conditions of the structure, the City of Hays will cause the structures to be demolished and removed, either by the City of Hays or its

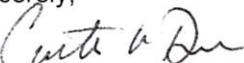


<b>DIRECTOR</b> JESSE ROHR, CPM	<b>SERVICE DIVISION</b> DONALD STEJSKAL, SUPERINTENDENT
	<b>SOLID WASTE DIVISION</b> MARVIN HONAS, SUPERINTENDENT
	<b>PLANNING &amp; DEVELOPMENT</b> CURTIS DEINES, SUPERINTENDENT
	<b>STORMWATER DIVISION</b> JOE BILLINGER, SUPERINTENDENT

authorized agents, and costs of such demolition or removal shall be charged against the real estate upon which the structures are located.

Please feel free to contact me to discuss this matter further at (785) 628-7310.

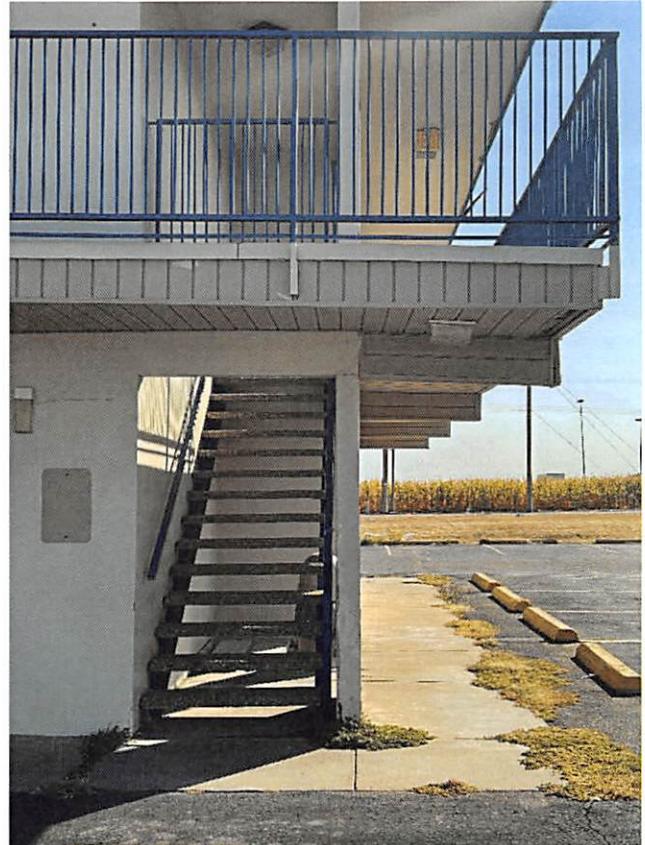
Sincerely,

  
Curtis W. Deines  
Superintendent  
Planning & Development Division

Attachment:  
Pictures  
Engineers Report

Cc:      City Attorney  
          City Manager

Exterior walk ways for required egress are failing and not structurally sound







File# EL44H13

**KAW VALLEY ENGINEERING, INC.**

Office: 785.762.5040  
Fax: 785.762.7744  
Web: [www.kveng.com](http://www.kveng.com)  
Address: 2319 N. Jackson  
P.O. Box 1304  
Junction City, KS 66441

August 21, 2024  
A24D2036

Elinda Mages  
Rodeway Inn DBA Tiger Hospitality  
3404 Vine Street  
Hays, Kansas 67601

**RE: Structural Inspection  
3404 Vine St, Hays KS**

Dear Elinda Mages,

Pursuant to your request, on August 20, 2024, Kaw Valley Engineering, Inc. (KVE) conducted a technical site investigation at the above referenced location. The purpose of this investigation was to evaluate and document the findings associated with the 2<sup>nd</sup> story walkway associated with building 2, review available information, and determine the structural integrity and overall condition of the walkway at the time of the investigation. It should be noted that the investigation performed was a general cursory overview of the structure and not an exhaustive investigation. Therefore, the findings noted within this report should not be construed as all inclusive, but more so a representation of structural conditions observed. All images referenced are in the attached Photo Appendix.

### **BACKGROUND INFORMATION**

This building was constructed in 1974. The balcony walkways consist of 2" concrete over plywood sheathing and cantilevered 2x8 wood joists. For the purposes of this report, it is assumed that the front of the building faces north. The inspection performed was limited to the 2<sup>nd</sup> story walkways associated with Building 2. Barriers prohibiting direct traversal of the indicated walkways were present at the time of the inspection. The 2015 International Building Code (IBC) was used as a reference to determine code compliance of the observed structure.

### **OBSERVATIONS/FINDINGS**

#### **Walkway Deck**

The walkway deck was observed to be constructed of 2" concrete over plywood sheathing. Cracks within the concrete were observed in several locations. (see **Images 5-6, 12-15, 26**).

The sealant within the concrete joints was observed to have deteriorated in several areas. (see **Images 7-9**).

#### **Walkway Support Framing**

Temporary wood framed supports were observed beneath walkway transitions to the buildings adjacent to building 2. (see **Image 16**).

The existing walkway support framing was observed to consist of cantilevered 2x8 wood floor joists installed 16" on center (o.c.). (see **Images 17-21**).

Steel columns were observed at the east ends of the walkways serving Building 2. (see **Images 3-4, 10-11**).

Moisture stains and rot were observed throughout the wood framed walkways associated with building 2. (see **Images 17-20**).

A section of the plywood sheathing at the northeast corner of the Building 2 walkways was observed to have deteriorated enough to expose the bottom of the concrete above. (see **Image 22**).

The southeast steel column support was observed to have rusted at its top. (see **Image 23**).

Rusting of the guardrail steel connections to the walkway's wood framing was observed. (see **Image 24**).

Concrete spall was observed on the exterior edges of the walkway's concrete. (see **Images 25-26**).

A vertical crack within the stucco finish of the northeast corner of building 2 was observed. (see **Image 30**).

## **Steel Staircases**

The steel framing of the staircases serving building 2 were observed to have deteriorated to the point of rusting through the webs. (see **Images 27-29**).

## **DISCUSSION**

### **Walkway Deck**

The walkway deck was observed to consist of 2" concrete over plywood sheathing. The majority of the concrete appeared to be approximately 4'-0" x 4'-0" squares. The joints within the concrete should be sealed to prevent moisture infiltrating to the wood framing beneath. The joints appeared to have been sealed previously, however the sealant was observed to have cracked or otherwise deteriorated. Insufficient joint sealant allows water to saturate the wood framing below. The plywood sheathing below the concrete was observed to have deteriorated due to the water that was able to infiltrate through the concrete joints.

A couple of areas of corner cracks within the concrete were observed. These cracks are most likely due to a combination of the plywood sheathing having deteriorated and excessive deflection of the ends of the wood support joists.

When sealed properly, concrete is an effective moisture barrier. However, maintaining sealants at the joints and any cracks that may form requires consistent monitoring and maintenance. The concrete that has cracked should be removed and replaced. In order to protect the framing below

from moisture related damage, all joints within the concrete should have a sealant installed and routine maintenance performed.

### **Wood Framing**

The support structure of the walkways was observed to be wood framing. The wood framing appeared to consist of 2x8 floor joists at 16" o.c. and cantilevered approximately 4'-0" from the face of the building. A perimeter joist was observed attached to the ends of the cantilevered joists. The guardrail to the walkways appeared to be anchored to the perimeter beam.

An analysis of the existing wood framing support structure was performed to determine code compliance with the IBC. Table 1607.1 of the IBC indicates minimum live load requirements based on the intended use of the structure. As defined by the IBC, live loads are “a load produced by the use and occupancy of the building or other structure that does not include construction or environmental loads...”. As a walkway serving 2<sup>nd</sup> story rooms, and the only means of egress from the associated rooms, the IBC indicates that the structure is to be constructed to support a minimum live load of 100 pounds per square foot (psf). Additionally, the dead loads of the structure must be considered. As defined by the IBC, dead loads are “The weight of materials of construction incorporated into the building, including but not limited to walls, floors, roofs, ceilings, stairways, built-in partitions, finishes, cladding and other similarly incorporated architectural and structural items....” A 2x8 wood joist spaced 16" o.c. and cantilevered 4'-0" failed flexural analysis under loads as previously stated. This means that the structural framing, based on observations, is insufficient to support the code required loads. Reinforcement of the existing structure will need to be performed.

Many different options for reinforcement of the wood framing can be considered. However, the most viable option would be installing post and beam supports along the outermost edge of the walkways, thereby converting the cantilevered system to a simply supported beam system. Analysis of a simply supported beam condition over the 4'-0" width of the walkways with the observed joist spacing was performed, and the 2x8's, with the additional end support, would be sufficient to support the required loads per the IBC.

Deterioration of the existing wood framing was observed throughout the structure. The deterioration appeared to have been caused by exposure to moisture. Some of the wood appeared to have succumbed to dry rot. Dry rot is a form of fungal decay brought about by Serpula Lacrymans spores contacting wood that has a moisture content exceeding 20%. Other areas appeared to be stained with moisture and had become soft. All of the deteriorated wood will need to be removed and replaced. The wood elements of the structure should also be treated to prevent subsequent damage due to moisture.

If the deck covering the wood framing members is sealed properly the wood should remain dry enough to not propagate dry rot nor deteriorate due to other effects of elevated moisture.

### **Steel Staircase and Guardrails**

The steel supports of the staircases serving the 2<sup>nd</sup> story of Building 2 were observed to have rusted through in places. Holes have developed within the webs of the steel stringers. Such deterioration results in a significant loss of shear strength. The deteriorated steel should be removed and replaced to ensure the structural integrity of the staircases.

The existing guardrails appeared to have deteriorated due to rust at several connection locations. Deteriorated portions of the guardrails should be removed and replaced. All repairs should be performed in manner to maintain code compliance.

### **CONCLUSIONS/RECOMMENDATIONS**

In conclusion, it is the opinion of KVE that the existing 2<sup>nd</sup> story walkway connected to Building 2 is insufficient to support code required loads. Several areas of the structure were observed to have deteriorated and require replacement. These areas include but may not be limited to the steel supports of the staircases serving Building 2, the steel post at the southeast corner of the building 2 2<sup>nd</sup> story walkway, and the areas of the wood framing that have been damaged. Damage may exist within other areas that were inaccessible or hidden from view at the time of the inspection.

Considering the observed joist damage and the nature of the cantilevered framing system, the most viable repair option would be to support the outermost edge of the walkway with a post and beam system. There are multiple repair options to consider, however the exact design methodology is outside the scope of services of this inspection report. It should be noted that due to the life safety aspects of egresses a qualified architect should be employed to ensure compliance with all current life safety codes.

In order to perform the needed repairs, demolition of portions of the existing structure surrounding the damaged areas will be required. During the demolition process additional damages may be uncovered that was inaccessible or hidden from view during the time of the inspection referenced by this report. All damaged areas of the walkways should be repaired. If damage is found to have penetrated the building envelope, remediation to the damaged areas of the interior of the building will be required. A demolition plan should be created for the purpose of providing direction for means and method of life safety and maintaining the structural integrity of the building to remain. The development of such a plan is outside the scope of this inspection report.

Should you have any questions or comments regarding this inspection report, please feel free to contact me at 785-762-5040.

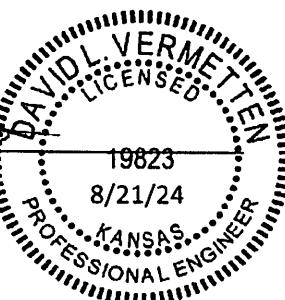
Sincerely,

*Brian Johnson*

Brian Johnson, E.I.T

*David Vermetten*

David Vermetten, P.E.  
Project Manager



Attachment: Photo Appendix

**DISCLAIMER:**

It should be noted that the above signed conducted a visual inspection only for the sole purpose of providing an opinion as to the listed structural conditions of the structure. No attempt was made to examine any portion of the footings or structural elements of the building that were inaccessible or hidden from view. Therefore, the comments and recommendations are based on the limited information within the confines of the scope of this inspection. This report should not be construed as to imply that deficiencies, defects, and/or abnormalities not previously stated herein do not exist or might not occur at a later date. This report and inspection do not constitute a guarantee or warranty of the structure, but rather a professional opinion based on visual inspection and experienced judgment to the effect of conditions found on the structure only. Neither does it constitute or imply notice or comment on any items of concern not specifically discussed herein. Any knowledge of problems or other concerns not addressed herein should be noted to the above signed.

DL V:bcj

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Tracking Number:

Remove X

**9489009000276511973792**

[Copy](#)

[!\[\]\(27ee74aed9c624e0a58978ac7c1e6560\_img.jpg\) Add to Informed Delivery](#)

### Latest Update

Your item was returned to the sender at 10:30 am on November 7, 2024 in HAYS, KS 67601 because the forwarding order for this address is no longer valid.

Get More Out of USPS Tracking:

 [USPS Tracking Plus®](#)

### Alert

#### Forward Expired

HAYS, KS 67601  
November 7, 2024, 10:30 am

#### Unclaimed/Being Returned to Sender

HAYS, KS 67601  
November 4, 2024, 5:05 pm

#### Redelivery Scheduled for Next Business Day

HAYS, KS 67601  
October 18, 2024, 11:18 am

#### Arrived at USPS Regional Origin Facility

WICHITA KS DISTRIBUTION CENTER  
October 16, 2024, 11:37 pm

#### USPS in possession of item

HAYS, KS 67601  
October 16, 2024, 3:45 pm

[Hide Tracking History](#)

USPS returned the certified letter to City Staff. City Staff then hand delivered the letter to the Roadway Inn manager on November 6th, 2024

## **BEFORE THE KANSAS STATE FIRE MARSHAL**

**In the Matter of:**

**Roadway Inn**

**Case No. EL44H13**

### **ORDER TO CEASE AND DESIST**

Pursuant to K.S.A. § 31-139, the Kansas State Fire Marshal hereby makes the following findings of fact, conclusions of law, and orders.

#### **Findings of Fact**

1. Roadway Inn is a lodging establishment located at 3404 N. Vine Street, Hays, Kansas 67601.
2. On July 25, 2024, the Office of the Kansas State Fire Marshal (KSFM) received a complaint from the Hays Fire Department, which stated as follows:
  - a. The walkway around the 2<sup>nd</sup> (middle building) has become an unsafe condition for occupants to use safely.
  - b. The 2<sup>nd</sup> floor cannot be occupied until repairs of the walkway have been made.
  - c. Building 3's second floor west-facing rooms will need to have the walkway shored on the southwest corner to continue safe egressing.
  - d. Building 1 had shoring installed by the fire department to continue safe egressing temporarily.
  - e. The structural actions done are not a permanent fix; a structural engineer will need to review the condition of the walkway and provide recommendations for repairs.
3. Thereafter, on July 25, 2024, KSFM conducted a complaint-specific inspection of the above premises and substantiated the above complaint. KSFM issued a violation notice, which is incorporated herein, wherein the KSFM inspector found the following:
  - a. The floating walkway of the middle building's second floor shows substantial signs of instability. The connection between the front and middle building is supported by a wood brace. Several sections sag down. The railing on the north side is extremely loose and unsafe.
  - b. The 2<sup>nd</sup> floor of the middle building has been closed off and the rooms on the 1<sup>st</sup> floor of north side of the middle building should be vacated.
  - c. KSFM agrees with the local fire department that an inspection by a structural engineer is needed.

4. On August 7<sup>th</sup>, 2024, KSFM performed a follow up inspection at the premises and found additional Code violations. KSFM issued another violation notice of these Code violations, which is incorporated herein, wherein the KSFM inspector found the following:
- a. The conditions outlined from the inspection conducted on 07/24/24 appear to be worsening. The walk way located on the 2nd floor of building 2 both the north and south sides of the building show signs of worsening deterioration.
  - b. The floating walkway of the middle building 2nd floor is showing substantial signs of instability. The connection between the front and middle building is supported by a wood brace. Several sections are sagging down and the railing on the north side is extremely loose and unsafe. The 2<sup>nd</sup> floor of the middle building has been closed off and the rooms on the 1<sup>st</sup> floor of north side of the middle building should be vacated.
  - c. The boiler certificates are past due. Last documented inspection for boiler certificates shows a date of 2020.
  - d. There is an extension cord being used as permanent wiring for electrical devices located in the stock room boiler room.
  - e. The breaker panel located in the electrical room has open breaker slots that do not have a breaker cover or breakers installed.  
The breaker panels located in the stock room are being obstructed by combustibles.
  - f. The electrical outlet located in the laundry room under the HVAC unit is missing the cover plate with exposed wiring and is not secured to the wall. The outlet located within 3 feet of the sink of the laundry room is not a GFCI protected outlet.
  - g. There is no documentation available of the monthly testing being completed for the smoke detectors for the facility at time of inspection.  
The smoke detector for room 128 is missing/ not installed at time of inspection.  
The smoke detector for room 127 is missing/ not installed at time of inspection.  
The smoke detector for room 231 did not function when tested.  
The smoke detector for room 218 did not function when tested.

#### Applicable Statutes, Rules, and Regulations

1. K.S.A. 31-133, *et seq.* establishes the Kansas Fire Prevention Code. These laws direct the State Fire Marshal to “adopt reasonable rules and regulations . . . for the safeguarding of life and property from fire, explosion and hazardous materials” and deems those regulations as part of the Kansas Fire Prevention Code. K.S.A. 31-133(b).
2. Such rules and regulations apply to “the construction, maintenance and regulation of exits and fire escapes from buildings and all other places in which people work, live or congregate from time to time for any purpose.” K.S.A. § 31-133(a)(3).
3. K.A.R. 22-1-3 adopts the International Fire Code (IFC), 2006 Edition, which applies to buildings or structures, or a portion thereof, used for the gathering of persons, specifically IFC Chapter 10, which includes requirements for means of egress.

4. The following provisions of the Kansas Fire Prevention Code pertain to the above observed violations:
  - a. IFC 1007.1 – Accessible Means of Egress.
  - b. IFC 605.5 – Extension Cords.
  - c. IFC 605.3 – Panel.
  - d. IFC 605.6 – Junction Box.
  - e. IFC 901.6 – Systems Maintained.
  - f. IFC 1011.1 & 1006.1 – Exit Signs.
  - g. IFC 1027.5 – Emergency Lighting.
  - h. IFC 906.5 – Fire Extinguishers.
  - i. IFC 703.1 – Fire Resistance Rated Construction.
5. K.S.A. § 44-942(b) requires current boiler certificate, no more than 18 months beyond expiration date, shall be posted in the premises.
6. Pursuant to K.S.A. § 31-139, the State Fire Marshal may issue an order to cease and desist violations of the Kansas Fire Prevention Code.
7. K.S.A. § 31-150a and K.S.A. § 31-159 gives the State Fire Marshal authority to, in addition to any other penalty provided by law, impose a civil penalty not to exceed \$1,000 per violation for each day of violation of any of the provisions of this Act, any rule or regulation promulgated under the authority of this Act, or any lawful Order issued by the Fire Marshal.

#### Conclusions of Law

1. Based on the above findings of fact and statements of law, the State Fire Marshal concludes that Roadway Inn does not meet the standards of the Kansas Fire Prevention Code.
2. Based on the above findings of fact and statements of law, Roadway Inn violated the above-enumerated section of the Kansas Fire Prevention Code, as follows:
  - a. Roadway Inn violated IFC 1007.1 (Accessible means of egress) in the following manners:
    - i. The floating walkway of the middle building's second floor shows substantial signs of instability.
    - ii. The connection between the front and middle building is supported by a wood brace. Several sections sag down.
    - iii. The railing on the north side is extremely loose and unsafe.
    - iv. The conditions observed on July 22, 2024, appear to be worsening:
      1. The walkway located on the 2<sup>nd</sup> floor of building 2 both the north and south sides of the building show signs of worsening deterioration.
      2. The floating walkway of the middle building 2<sup>nd</sup> floor is showing substantial signs of instability.

3. The connection between the front and middle building is supported by a wood brace. Several sections are sagging down and the railing on the north side is extremely loose and unsafe.
    4. The 2<sup>nd</sup> floor of the middle building has been closed off and the rooms on the 1<sup>st</sup> floor of north side of the middle building should be vacated.
  - b. Roadway Inn violated IFC 605.5 (Extension Cords) by extension cord as permanent wiring for electrical devices located in the stockroom boiler room.
  - c. Roadway Inn violated IFC 605.3 (Panel) by the breaker panel located in the electrical room having open breaker slots that do not have a breaker cover or Breakers installed. The breaker panel is located in the stockroom we're being obstructed by combustibles.
  - d. Roadway Inn violated IFC 605.6 (Junction Box) by containing an electrical outlet, located in the laundry room, under an HVAC unit that is missing the cover plate with exposed wiring and not secured to the wall. The outlet located within 3 feet of the sink of the laundry room is not a GFCI protected outlet.
  - e. Roadway Inn violated IFC 901.6 (Systems Maintained) by failing to document monthly testing of smoke detectors for the facility at the time of inspection. Additionally:
    - i. The smoke detector for Room 128 was missing or not installed at the time of the inspection.
    - ii. The smoke detector from Room 127 is missing or not installed at the time of inspection.
    - iii. The smoke detector from Room 231 did not function when tested.
    - iv. The smoke detector from Room 218 did not function when tested.
  - f. Roadway Inn violated IFC 1011.1 & 1006.1 (Exit Signs) by failing to provide documentation of testing for the exit signs in the facility.
  - g. Roadway Inn violated IFC 1027.5 (Emergency Lighting) by failing to provide documentation of the monthly 30-second testing of the emergency lights. Also, by failing to document the annual 90-minute testing for the emergency lights.
  - h. Roadway Inn violated IFC 906.5 (Fire Extinguishers) by failing to document the monthly visual inspections of portable fire extinguishers.
  - i. Roadway Inn violated IFC 703.1 (Fire Resistance Rated Construction) by containing a damaged ceiling (missing sheetrock), located in the storage room east of Room 110, which exposes wood cross beams and insulations above the entrance door.
  - j. Roadway Inn violated K.S.A. § 44-924(b) by failing to keep its boiler certificates current and failing to inspect its boiler(s) since 2020.
3. Based on the above findings of fact and statements of law, conditions on the second floor of Roadway Inn's middle building pose an immediate danger to life and property from the risk of fire. Additionally, the conditions in the north-facing, first-floor rooms of the middle building pose an immediate danger to life and property from the risk of fire.
  4. Based on the above findings of fact, and statements of law, fines of up to \$1,000.00 may be assessed against Roadway Inn for each day it violates either the Kansas Fire this Cease-and-Desist Order.

## **ORDER**

**WHEREFORE**, the Kansas State Fire Marshal Orders as follows:

1. Roadway Inn shall immediately cease and desist operating all rooms on the entire premises until a structural engineer's report has been provided and all other violations have been corrected.
2. Roadway Inn shall abate the above-referenced violations of the Kansas Fire Prevention Code.
3. Roadway Inn shall obtain a structural engineer's report of recommended repairs and must provide a copy of it to the Kansas State Fire Marshal's office as part of the abatement of the above violations.
4. Roadway Inn shall not resume operating the above-referenced rooms until it abates the violations of the Kansas Fire Prevention Code found herein, and a follow-up inspection has been conducted by the Kansas State Fire Marshal's office.

A violation of this Order may result in additional civil fines, criminal prosecution, or any other remedy authorized by law.

**IT IS SO ORDERED** this 9<sup>th</sup> day of August 2024.



---

Mark Engholm  
Kansas State Fire Marshal

Notice of Administrative Relief

You have the right to request a hearing as provided in K.S.A. § 31-140. The written request shall be mailed or personally delivered within 15 days of the service of this order to: Mark Engholm, Kansas State Fire Marshal, 800 S.W. Jackson St., Suite 104, Topeka, KS 66612. Unless a stay of this Order is requested and approved by the State Fire Marshal, the filing of a request for a hearing shall not stay the effect of an order to cease and desist.

CERTIFICATE OF SERVICE

I hereby certify that on 9<sup>th</sup> August 2024, I served a copy of the above Order to Cease and Desist upon:

Roadway Inn, Manager  
3404 N. Vine Street  
Hays, Kansas 67601

and did so by:  certified mail;  first-class mail; or  personal delivery.

---

(Name and Title)



File# EL44H13

**KAW VALLEY ENGINEERING, INC.**

**Office:** 785.762.5040  
**Fax:** 785.762.7744  
**Web:** [www.kveng.com](http://www.kveng.com)  
**Address:** 2319 N. Jackson  
P.O. Box 1304  
Junction City, KS 66441

August 21, 2024  
A24D2036

Elinda Mages  
Rodeway Inn DBA Tiger Hospitality  
3404 Vine Street  
Hays, Kansas 67601

**RE: Structural Inspection  
3404 Vine St, Hays KS**

Dear Elinda Mages,

Pursuant to your request, on August 20, 2024, Kaw Valley Engineering, Inc. (KVE) conducted a technical site investigation at the above referenced location. The purpose of this investigation was to evaluate and document the findings associated with the 2<sup>nd</sup> story walkway associated with building 2, review available information, and determine the structural integrity and overall condition of the walkway at the time of the investigation. It should be noted that the investigation performed was a general cursory overview of the structure and not an exhaustive investigation. Therefore, the findings noted within this report should not be construed as all inclusive, but more so a representation of structural conditions observed. All images referenced are in the attached Photo Appendix.

### **BACKGROUND INFORMATION**

This building was constructed in 1974. The balcony walkways consist of 2" concrete over plywood sheathing and cantilevered 2x8 wood joists. For the purposes of this report, it is assumed that the front of the building faces north. The inspection performed was limited to the 2<sup>nd</sup> story walkways associated with Building 2. Barriers prohibiting direct traversal of the indicated walkways were present at the time of the inspection. The 2015 International Building Code (IBC) was used as a reference to determine code compliance of the observed structure.

### **OBSERVATIONS/FINDINGS**

#### **Walkway Deck**

The walkway deck was observed to be constructed of 2" concrete over plywood sheathing. Cracks within the concrete were observed in several locations. (see **Images 5-6, 12-15, 26**).

The sealant within the concrete joints was observed to have deteriorated in several areas. (see **Images 7-9**).

#### **Walkway Support Framing**

Temporary wood framed supports were observed beneath walkway transitions to the buildings adjacent to building 2. (see **Image 16**).

The existing walkway support framing was observed to consist of cantilevered 2x8 wood floor joists installed 16" on center (o.c.). (see **Images 17-21**).

Steel columns were observed at the east ends of the walkways serving Building 2. (see **Images 3-4, 10-11**).

Moisture stains and rot were observed throughout the wood framed walkways associated with building 2. (see **Images 17-20**).

A section of the plywood sheathing at the northeast corner of the Building 2 walkways was observed to have deteriorated enough to expose the bottom of the concrete above. (see **Image 22**).

The southeast steel column support was observed to have rusted at its top. (see **Image 23**).

Rusting of the guardrail steel connections to the walkway's wood framing was observed. (see **Image 24**).

Concrete spall was observed on the exterior edges of the walkway's concrete. (see **Images 25-26**).

A vertical crack within the stucco finish of the northeast corner of building 2 was observed. (see **Image 30**).

## **Steel Staircases**

The steel framing of the staircases serving building 2 were observed to have deteriorated to the point of rusting through the webs. (see **Images 27-29**).

## **DISCUSSION**

### **Walkway Deck**

The walkway deck was observed to consist of 2" concrete over plywood sheathing. The majority of the concrete appeared to be approximately 4'-0" x 4'-0" squares. The joints within the concrete should be sealed to prevent moisture infiltrating to the wood framing beneath. The joints appeared to have been sealed previously, however the sealant was observed to have cracked or otherwise deteriorated. Insufficient joint sealant allows water to saturate the wood framing below. The plywood sheathing below the concrete was observed to have deteriorated due to the water that was able to infiltrate through the concrete joints.

A couple of areas of corner cracks within the concrete were observed. These cracks are most likely due to a combination of the plywood sheathing having deteriorated and excessive deflection of the ends of the wood support joists.

When sealed properly, concrete is an affective moisture barrier. However, maintaining sealants at the joints and any cracks that may form requires consistent monitoring and maintenance. The concrete that has cracked should be removed and replaced. In order to protect the framing below

from moisture related damage, all joints within the concrete should have a sealant installed and routine maintenance performed.

### **Wood Framing**

The support structure of the walkways was observed to be wood framing. The wood framing appeared to consist of 2x8 floor joists at 16" o.c. and cantilevered approximately 4'-0" from the face of the building. A perimeter joist was observed attached to the ends of the cantilevered joists. The guardrail to the walkways appeared to be anchored to the perimeter beam.

An analysis of the existing wood framing support structure was performed to determine code compliance with the IBC. Table 1607.1 of the IBC indicates minimum live load requirements based on the intended use of the structure. As defined by the IBC, live loads are "a load produced by the use and occupancy of the building or other structure that does not include construction or environmental loads...". As a walkway serving 2<sup>nd</sup> story rooms, and the only means of egress from the associated rooms, the IBC indicates that the structure is to be constructed to support a minimum live load of 100 pounds per square foot (psf). Additionally, the dead loads of the structure must be considered. As defined by the IBC, dead loads are "The weight of materials of construction incorporated into the building, including but not limited to walls, floors, roofs, ceilings, stairways, built-in partitions, finishes, cladding and other similarly incorporated architectural and structural items...." A 2x8 wood joist spaced 16" o.c. and cantilevered 4'-0" failed flexural analysis under loads as previously stated. This means that the structural framing, based on observations, is insufficient to support the code required loads. Reinforcement of the existing structure will need to be performed.

Many different options for reinforcement of the wood framing can be considered. However, the most viable option would be installing post and beam supports along the outermost edge of the walkways, thereby converting the cantilevered system to a simply supported beam system. Analysis of a simply supported beam condition over the 4'-0" width of the walkways with the observed joist spacing was performed, and the 2x8's, with the additional end support, would be sufficient to support the required loads per the IBC.

Deterioration of the existing wood framing was observed throughout the structure. The deterioration appeared to have been caused by exposure to moisture. Some of the wood appeared to have succumbed to dry rot. Dry rot is a form of fungal decay brought about by Serpula Lacrymans spores contacting wood that has a moisture content exceeding 20%. Other areas appeared to be stained with moisture and had become soft. All of the deteriorated wood will need to be removed and replaced. The wood elements of the structure should also be treated to prevent subsequent damage due to moisture.

If the deck covering the wood framing members is sealed properly the wood should remain dry enough to not propagate dry rot nor deteriorate due to other effects of elevated moisture.

### **Steel Staircase and Guardrails**

The steel supports of the staircases serving the 2<sup>nd</sup> story of Building 2 were observed to have rusted through in places. Holes have developed within the webs of the steel stringers. Such deterioration results in a significant loss of shear strength. The deteriorated steel should be removed and replaced to ensure the structural integrity of the staircases.

The existing guardrails appeared to have deteriorated due to rust at several connection locations. Deteriorated portions of the guardrails should be removed and replaced. All repairs should be performed in manner to maintain code compliance.

### **CONCLUSIONS/RECOMMENDATIONS**

In conclusion, it is the opinion of KVE that the existing 2<sup>nd</sup> story walkway connected to Building 2 is insufficient to support code required loads. Several areas of the structure were observed to have deteriorated and require replacement. These areas include but may not be limited to the steel supports of the staircases serving Building 2, the steel post at the southeast corner of the building 2 2<sup>nd</sup> story walkway, and the areas of the wood framing that have been damaged. Damage may exist within other areas that were inaccessible or hidden from view at the time of the inspection.

Considering the observed joist damage and the nature of the cantilevered framing system, the most viable repair option would be to support the outermost edge of the walkway with a post and beam system. There are multiple repair options to consider, however the exact design methodology is outside the scope of services of this inspection report. It should be noted that due to the life safety aspects of egresses a qualified architect should be employed to ensure compliance with all current life safety codes.

In order to perform the needed repairs, demolition of portions of the existing structure surrounding the damaged areas will be required. During the demolition process additional damages may be uncovered that was inaccessible or hidden from view during the time of the inspection referenced by this report. All damaged areas of the walkways should be repaired. If damage is found to have penetrated the building envelope, remediation to the damaged areas of the interior of the building will be required. A demolition plan should be created for the purpose of providing direction for means and method of life safety and maintaining the structural integrity of the building to remain. The development of such a plan is outside the scope of this inspection report.

Should you have any questions or comments regarding this inspection report, please feel free to contact me at 785-762-5040.

Sincerely,

*Brian Johnson*

Brian Johnson, E.I.T

*David Vermetten*  
David Vermetten, P.E.  
Project Manager



Attachment: Photo Appendix

**DISCLAIMER:**

It should be noted that the above signed conducted a visual inspection only for the sole purpose of providing an opinion as to the listed structural conditions of the structure. No attempt was made to examine any portion of the footings or structural elements of the building that were inaccessible or hidden from view. Therefore, the comments and recommendations are based on the limited information within the confines of the scope of this inspection. This report should not be construed as to imply that deficiencies, defects, and/or abnormalities not previously stated herein do not exist or might not occur at a later date. This report and inspection do not constitute a guarantee or warranty of the structure, but rather a professional opinion based on visual inspection and experienced judgment to the effect of conditions found on the structure only. Neither does it constitute or imply notice or comment on any items of concern not specifically discussed herein. Any knowledge of problems or other concerns not addressed herein should be noted to the above signed.

DLV:bej

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**RESOLUTION NO. 2025-004**

**A RESOLUTION AUTHORIZING THE CITY OF HAYS OR ITS DESIGNATED AGENT TO ABATE VIOLATIONS OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, AS ADOPTED AND ENACTED BY THE CITY OF HAYS, ON PROPERTY LOCATED AT 3404 VINE STREET, HAYS, KANSAS.**

**WHEREAS**, the City of Hays did enact Ordinance Chapter 11, Article 3, Section 11-165, adopting the International Property Maintenance Code, 2015 Edition, declaring certain matters of inadequate property maintenance a violation of City Ordinance and providing for the demolition and removal of such conditions, and further providing for the assessment of costs and penalties; and

**WHEREAS**, the City of Hays did enact Ordinance Chapter 26, Article 4, Section 26-162, to further provide for assessment of the costs of abatement or removal of nuisances upon lots or parcels of ground within the City of Hays; and

**WHEREAS**, over the course of 6 months preceding October 16, 2024, inspections of the property at 3404 Vine Street were conducted by the City of Hays, and said inspections determined the property was in violation of the 2015 International Property Maintenance Code, as adopted and enacted by the City of Hays; and

**WHEREAS**, on October 16, 2024, a notice of condemnation was posted on said property at 3404 Vine Street; and

**WHEREAS**, on October 16, 2024, a certified letter was sent to the owner of the property at 3404 Vine Street, requesting that the owner demolish, remove, or otherwise remedy the structure found on the property at 3404 Vine Street or file for an appeal within 20 days of said notice; and

**WHEREAS**, on November 6, 2024, the manager of the property at 3404 Vine Street accepted the hand delivery of the October 16, 2024, certified letter; and

**WHEREAS**, the owner of the property at 3404 Vine Street did not request a hearing within 20 days after accepting delivery of the October 16, 2024, certified letter, and as of March 24, 2025, no appeal of the notice had been filed with the City; and

**WHEREAS**, continued and ongoing inspections of the property revealed the unsafe conditions cited in the letter dated October 16, 2024, had not been removed or otherwise abated from the property; and

**WHEREAS**, the Governing Body of the City of Hays now desires that the unsafe conditions and violations found on the property at 3404 Vine Street be abated by the City and its authorized agents.

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

Section 1. That the existence of the unsafe conditions located at 3404 Vine Street are hereby found to be in violation of the 2015 International Property Maintenance Code, as adopted and enacted by the City of Hays pursuant to Ordinance Chapter 11, Article 3, Section 11-165.

Section 2. That the owner of the property located at 3404 Vine Street was given proper notice to abate the unsafe conditions located at 3404 Vine Street and has failed to abate the said conditions.

Section 3. That the City of Hays and its designated agents are hereby authorized to abate the unsafe conditions causing the violations at 3404 Vine Street at the end of ten days from the date of passage of this Resolution.

Section 4. That all costs incurred by the City and its designated agents in abating the unsafe conditions at 3404 Vine Street, including demolition, shall be charged against the property located 3404 Vine Street as provided in the 2015 International Property Maintenance Code, adopted and enacted by the City of Hays; Ordinance Chapter 26, Article 4, Section 26-162; and all other pertinent law.

PASSED by the City Commission on the 8<sup>th</sup> day of May 2025.

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Sandy Jacobs, Mayor

ATTEST:

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Jami Breit, City Clerk





## City Commission Meeting AGENDA ITEM COVER SHEET

**COMMISSION AGENDA ITEM NO. 8**

**MEETING DATE: 5-8-2025**

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**TOPIC:**

Stormwater Equipment Building – Award of Bid

**ACTION REQUESTED:**

Award the bid to QMC, Inc, and authorize the expenditure of \$292,650 from the Stormwater Reserve funds to cover the cost of construction of the Stormwater equipment building.

**NARRATIVE:**

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

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

Jesse Rohr, Director of Public Works

**ADMINISTRATION RECOMMENDATION:**

Staff recommends awarding the bid to QMC, Inc, at a cost of \$292,650 for construction of the Stormwater equipment building to be funded from the Stormwater Reserve fund.

**ATTACHMENTS:**

Staff Memo  
Budget Project Sheet



## City Commission Work Session

### Agenda Memo

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

**Work Session:** May 1, 2025

**Subject:** Stormwater Equipment Building – Award of Bid

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

#### **Summary**

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

#### **Background**

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

#### **Discussion**

Four qualified bids were opened on April 1, 2025. Bids were required to include a minimum 45' x 90' insulated steel building with concrete floor, 4-14' x 14' overhead doors with electric openers, one walk-through door, and minimal electrical and heat. A summary of the bids is listed below:

QMC Inc.	\$ 292,650.00
RDH Electric and Construction	\$ 325,600.00
PWC Inc.	\$ 327,150.00
NF Construction	\$ 596,609.00

The building as bid by the low bidder meets or exceeds all specifications. The low bidder, QMC, has completed many other private local projects, including the recently constructed MicroFactory on Commerce Parkway owned by Grow Hays.

If awarded, the low bidder anticipates a June or July start date for construction of the building.

### **Legal Consideration**

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

### **Financial Consideration**

The low bid for the building is \$292,650. The amount budgeted in 2025 is \$300,000. If the award is approved by the Commission, the project would be funded out of Stormwater Reserves, which is adequately funded to cover this expenditure.

### **Options**

The City Commission has the following options:

- Award the bid to QMC, Inc, as recommended
- Reject all bids
- Direct Staff otherwise

### **Recommendation**

Staff recommends awarding the bid to QMC, Inc, at a cost of \$292,650 for construction of the Stormwater equipment building to be funded from the Stormwater Reserve fund.

### **Action Requested**

Award the bid to QMC, Inc, and authorize the expenditure of \$292,650 of Stormwater Reserve funds to cover the cost of construction of the Stormwater equipment building.

### **Supporting Documentation**

Budget Project Sheet

## PROJECT FORM

**PROJECT:** Stormwater Division Equipment Storage Building

**FISCAL YEAR:** 2025

**FUND:** Stormwater Reserves

**DEPARTMENT:** Public Works Stormwater Division

**PROJECT DESCRIPTION:** Construction of a 45'x 80' equipment storage building to house two new tandem axle dump trucks with snowplows and de-icing equipment, Stormwater Division maintenance equipment, an 1800 gal. anti-ice sprayer, etc. The building will include a concrete floor, insulated ceilings and walls, complete electrical service, heat and sanitary sewer. The building will also include four 14'x14' overhead doors with operators, and one 3' entry door.

### **LOCATION & AREA MAP:**



**NEED, JUSTIFICATION, BENEFIT:** The numerous pieces of equipment and vehicles Service and Stormwater Divisions operate and must store has increased over the past several years. The current buildings do not have the square footage to house all the equipment that should be protected from the elements. Existing trucks are currently stored outside along with other expensive equipment such as an Airman air compressor, the new Stormwater Division tractor, mowers and other miscellaneous equipment.

**CONSEQUENCES OF DELAYING OR ELIMINATING THIS PROJECT:** Delaying this project will require some of the equipment including the new tandem-axle dump trucks and de-icing equipment to be stored outside. This equipment needs to be ready to respond promptly during snow and ice events. Storing this specialized equipment outside will cause mechanical issues. New Stormwater Division mowers will also be stored outside exposed to inclement weather and possibly cause premature failure and reliability.

**THIS PROJECT IS RELATED TO THE FOLLOWING:** Public Works Stormwater Division Facility

**TIMELINE/CURRENT STATUS:** If budgeted, bids will be solicited in 2025 with an expected timeframe of completion at the end of 2025.

### **COMMENTS:**

<b>IMPACT ON OPERATING BUDGET:</b>		<b>FINANCING:</b>	
2025	\$300,000	Stormwater Reserves	\$300,000
		Total	\$300,000