



CITY COMMISSION MEETING
City Hall, 1507 Main Street, Hays, KS
Thursday, June 12, 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 May 22, 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. [Consent and Subordination Agreement \(MicroFactory\)](#): Resolution No. 2025-006 ([PAGE 9](#))
 - B. [Mayoral Appointment for Approval](#): Northwest Kansas Community Corrections and Northwest Kansas Juvenile Services Governing Board ([PAGE 23](#))

UNFINISHED BUSINESS

(No business to review)

NEW BUSINESS

5. **POLICE DEPARTMENT GUARANTEED MAXIMUM PRICE AND DESIGN-BUILD AGREEMENT FOR PHASE II SERVICES:** Accept the Guaranteed Maximum Price of \$5,991,250 and authorize the City Manager to enter into an Agreement with PWC, Inc. to perform Phase II Design-Build services for the new Police Station/Municipal Court Facility, to be paid from General Obligation Bonds and to be issued in an amount not to exceed \$8,000,000, to pay for acquisition of 1100 Fort Street, construction costs, and FF&E needs. ([PAGE 25](#))
6. **PROPERTY/LIABILITY COVERAGE RENEWAL – 2025/2026:** Authorize the City Manager to renew the 2025/2026 property/liability coverage package, in the amount of \$590,944, to be funded from the Intergovernmental Insurance and Surety line item. ([PAGE 49](#))
7. **CEMETERY ORDINANCE REVISIONS:** Adopt Ordinance No. 4073 approving the proposed amendments to certain sections of Articles I, II and III in Chapter 17 of the City Code of Ordinances governing City cemeteries as presented. ([PAGE 57](#))

8. **WELCOME CENTER MARQUEE SIGN REPLACEMENT – AWARD OF BID:** Authorize the purchase of a double-sided 10mm LED message center and static sign panels, at a cost of \$44,773.00, and fund the project from CVB Reserves. **(PAGE 73)**
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 MAY 22, 2025

1. CALL TO ORDER BY CHAIRPERSON: The Governing Body of the City of Hays, Kansas met in regular session on Thursday, May 22, 2025 at 4:00 p.m.

Roll Call: Present: Sandy Jacobs

Mason Ruder

Alaina Cunningham (by Zoom)

Reese Barrick

Shaun Musil

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 May 8, 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 April 30, 2025.

Month to date (MTD) general fund sales tax collections were at \$693,547, which was a decrease of \$37,034 or 5% as compared to last year. Year to date (YTD) general fund sales tax is still trending up at \$69,211 or 2.23%. The six-month average was at 1.43%, which was a year-over-year increase of .72%. YTD County sales tax collections were at \$379,707 up \$13,571.

The total par value of the US Treasuries for April was \$11,717,000 with a weighted average yield to maturity of 4.2% down .57% from a year ago. The total of the portfolio of certificates of deposit on April 30, 2025, was \$56,770,984 with a weighted average rate to maturity of 4.71% down .3%. The total balance of the Money Market account on April 30, 2025, was \$3,200,000 with a current yield of 3.388% down .77% from a year ago. Total investments were up \$944,626.

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

Vote: Ayes: Sandy Jacobs

Mason Ruder

Alaina Cunningham

Reese Barrick

Shaun Musil

4. CITIZEN COMMENTS: Monique Koerner, KSU Extension - Family Community Wellness Agent for the Cottonwood Extension district, Karissa Frazier, Community Health Worker, and Tamara Robertson, 4-H Youth Development, highlighted what they have been doing in the community.

5. CONSENT AGENDA: A. Approve the Cereal Malt Beverage License for Hays Lions Club.

B. The following proposed appointments were recommended by Mayor Jacobs at the May 8, 2025 City Commission Meeting and are now being presented for approval.

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 (3rd term)

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

Hays Convention & Visitors Bureau Advisory Committee

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

C. The following proposed appointment will be presented for approval at the June 12, 2025 City Commission Meeting.

Northwest Kansas Community Corrections and Northwest Kansas Juvenile Services Governing Board

Julie Zollinger – unexpired term to expire 2-1-2027 (1st term)

Commissioner Ruder moved, Commissioner Barrick seconded, to approve the Consent Agenda.

Ayes: Sandy Jacobs

Mason Ruder

Alaina Cunningham

Reese Barrick

Shaun Musil

NEW BUSINESS

6. RUNWAY 4-22 RECONSTRUCTION – AWARD OF BID: Jamie Salter, Director of Hays Regional Airport, stated that bids for the reconstruction of Runway 4-22 and Taxiway M at the intersection of Runway 4-22 were opened on April 15, 2025. Bids were received from five contractors, with the lowest bid being from Smoky Hill, LLC in the amount of \$6,676,180.98. The low bid price is below budget.

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

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

Vote: Ayes: Sandy Jacobs

Mason Ruder

Alaina Cunningham

Reese Barrick

Shaun Musil

7. RUNWAY 4-22 RECONSTRUCTION – CONSTRUCTION ENGINEERING SERVICES

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

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

Vote: Ayes: Sandy Jacobs

Mason Ruder

Alaina Cunningham

Reese Barrick

Shaun Musil

8. COVENANT ESTATES 1ST ADDITION – REZONING REQUEST FROM AGRICULTURE DISTRICT (A-L) TO RESIDENTIAL GENERAL DISTRICT (R-G)

G: Jesse Rohr, Director of Public Works, stated that an application has been submitted to request a change in zoning from Agriculture District (A-L) to Residential General District (R-G) for Covenant Estates 1st Addition. This area,

identified in the Comprehensive Plan for Light Density Residential (LDR) development, is ideal due to its proximity to existing neighborhoods and utility access. R-G zoning is fully compatible with LDR, earning a 5 out of 5 rating on the compatibility matrix found within the Comprehensive Plan. Staff, as well as the Hays Area Planning Commission, by a vote of 6-0, recommend approving this request as it is in conformance with the adjacent zoning districts.

Commissioner Musil moved, Commissioner Ruder seconded, to adopt Ordinance No. 4071 approving the rezoning request Agriculture District (A-L) to Residential General District (R-G) for Covenant Estates 1st Addition, as legally described within the adopting ordinance.

Vote: Ayes: Sandy Jacobs

Mason Ruder

Alaina Cunningham

Reese Barrick

Shaun Musil

9. COVENANT ESTATES 1ST ADDITION – FINAL PLAT: Jesse Rohr, Director of Public Works, stated that an application has been submitted for the Final Plat of the Covenant Estates 1st Addition. The property is owned by Covenant Land & Developing, Inc.

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

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

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

Stormwater management will be taken care of with quality and control measures throughout the development.

Commissioner Ruder moved, Commissioner Barrick seconded, to approve Resolution No. 2025-005 accepting the Covenant Estates 1st Addition Final Plat.

Vote: Ayes: Sandy Jacobs

Mason Ruder

Alaina Cunningham

Reese Barrick

Shaun Musil

10. COVENANT ESTATES 1ST ADDITION – ANNEXATION: Jesse Rohr, Director of Public Works, stated that the property owner, Covenant Land & Developing Inc., has submitted a signed consent to annex under K.S.A. 12-520(a)(7) and desires to annex to allow for development of the property for the proposed Covenant Estates 1st Addition. The land is contiguous with the present City limits. Approval of the annexation will allow the property owner to receive full benefits of City services, including utilities and fire/police protection.

City utilities are available for connection, as both water and sewer are adjacent to this location. It is the intent of the owner to extend both City sewer and City water for the proposed Covenant Estates after annexation takes place. Staff recommends annexing this property due to it being contiguous to the City limits and the availability of City services.

Commissioner Barrick moved, Commissioner Ruder seconded, to approve Ordinance No. 4072 annexing the property for Covenant Estates 1st Addition, as legally described within the adopting ordinance.

Vote: Ayes: Sandy Jacobs

Mason Ruder

Alaina Cunningham

Reese Barrick

Shaun Musil

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

12. 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 June.

13. COMMISSION INQUIRIES AND COMMENTS: Mayor Jacobs stated that a budget cut could be coming to Essential Air Service (EAS), which would be absolutely devastating to our area and Hays. The 2026 budget predicts cutting the EAS in half, and she is not sure how the city would recover.

Commission Ruder reiterated Mayor Jacobs sentiments and stated that in order to make up the deficit, the City would have to raise the mill levy from 25 mills to 44 mills. That would double the property taxes.

Commissioner Barrick stated that the airport is extremely important to Hays and we can't do it without the EAS and the subsidies we receive or Federal Grants. If we do not have Commercial Service, we do not have access to subsidies or Federal Grants. Commissioner Barrick stated that it is vitally important for everyone to contact our Senators and Congressmen and voiced the phone numbers where to contact them.

Commissioner Musil echoed the other commissioners' statements and encouraged legislation to stand up for what is right.

Commissioner Cunningham added that not only will losing the EAS hurt Hays' economy, but it will also hurt general aviation in the City of Hays. It would be difficult for the city to afford any upgrades or repairs needed to the airport.

The Commissioners thanked City Manager, Toby Dougherty, for what he has done so far in regard to contacting Senator Moran about the EAS budget cuts. They also commented about how many positive comments they heard about the community the past weekend during graduations.

9. EXECUTIVE SESSION: Mayor Jacobs entertained a motion at 5:18 p.m. to enter into executive session for a period not to exceed 20 minutes, to include the City Commission, City Manager, Deputy City Manager, Assistant City Manager, and City Attorney, for matters covered under attorney/client privilege. Commissioner Ruder moved, Commissioner Musil seconded.

Vote: Ayes: Sandy Jacobs

Mason Ruder
Alaina Cunningham
Reese Barrick
Shaun Musil

Mayor Jacobs entertained a motion at 5:38 p.m. to enter into executive session for a period not to exceed 5 minutes, to include the City Commission, City Manager, Deputy City Manager, Assistant City Manager, and City Attorney, for matters covered under attorney/client privilege. Commissioner Ruder moved, Commissioner Barrick seconded.

Vote: Ayes: Sandy Jacobs

Mason Ruder
Alaina Cunningham
Reese Barrick
Shaun Musil

No action was taken within the executive sessions.

The meeting was adjourned at 5:40 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: 6-12-2025

TOPIC:

Consent and Subordination Agreement – MicroFactory

ACTION REQUESTED:

Approve Resolution No. 2025-006 authorizing the Mayor to sign the Consent and Subordination Agreement for the MicroFactory.

NARRATIVE:

In December 2023, the City Commission completed the process to award IRBs for Grow Hays's MicroFactory project. Due to the loan arrangement between Grow Hays and the Northwest Kansas Economic Innovation Center that contributed to the construction of the MicroFactory, Grow Hays is requesting a subordination agreement that subordinates the City's position to that of the Innovation Center. The attached Consent and Subordination Agreement and Resolution have been prepared by the City's bond counsel to achieve this goal while still maintaining the City's rights from the IRB's closeout documents.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Jarrod Kuckelman, Assistant City Manager

ADMINISTRATION RECOMMENDATION:

Approve Resolution No. 2025-006 to authorize the Mayor to sign the Consent and Subordination Agreement for the MicroFactory.

ATTACHMENTS:

Staff Memo
Resolution No. 2025-006
Consent and Subordination Agreement



Memo

To: City Commission
From: Jarrod Kuckelman, Assistant City Manager
CC: Toby Dougherty, City Manager
Collin Bielser, Deputy City Manager
Date: 5-22-2025
Re: MicroFactory Subordination Agreement and Resolution

To support the construction of the MicroFactory, an industrial/manufacturing business incubator, Grow Hays requested the City Commission award the project Industrial Revenue Bonds (IRBs) for the purposes of receiving a property tax abatement and sales tax exemption on construction materials. The process to award the IRBs was concluded in December 2023, once the MicroFactory reached substantial completion. As part of the IRB closeout process, the Commission approved documentation, including a project lease, a site lease, and a trust indenture, that provides the City with an interest in the project.

Due to the loan arrangement between Grow Hays and the Northwest Kansas Economic Innovation Center that contributed to the construction of the MicroFactory, Grow Hays is requesting a subordination agreement that subordinates the City's position to that of the Innovation Center. This is necessary to prevent a potential prior lien on the property and ensure the Innovation Center has the first mortgage position. The attached Consent and Subordination Agreement and Resolution have been prepared by the City's bond counsel, Gilmore & Bell, to achieve this goal while still maintaining the City's rights from the IRB's closeout documents.

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF HAYS, KANSAS
HELD ON [_____], 2025**

The governing body of the City of Hays, Kansas, met in regular session at the usual meeting place in the City, at 4:00 p.m., the following members of the governing body being present and participating, to-wit:

Absent:

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

* * * * *

(Other Proceedings)

Commissioner _____ moved for the adoption of a Resolution entitled:

A RESOLUTION AUTHORIZING THE GOVERNING BODY OF THE CITY OF HAYS, KANSAS TO CONSENT TO THE SUBORDINATION OF THE CITY'S TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2023 (GROW HAYS, INC.) TO A MORTGAGE; AND TO AUTHORIZE THE EXECUTION AND DELIVERY OF ANY OTHER DOCUMENTS TO EFFECT THE ACTIONS AUTHORIZED IN THIS RESOLUTION.

The motion was seconded by Commissioner _____. The Resolution was duly read and considered, and upon being put, the motion for adoption of the Resolution was carried by the following vote of the governing body:

Aye:

Nay:

The Mayor declared the Resolution duly adopted and the resolution was then duly numbered Resolution No. _____ and was signed by the Mayor and attested by the City Clerk.

* * * * *

(Other Proceedings)

CERTIFICATE

I certify that the foregoing Excerpt of Minutes is a true and correct excerpt 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]

JAMI BREIT
City Clerk

RESOLUTION NO. 2025-006

A RESOLUTION AUTHORIZING THE GOVERNING BODY OF THE CITY OF HAYS, KANSAS TO CONSENT TO THE SUBORDINATION OF THE CITY'S TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2023 (GROW HAYS, INC.) TO A MORTGAGE; AND TO AUTHORIZE THE EXECUTION AND DELIVERY OF ANY OTHER DOCUMENTS TO EFFECT THE ACTIONS AUTHORIZED IN THIS RESOLUTION.

WHEREAS, the governing body of the City of Hays, Kansas (the “Issuer”) has previously issued its Taxable Industrial Revenue Bonds, Series 2023 (Grow Hays, Inc.) (the “Bonds”) and has entered into a Project Lease dated as of December 1, 2023 (the “Project Lease”) with Grow Hays, Inc., a Kansas not for profit corporation (the “Tenant”), in connection with the issuance of the Bonds and to provide funds for the acquisition, construction and equipping of a manufacturing facility located in the City of Hays, Kansas (the “Project”);

WHEREAS, to prescribe the terms and provisions of the Bonds, the Issuer and Security Bank of Kansas City, Kansas City, Kansas, as trustee (the “Trustee”), entered into a Trust Indenture dated as of December 1, 2023 (the “Indenture”);

WHEREAS, the Tenant owns all of the outstanding Bonds and has requested that the Issuer and Trustee subordinate its interests in the Bonds to a Mortgage to Northwest Kansas Economic Innovation Center, Inc., a Kansas not for profit corporation (the “Lender”);

WHEREAS, the Lender will be secured by, among other things, a Mortgage dated _____, 202____, given by the Tenant to the Lender (the “Mortgage”), covering, among other things, Tenant’s interest under the Project Lease, and Tenant’s right, title and interest in and to the improvements constructed on the real property described therein; and

WHEREAS, the Issuer desires to consent to the execution of all documents relating to the purposes set forth herein;

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

Section 1. The Issuer hereby consents to the Consent and Subordination Agreement between the Lender, the Trustee, the Tenant and the Issuer. The Issuer's consent is effective immediately upon adoption of this resolution.

Section 2. Notwithstanding such consent to said assignments, the Issuer expressly reserves to itself and its assignees all rights and privileges accruing to it under the terms of the Project Lease, the Indenture, and all documents related thereto.

Section 3. The Mayor and the City Clerk are hereby authorized and directed to execute for and on behalf of, and as the act and deed of the Issuer, the Consent and Subordination Agreement and any other documents necessary to effect the actions authorized in this Resolution, all substantially as described herein in forms prepared and approved by the Issuer's bond counsel, Gilmore & Bell, P.C.

Section 4. This resolution shall take effect and be in full force immediately after its adoption by the governing body of the Issuer and signature by the Mayor.

SIGNED by the Mayor and attested by the City Clerk of the City of Hays, Kansas this 12th day of June, 2025.

[SEAL]

SANDY JACOBS
Mayor

ATTEST:

JAMI BREIT
City Clerk

(Space Above For Recorder's Use)

CONSENT AND SUBORDINATION AGREEMENT

THIS CONSENT AND SUBORDINATION AGREEMENT (the "Agreement"), dated June 12, 2025, is made by and among the **CITY OF HAYS, KANSAS**, a municipal corporation duly organized and existing under the laws of the State of Kansas (the "City"), **SECURITY BANK OF KANSAS CITY** (the "Trustee"), **GROW HAYS, INC.**, a Kansas not for profit corporation (the "Tenant"); and **NORTHWEST KANSAS ECONOMIC INNOVATION CENTER, INC.**, a Kansas not for profit corporation (the "Lender").

RECITALS:

A. Lender has funded a loan (the "Loan") to Tenant, which was used to finance improvements to the real property described on **Exhibit A** (the "Project"), and which shall be secured by a mortgage, assignment of leases and rents, security agreement and fixture filing, or other security instrument (collectively, the "Mortgage") thereon.

B. Pursuant to a Project Lease dated as of December 1, 2023 (the "Project Lease"), the City leased the Project to the Tenant.

C. Notice of the Project Lease is recorded in the office of the Ellis County Register of Deeds in Book 1036, Pages 447-449. The City assigned its rights under the Project Lease to the Trustee under an Assignment of Site Lease and Project Lease, which is recorded in the office of the Ellis County Register of Deeds in Book 1036, Pages 450-454 (the "Assignment").

D. As a condition to funding the Loan, Lender requires that Tenant, the City and the Trustee subordinate the covenants, agreements and other obligations of Tenant owed to City under the Trust Indenture, the Site Lease, the Project Lease, the Assignment, and all other provisions thereof, for the full term thereof, to the covenants, agreements and other obligations of Tenant owed to Lender under and secured by of the Mortgage and all other provisions thereof, in every manner whatsoever.

E. Tenant desires to enter into this Agreement in order to benefit from the Loan and the City and Trustee desire to enter into this Agreement in order to indirectly benefit from the Loan.

NOW, THEREFORE, the parties hereto intending to be legally bound hereby, for and in consideration of the mutual covenants contained herein, the sum of Ten and No/100 Dollars (\$10.00) and

other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Recitals. All of the above Recitals are hereby incorporated herein by reference and are made a part hereof.

Section 2. Consent and Subordination. The City and Trustee hereby consent to the Tenant granting the Mortgage in favor of the Lender. All right, title and interest of the City, as assigned to the Trustee, in the Project and all right, title and interest of the Trustee in the Assignment, and all rights, remedies, liens and charges of City created by the Project Lease, and all rights, remedies, liens and charges of Trustee created by the Assignment, together with all covenants, agreements and other obligations of Tenant owed to City and Trustee thereunder, and all other provisions thereof, including without limitations provisions with respect to condemnation, condemnation awards, damage, destruction, casualty, and distribution of insurance proceeds, are and shall be junior, inferior, subject and unconditionally subordinate in each and every respect to the rights, remedies, lien of Lender under the Mortgage, together with all covenants, agreements and other obligations of Tenant owed to Lender thereunder or secured thereby (and all other documents executed in conjunction with the loan transaction evidenced thereby) and all provisions thereof and effects of the same, and to all advancements made thereunder and to all renewals, modifications, consolidations, replacements, additional advances, future advances and extensions thereof.

Section 3. Consent to Recording. The City, Trustee, Tenant and Lender each agree and consent to the recording of this Agreement in the real estate records of Ellis County, Kansas.

[BALANCE OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be duly executed as of the day and year first written above.

CITY OF HAYS, KANSAS

[SEAL]

SANDY JACOBS
Mayor

ATTEST:

JAMI BREIT
City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
)
) SS.
COUNTY OF ELLIS)

This instrument was acknowledged before me on _____, 2025, by Sandy Jacobs, Mayor of the City of Hays, Kansas, a municipal corporation of the State of Kansas.

(Notary Seal)

Notary Public

Typed or printed name of Notary Public:

Appointment Expires:

TRUSTEE:

SECURITY BANK OF KANSAS CITY
Kansas City, Kansas

By: _____
Name: Bonnie Mosher
Title: Vice President

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2025, by Bonnie
Mosher, as Vice President, of Security Bank of Kansas City.

(Notary Seal)

Notary Public

Typed or printed name of Notary Public:

Appointment Expires:

TENANT:

GROW HAYS, INC.
a Kansas not for profit corporation

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2025, by _____, as
_____ of Grow Hays, Inc., a Kansas not for profit corporation.

(Notary Seal)

Notary Public

Typed or printed name of Notary Public:

Appointment Expires:

LENDER:

**NORTHWEST KANSAS ECONOMIC
INNOVATION CENTER, INC.**
a Kansas not for profit corporation

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2025, by _____, as
_____ of Northwest Kansas Economic Innovation Center, Inc., a Kansas not for profit
corporation.

(Notary Seal)

Notary Public

Typed or printed name of Notary Public:

Appointment Expires:

EXHIBIT A

PROPERTY SUBJECT TO PROJECT LEASE

(A) A leasehold interest in the following described real estate located in Ellis County, Kansas:

Lot One (1), HEART OF AMERICA SECOND ADDITION
in the city of Hays, Ellis County, Kansas.

the real property constituting the “Real Property” as referred to in the Project Lease, subject to Permitted Encumbrances.

(B) The buildings, improvements, equipment, fixtures and personal property now or hereafter acquired, constructed, or installed on the Real Property and financed or refinanced with proceeds of the Bonds.

The property described in paragraphs (A) and (B) of this *Schedule I*, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of *Sections 11.1 and 12.1* of the Project Lease, constitute the “Project” as referred to in both the Project Lease and the Indenture.



City Commission Meeting AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 4B

MEETING DATE: 6-12-2025

TOPIC:

Mayoral Appointment for Approval

ACTION REQUESTED:

Approve the proposed appointment to the Northwest Kansas Community Corrections and Northwest Kansas Juvenile Services Governing Board.

NARRATIVE:

The following proposed appointment was recommended by Mayor Jacobs at the May 22, 2025 City Commission Meeting and is now being presented for approval.

Northwest Kansas Community Corrections and Northwest Kansas Juvenile Services Governing Board

Julie Zollinger – unexpired term to expire 2-1-2027 (1st term)

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Sandy Jacobs, Mayor

ADMINISTRATION RECOMMENDATION:

N/A

ATTACHMENTS:

Application



CITY OF
Hays
Committee Application

Email Address	izollinger@usd489.com
Date	5/13/2025 8:30 AM
Name	Julie Zollinger
Address	1604 Oakmont Street
City	Hays
State	KS
Zip Code	67601
Daytime Phone	7856232450
Evening Phone	7854321231
Place of Employment	USD489
How long have you been a Resident of Hays?	26 years
Name of Board(s) you are interested in serving on:	Juvenile Corrections Advisory Board (JCAB)
How much time could you devote per month?	1 hour
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.	As a proud Hays citizen, a school psychologist, and the USD489 District Crisis Consultant, I have a unique perspective and skill set that I believe will be beneficial to the community corrections board.
Please list any groups or activities that you participate in, or have previously participated in, that demonstrates your involvement in the community.	Big Brothers Big Sisters - member of the Community Leadership Committee (4 years); a Big Sister to a Little Brother (6 years) Kansas Association of School Psychologists - Treasurer (5 years) Fort Hays State University, Adjunct Instructor (10+ years) PREPaRE School Safety and Crisis Preparedness, Trainer (9 years) Hays Recreation Commission, Soccer Coach (2 seasons)



City Commission Meeting AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 5

MEETING DATE: 6-12-2025

TOPIC:

Police Department Guaranteed Maximum Price and Design-Build Agreement for Phase II Services

ACTION REQUESTED:

Accept the Guaranteed Maximum Price of \$5,991,250 and authorize the City Manager to enter into an Agreement with PWC, Inc. to perform Phase II Design-Build services for the new Police Station/Municipal Court Facility, to be paid from General Obligation Bonds and to be issued in an amount not to exceed \$8,000,000, to pay for acquisition of 1100 Fort Street, construction costs, and FF&E needs.

NARRATIVE:

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

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Collin Bieler, Deputy City Manager
Don Scheibler, Chief of Police

ADMINISTRATION RECOMMENDATION:

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

ATTACHMENTS:

Staff Memo
Exterior Elevations
Floorplan
GMP Proposal
Agreement for Phase II Services



City Commission Work Session Agenda Memo

From: Collin Bielser, Deputy City Manager

Work Session: June 5, 2025

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

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

Summary

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

Background

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

Discussion

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

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

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

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

Legal Consideration

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

Financial Consideration

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

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

Options

The City Commission has the following options:

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

Recommendation

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

Action Requested

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

Supporting Documentation

Exterior Elevations

Floorplan

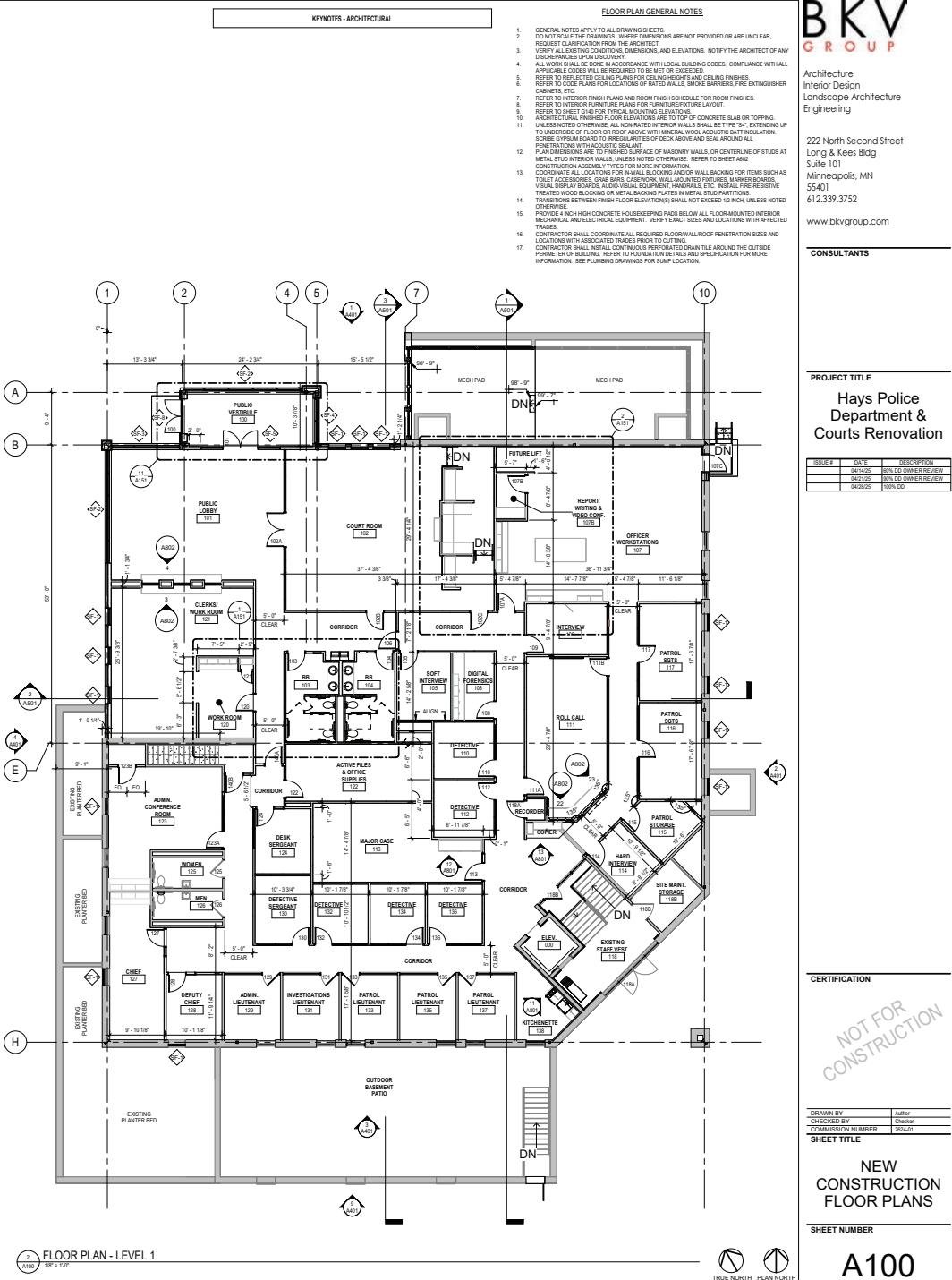
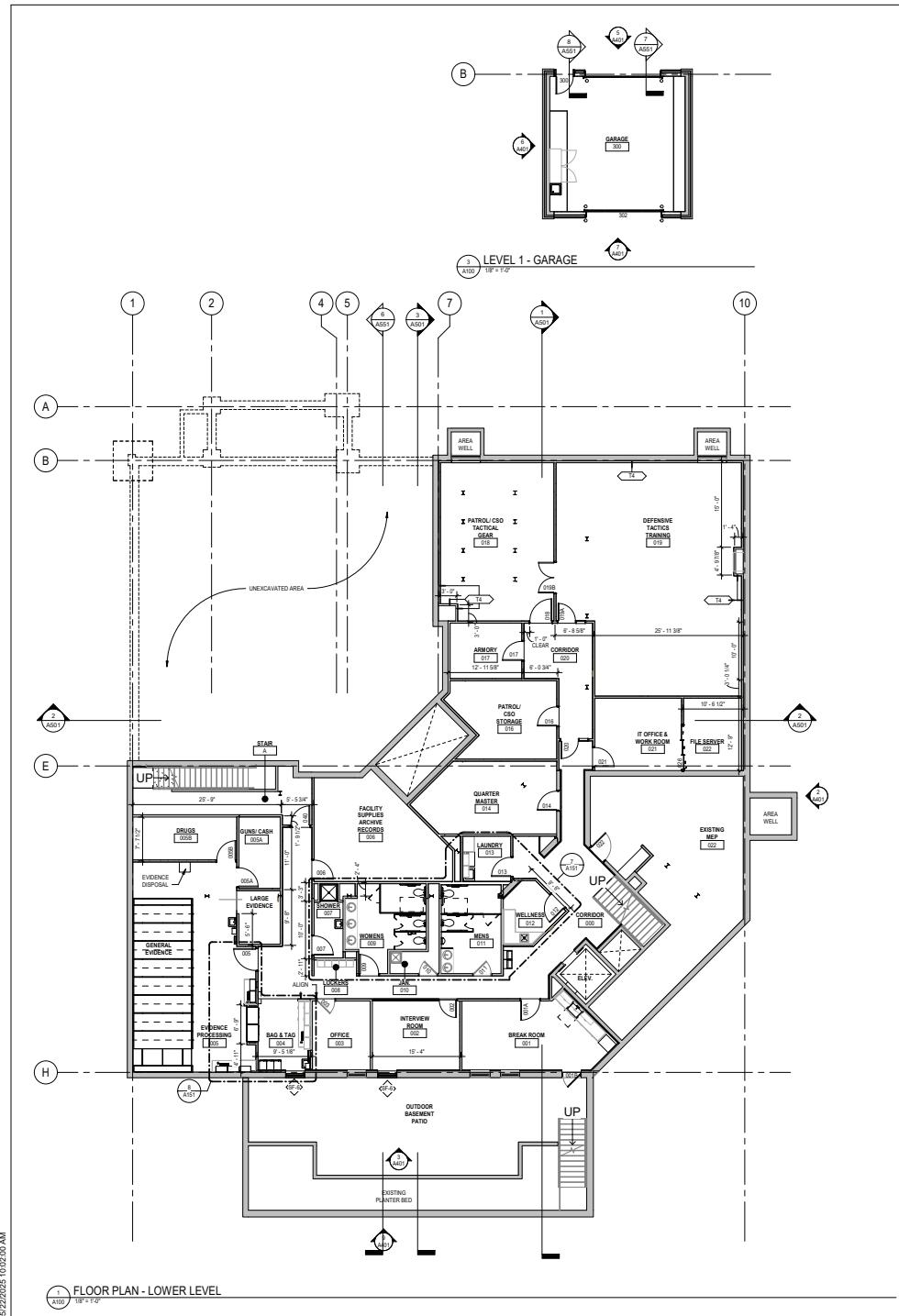
GMP Proposal

Agreement for Phase II Services



POLICE & COURTS

POLICE & COURTS



CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE - 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

APPLICATION NO: #1

containing Contractor's signed Certification is attached.

APPLICATION DATE:

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

PERIOD TO:

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

ARCHITECT'S PROJECT NO: XX

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

Agreement for Phase II Services

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

COH Project 2022-25

Agreement for Phase II Services
between
Owner and Design-Builder

This AGREEMENT is made as of the 12th day of June, 2025, by and between the following parties, for services in connection with the Project identified below.

OWNER

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

DESIGN-BUILDER:

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

PROJECT:

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

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

Article 1
Scope of Work

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

Article 2
Interpretation and Intent

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

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

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

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

Article 3 **Ownership of Work Product**

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

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

Article 4 **Contract Time**

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

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

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

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

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

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

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

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

Article 5 **Contract Price**

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

5.2 Design-Builder Fees

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

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

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

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

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

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

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

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

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

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

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

5.4 Non-Reimbursable Costs

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

5.5 The Guaranteed Maximum Price (GMP)

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

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

5.5.1.2 GMP Composition

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

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

Article 6 **Procedure for Payment**

6.1 Progress Payments

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

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

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

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

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

6.2 Retainage on Progress Payments

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

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

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

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

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

7.1 Owner's Representatives

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

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

Toby Dougherty
City Manager
1507 Main Street
Hays, KS 67601

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

Tom Howie
Project Manager
1002 Vine Street
Hays, KS 67601

7.2 Design-Builder’s Representatives

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

Matthew Allen
President
PWC, Inc. – Hays, KS

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

Anthony Walters
PWC, Inc. – Hays, KS

Article 8 **Bonds and Insurance**

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

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

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

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

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

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

Article 9 **Other Provisions**

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

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

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

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

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

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

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

OWNER:
CITY OF HAYS, KANSAS

Sandy Jacobs, Mayor

ATTEST:

Jami Breit, City Clerk

STATE OF KANSAS, COUNTY OF ELLIS, SS:

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

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

NOTARY PUBLIC

My appointment expires:

DESIGN-BUILDER:
PWC, Inc.

BY: Matthew Allen, President

STATE OF KANSAS, COUNTY OF ELLIS, SS:

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

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

NOTARY PUBLIC

My appointment expires:



City Commission Meeting AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 6

MEETING DATE: 6-12-2025

TOPIC:

Property Liability Coverage Renewal – 2025/2026

ACTION REQUESTED:

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

NARRATIVE:

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

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Kim Rupp, Director of Finance

ADMINISTRATION RECOMMENDATION:

City staff recommends renewing the 2025/2026 property/liability coverage with the incumbent package for \$590,944.

ATTACHMENTS:

Staff Memo
Exposure Summary
Midwest Public Risk Member Services Brochure



City Commission Work Session Agenda Memo

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

Summary

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

Background

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

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

The package this year includes the following categories.

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

Discussion

Insurance Renewal

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

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

Message from MPR

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

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

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

MPR Member Entity Deductible Program:

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

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

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

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

Legal Consideration

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

Financial Consideration

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

Options

The City Commission has the following options:

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

Recommendation

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

Action Requested

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

Supporting Documentation

Exposure Summary
Midwest Public Risk Member Services Brochure

Premium Summary

Named Insured: City of Hays

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

The City of Hays

Finance and Service Advantages as a Member of Midwest Public Risk



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



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



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



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



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



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



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



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

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



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

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



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



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

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

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



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

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

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



City Commission Meeting AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 7

MEETING DATE: 6-12-2025

TOPIC:

Cemetery Ordinance Revisions

ACTION REQUESTED:

Adopt Ordinance No. 4073 approving the proposed amendments to certain sections of Articles I, II and III in Chapter 17 of the City Code of Ordinances governing City cemeteries as presented.

NARRATIVE:

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

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Jeff Boyle, Director of Parks

ADMINISTRATION RECOMMENDATION:

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

ATTACHMENTS:

Staff Memo
Ordinance No. 4073
Copy of Fee Comparables from Other Communities



City Commission Work Session

Agenda Memo

From: Jeff Boyle, Director of Parks

Work Session: June 5, 2025

Subject: Cemetery Ordinance Revisions

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

Summary

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

Background

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

Discussion

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

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

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

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

Legal Consideration

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

Financial Consideration

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

Options

The City Commission has the following options:

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

Recommendation

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

Action Requested

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

Supporting Documentation

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

ORDINANCE NO. 4073

AN ORDINANCE AMENDING ARTICLES I, II, AND III, IN CHAPTER 17 OF THE CITY OF HAYS, KANSAS, CODE OF ORDINANCES GOVERNING CITY CEMETERIES.

WHEREAS, the City of Hays, Kansas, ("the City") is a city of the second class, duly organized and existing under the laws of the State of Kansas; and

WHEREAS, the Governing Body of the City finds it advisable and in the best interests of the City to amend certain sections of Articles I, II and III in Chapter 17 of the City Code of Ordinances governing City cemeteries.

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

- I. Sections 17-1, 17-5, 17-7, 17-8 and 17-11 in Article I, Chapter 17 "CEMETERIES" of the Code of Ordinances of the City of Hays, Kansas, are hereby amended by repealing and replacing said Sections with the following:

Sec. 17-1. City cemeteries.

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

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

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

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

- (a) It is unlawful to drive or move any vehicle within such cemetery except over a roadway open for vehicular traffic or to obstruct any path or driveway within the cemetery open to vehicular traffic.
- (b) It shall be the duty of the cemetery caretaker and his assistants to direct all vehicular traffic. The caretaker is authorized to direct the parking or standing of all vehicles in the cemetery. It is unlawful for any person to disobey or disregard the directions of the caretaker relating to the movement or standing of all vehicles within the cemetery.

Sec. 17-8. Animals prohibited.

It is unlawful for any person to allow or permit their animals to run at large within the cemetery.

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

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

- II. Section 17-46 in Article II, Chapter 17 “CEMETERIES” of the City of Hays, Kansas, Code of Ordinances is hereby amended by repealing and replacing said Section with the following:

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

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

- III. Section 17-69, 17-71, 17-75, 17-77, 17-78, 17-79 and 17-81 in Article III, Chapter 17 “CEMETERIES” of the City of Hays, Kansas, Code of Ordinances are hereby amended by repealing and replacing said Sections with the following:

Sec. 17-69. Sale of grave spaces.

- (a) All unsold grave spaces, surveyed and platted to grave space in the cemetery, shall be sold in quantities of not less than one-fourth of a lot (two spaces), except in areas that have been designated by the city as being available for single spaces. The prices apply to Mount Allen Cemetery and Fort Hays Memorial Gardens Cemetery. The prices and the effective dates of such prices, shall be determined by the governing body and shall be specified in a resolution authorizing the same, and may be amended by resolution of the governing body. The following prices are currently in effect at the time of passage of the ordinance from which this section is derived, and shall continue in full force and effect until any new or different prices go into effect:

Size	Amount (in dollars)
1 space	\$500
2 spaces – $\frac{1}{4}$ lot	\$1,000
4 spaces – $\frac{1}{2}$ lot	\$2,000
8 spaces – one full lot	\$4,000
Infant space	\$250

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

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

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

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

No interment or burial shall be made in the Mount Allen Cemetery or Fort Hays Memorial Gardens Cemetery without a burial permit therefore issued by the city clerk, as provided by law. The caretaker or other person in charge of the cemetery shall not inter or permit the interment of any dead body unless it be accompanied by a permit as required by law. The caretaker or other person in charge of the cemetery shall make a return of such permit to the city clerk and keep a cemetery record of all interments as required by law.

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

- (a) Before any grave space/niche is opened or dug, a permit for interment therefore shall be approved by the city clerk. The permit for interment request shall be made not less than sixteen working hours before the time of interment. The permit request for such interment may be made by:

- (1) The owner of the grave space/niche or their duly authorized agent or representative;
 - (2) The funeral director or person in charge of interment; or
 - (3) Some other authorized person.
- (b) The permit will contain a stipulation that the interment permit holder agrees to indemnify the city for any expense incurred by it if the opening for interment proves to be unauthorized or on the wrong grave space/niche.
- (c) The interment permit must provide the following information:
- (1) Name of grave space/niche owner;
 - (2) Legal description of the grave space/niche in which interment is to be made;
 - (3) Name of person to be interred;
 - (4) Hour of interment;
 - (5) Name of person requesting interment;
 - (6) Description of interment type including full burial or cremation, and size of urn being used.
- (d) The city clerk shall, upon the approval of a permit for interment in a grave space, and upon receipt of the sum of \$500.00, or as may be amended per subsection (e) below, as payment of all fees and charges fixed for such permits and the opening of a grave space, and upon satisfactory evidence of payment of the full purchase price of a grave space (if the same belongs to the city) at the time of request, issue an interment permit giving the information provided in subsection (c) of this section and permission to open the grave space described; provided, however, that the cost of opening or closing of grave spaces on Saturdays and after normal working hours shall be at a cost of \$800, or as may be amended per subsection (e) below; and provided further that the cost of opening or closing of a crematory grave, columbarium niche or areas designated for infant interments shall be at a cost of \$250.00, except for Saturdays and after normal working hours at which the cost shall be \$450.00, or as may be amended per subsection (e) below. No interments shall be made on Sunday, or city recognized holidays.
- (e) The prices set forth in subsection (d) may be amended by resolution of the governing body.

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

- (a) Before any grave space/niche is reopened or dug, a permit for disinterment shall be approved by the city clerk. The disinterment request shall be made not less than ten working days before the time of disinterment. The disinterment permit will be issued after payment of the service charge, as follows:
- (1) Disinterment (inground full grave space) \$1,500.00;
 - (2) Disinterment (inground cremation adult/infant) \$500.00; and
 - (3) Disinterment (columbarium niche) \$300.00, which price may be amended by resolution of the governing body.

Disinterment will only be performed during normal working hours, Monday through Friday.

- (b) The disinterment permit shall give the number of the lot and block on which such grave space/niche is situated, the name of the person previously interred in such grave space/niche, the time of previous interment and the location of future interment and the reason therefore. The permit shall be signed by a member of the family or, when there is no family, by the next of kin requesting the disinterment. Upon approval, a disinterment permit shall be issued by the city clerk. The disinterment permit shall contain the information requested and shall be issued over the signature of the city clerk and under the seal of the city and shall authorize the reopening of the grave space/niche as described by the permit.
- (c) The cemetery caretaker shall, upon receipt of the disinterment permit, reopen the grave space/niche as follows:
- (1) For inground burials, the cemetery caretaker or designee shall remove soil and expose the existing vault/urn in a manner reasonable enough for removal. For columbarium niches, the cemetery caretaker or designee shall remove the interior granite security doors and the outside granite face doors to expose urn.
 - (2) The owner, authorized agent, representative, funeral director, or other authorized person issued a disinterment permit shall be required to schedule and pay for services for actual vault removal by a vault company or similar company, and only under direct supervision of the caretaker.
 - (3) After exhumation has occurred, the cemetery caretaker shall be responsible for all final work including:
 - a. Filling of the grave space or closing of columbarium niche at disinterment location.

- b. Grading and seeding of soil.
 - c. Any other site preparations.
- (d) Upon completion of the work, and the reinterment, if there shall be one, the caretaker shall make a return of the permit to the city clerk with the statement of the charges incurred in accordance with the rules of the cemetery division of the department of parks of the city. An order of the district court, or the judge of such court, for the exhumation of the body of the deceased person shall be a sufficient application for a permit required under this section and the cost of such exhumation including the payment of the required service charges shall be a claim against the county commissioners as provided by law.

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

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

- (1) No monument, headstone or columbarium doors of any kind shall be placed on any grave space/niche, or removed or relocated, or inscription made without a monument/headstone setting permit from the city. Such permit shall be issued upon receipt in writing by the owner of the grave space/niche, their agent or representative, giving a description of the work to be done and upon payment of such fee as may be fixed by the commission. No permit shall be issued by the city for any such purpose until the grave space/niche have been paid for in full. Columbarium doors must remain uniform and will be issued by the city prior to inscription.
- (2) All monuments and headstones must be set by the monument company under the direction and supervision of the caretaker or officer in charge of the cemetery. Columbarium doors will be removed and replaced by the caretaker or officer in charge of the cemetery.
- (3) Concrete foundations for monuments and headstones shall be provided in all cases and shall consist of six parts of coarse sand or gravel and not less than one part of Portland quality cement, thoroughly mixed. The concrete shall be poured in a pit up to grade and made perfectly level on top. The pit for the foundation shall extend not less than the full width and length of the monument or headstone and its cubic capacity shall be in general not less than three-fifths of the volume of the monument or headstone or in proportion to the size and weight thereof. A minimum notice of three working days must be provided to the cemetery caretaker prior to installation in all cases.
- (4) Materials and equipment for the erection of said structures shall be placed and used in such manner as not to injure or impede other grave spaces, avenues or

walkways. Upon completion of the work, all rubbish, unused materials and any equipment shall promptly be removed from the cemetery.

- (5) At Mount Allen Cemetery, no monuments or headstones shall be more than one foot in height, unless such stone shall be at least six inches in thickness. At Fort Hays Memorial Gardens Cemetery, headstones must be flush with the existing ground. Monuments and headstones must be granite or bronze.
- (6) Mausoleums, vaults or other burial structures, built or constructed entirely aboveground, or party by excavation therein, must not be allowed in any city-owned or operated cemetery.
- (7) The permanent mounding of a grave space is prohibited.
- (8) Enclosures such as fences, walls and curbs around grave spaces or portions thereof shall be prohibited.
- (9) When grave spaces are neglected and uncared for, or when the owners of such grave spaces are deceased or have moved to distant communities or are unknown and no provision has been made by such owners for the care of such grave spaces, the city may put grave spaces or adornments in a condition to be cared for as other grounds of the cemetery.
- (10) If any tree, shrub, or structure of any kind becomes dangerous or detrimental within the cemetery, the city may cause such condition to be corrected or the offending plant or structure removed.
- (11) The following procedure shall be used by the city in selling reclaimed cemetery grave spaces/niches as defined by K.S.A. 12-1440 et seq., as amended:
 - a. In the event any person desires to purchase a cemetery grave space/niche located in the area of the cemetery which would qualify as an unclaimed or abandoned grave space/niche as defined by K.S.A. 12-1440 et seq., as amended, such person or applicant shall file with the city clerk an application to purchase such grave space/niche as set forth in Section 17-77, and shall thereupon pay to the city clerk the sum of \$2,000.00 in advance, which shall be used to defray the cost of publication as required by K.S.A. 12-1440 et seq., as amended, and the cost of opening such reclaimed or abandoned grave space/niche. Said \$2,000.00 fee may be amended by resolution of the governing body.
 - b. In the event such grave space/niche is found to be unoccupied after opening, as aforesaid, the grave space/niche shall then be sold to such applicant, subject to all the other and further conditions, requirements and costs set forth in this article.

- c. In the event such grave space/niche is found to be occupied, such grave space/niche shall not be sold and the applicant shall thereupon forfeit all fees and charges paid and shall have no claim whatsoever against the city for any refund or for any claim to the ownership of such grave space/niche and such application in respect to such purchase shall thereupon be deemed null and void.
- d. Any person filing an application for the purchase of a reclaimed or abandoned grave space/niche herein shall, by filing such application, agree to save and hold the city free and harmless against any claims by any persons as a result of the opening of such grave spaces/niches.

Sec. 17-81. Monument setting fees.

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

- IV. This Ordinance shall take effect upon its publication on the City of Hays website, the official City of Hays, Kansas, news outlet for publication of legal notices.

PASSED by the Governing Body the 12th day of June, 2025.

APPROVED and signed by the Mayor the 12th day of June, 2025.

CITY OF HAYS, KANSAS

ATTEST:

Sandy Jacobs, Mayor

Jami Breit, City Clerk

Grave Space Fees

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

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

Disinterment Fees

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

Grave Opening Fees

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

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

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

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

Columbarium Grave Opening Fees

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

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

Monument Setting Fees

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



City Commission Meeting AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 8

MEETING DATE: 6-12-2025

TOPIC:

Welcome Center Marquee Sign Replacement – Award of Bid

ACTION REQUESTED:

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

NARRATIVE:

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

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Melissa Dixon, Director of CVB

ADMINISTRATION RECOMMENDATION:

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

ATTACHMENTS:

Staff Memo
Visuals
Project Sheet



City Commission Work Session

Agenda Memo

From: Melissa Dixon, Director of CVB

Work Session: June 5, 2025

Subject: Welcome Center Marquee Sign – Award of Bid

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

Summary

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

Background

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

Discussion

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

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

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

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

Legal Consideration

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

Financial Consideration

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

Options

The City Commission has the following options:

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

Recommendation

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

Action Requested

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

Supporting Documentation

Visuals
Project Sheet



PROJECT FORM

PROJECT: Digital Marquee Display

FISCAL YEAR: 2025

FUND: Convention and Visitor Bureau Fund

DEPARTMENT: CVB

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

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



CONSEQUENCES OF DELAYING OR ELIMINATING THIS PROJECT:

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

THIS PROJECT IS RELATED TO THE FOLLOWING: None

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

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

COMMENTS:

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