



**CITY COMMISSION
WEDNESDAY, SEPTEMBER 4, 2024 AT 11:00 AM
CITY COMMISSION CHAMBER**

ORDER OF BUSINESS

CALL MEETING TO ORDER Mayor Erren Harter

MEMBERS PRESENT

Vice-Mayor Susan Brinkman
Commissioner Tyler Curtis
Commissioner Becky Smith
Commissioner Jamie Sauder

PROCLAMATIONS

Proclamation Naming September 13-22, 2024 as Welcoming Week in Emporia.

Accepted by: Lelan Dains, Director of Visit Emporia

Proclamation for National Adult Education and Family Literacy Week 15th-21st of September.

Accepted by: Vicki Schweinler, Program Director of Flint Hills Adult Education Center

Proclamation Recognizing National Hispanic Heritage Month as September 15th-October 15th.

Accepted by: Sally Sanchez, President of Hispanics of Today and Tomorrow

Proclamation Recognizing September as Library Card Sign-Up Month.

Accepted by: Pauline Stacchini, Emporia Public Library Director

PUBLIC FORUM

The public is invited to make comments at this time. Please limit comments to two (2) minutes each. Please state your name and address prior to making comments.

NEW BUSINESS

1) Public Hearing & Resolution No. 3738 for Revenue Neutral Rate.

Presented by: Janet Harrouff, Director of Finance

Recommended Action: Conduct Public Hearing and Approve Resolution No. 3738 for the Revenue Neutral Rate.

2) Public Hearing for 2025 Budget and 5-Year Plan.

Presented by: Janet Harrouff, Director of Finance

Recommended Action: Conduct the Public Hearing for 2025 Budget and 5-Year Plan.

3) Adopt 2025 Budget and 5-Year Plan.

Presented by: Janet Harrouff, Director of Finance

Recommended Action: Approve the 2025 budget and 5-year projections.

4) **Ordinance No. 24-26 for Annual Appropriations.**

Presented by: Trey Cocking, City Manager

Recommended Action: Approver Ordinance 24-26 for Annual Appropriations.

5) **Ordinance No. 24-27 Amending Section 7.16 of the Emporia Zoning Regulations.**

Presented by: Justin Givens, Planning & Zoning Administrator

Recommended Action: Approve Ordinance No. 24-27 Amending Section 7.16 of the Emporia Zoning Regulations.

6) **Adopt Safe Routes to School Plan.**

Presented by: Jim Ubert, City Engineer

Recommended Action: Adopt Safe Routes to School plan, subject to specific project recommendations in the report getting reviewed on a case by case basis.

7) **Contract with BG Consultants for REC Center.**

Presented by: Trey Cocking, City Manager

Recommended Action:

COMMUNICATIONS

Presented by Trey Cocking, City Manager.

CONSENT AGENDA

Presented by Trey Cocking, City Manager.

1) Commission Meeting Minutes for August 21, 2024.

INFORMATIONAL ITEMS

Presented by Trey Cocking, City Manager.

1) Informational Items

GOVERNING BODY COMMENTS

Mayor Erren Harter

Vice-Mayor Susan Brinkman

Commissioner Tyler Curtis

Commissioner Becky Smith

Commissioner Jamie Sauder

EXECUTIVE SESSION

- 1) Recess into executive session for 15 minutes inviting pertinent city staff for the purpose of consultation with the City Attorney regarding a legal matter. The justification for executive session is provided in K.S.A. 75-4319(b)(2) to protect privileged communication in the attorney-client relationship. The open meeting will resume in this room at approximately __:____ a.m./p.m.

RECESS

Recess to David Traylor Zoo Education Center, 75 Sodens Road

STUDY SESSION AGENDA ITEMS

- 1) Introduction of New Zoo Director.
- 2) Discuss the Formation of the Public Building Commission.
- 3) Municipal Solid Waste Poly Carts.

- 4) County Road F – City Street Name Designation.
- 5) CDBG Update.

ADJOURNMENT



PROCLAMATION

WHEREAS, this coming week, we celebrate Welcoming Week as a way of creating a home together with communities around the world. Welcoming Week is about bringing neighbors together across lines of difference to build relationships and work together on shared goals. During Welcoming Week, I invite all Emporians to join this movement by taking action in the spirit of unity across differences; and

WHEREAS, Emporia is home to people of all backgrounds, including those who were not born here, but now call it home. Emporia's success depends on making sure that all Emporians feel welcome. New residents are a vital part of our community, along with our long-time residents, bringing ideas, starting businesses, serving in civic roles, working in critical industries, and contributing to the vibrant diversity that we value; and

WHEREAS, to capitalize on diversity as an asset, our community must strive to create a culture and policies that ensure everyone can belong and thrive. That includes addressing disparities, countering hate, understanding history, and helping neighbors come together.; and

WHEREAS, while those most directly impacted are residents who are discriminated against, all of our residents are adversely affected. Racism, xenophobia, and all forms of othering threaten our collective well-being, health, prosperity; and

WHEREAS, regardless of where we are born or how we identify, we are Emporians and our lives are interdependent. It is time to come together and build communities where every resident has the opportunity to thrive and contribute. By fostering a welcoming environment for all—regardless of immigration status, race, ethnicity, place of origin, English language proficiency, religion, income, gender, sexual orientation, differing abilities, age, and other factors—we enhance Emporia's health, economic prosperity, and well-being for current and future generations,

NOW, THEREFORE, I, Erren Harter, Mayor, of the City of Emporia do hereby proclaim the week of September 13th-22nd as

Welcoming Week

in Emporia and call on our residents to reach across lines of difference. I also call on business leaders, civic groups, government agencies, and community institutions to undertake their initiatives beyond Welcoming Week to make the region a more welcoming place for new and long-term residents alike.

On this 4th Day of September 2024

ATTEST:

Erren Harter, Mayor

Kerry Sull, City Clerk



PROCLAMATION

WHEREAS, more than 43 million Americans cannot read, write, or do basic math at above a third-grade level; and

WHEREAS, around 130 million adults in the U.S., or 54% of Americans between the ages of 16 and 74, read below the equivalent of a sixth-grade level; and

WHEREAS, A rise of just 1% in literacy scores leads to a 2.5% rise in labor productivity and a 1.5% rise in GDP; and

WHEREAS, Adult Education programs contribute to solving these challenges by helping Americans move along the continuum in their educational journey to achieve basic skills and get prepared for career and college; and

WHEREAS, Adult Education programs in high schools and adult schools, community colleges, and community centers offer low-cost, high-value programs that upgrade the skill set of our citizens; and

WHEREAS, Flint Hills Adult Education Center celebrates the National Adult Education and Family Literacy Week as a proud participant in the National Educate & Elevate Campaign which helps our citizens learn about all of their Adult Education options to attain their professional and personal goals.

NOW, THEREFORE, I, Erren Harter, Mayor of the City of Emporia hereby proclaim, September 15-21, 2024, as

National Adult Education & Family Literacy Week

in the Emporia

On this 4th Day of September 2024

ATTEST:

Erren Harter, Mayor

Kerry Sull, City Clerk



PROCLAMATION

WHEREAS, Hispanic Heritage Month is a month-long celebration to honor the rich culture, heritage, traditions, and contributions of Hispanics to the United States; and

WHEREAS, we recognize the significant impact Hispanic people have made and contributed to help shape our nation's history, economy, culture, and society; and

WHEREAS, the Hispanic community is driven by the American dream with a strong belief in upward mobility life improvements; and

WHEREAS, a result of their contributions to the arts, science, education, business, and politics, Hispanics have a strong presence in our nation; and

WHEREAS, Emporia's Hispanic population is 27.7%, the Hispanic community has contributed to the economic growth of our city, through their hard work and excellent work ethic; and

WHEREAS, the theme for Hispanic Heritage Month in 2024 is "Pioneers of Change: Shaping the Future Together". This theme is meant to capture the "spirit of innovation, resilience, and unity that define the Hispanic experience".

NOW, THEREFORE, I, Erren Harter, Mayor of the City of Emporia, do hereby proclaim the month of September 15 through October 15, 2024, as

HISPANIC HERITAGE MONTH

in Emporia and encourage all citizens to honor and celebrate the achievements of Hispanics throughout our history and community, and to educate society on the benefit of a diverse and inclusive world.

4th Day of September 2024

ATTEST:

Erren Harter, Mayor

Kerry Sull, City Clerk



PROCLAMATION

WHEREAS, libraries play a crucial role in the education and development of children, from storytimes for preschoolers to college and career planning for high schoolers, fostering literacy and a love of reading;

WHEREAS, libraries are welcoming and inclusive spaces for people of all backgrounds to learn together and engage with one another across cultural, ethnic, generational, and economic lines, strengthening the social fabric of the communities they serve;

WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all;

WHEREAS, libraries help people of all ages navigate the complexities of life, providing access to research, information, and government services that allow everyone to lead more productive and fulfilling lives;

WHEREAS, libraries contribute to a strong local economy by providing access to the technology and training that are critical to the success of jobseekers, entrepreneurs, and students;

WHEREAS, in times of crisis, libraries and library professionals play an invaluable role in supporting their communities both in person and virtually;

WHEREAS, the shared resources libraries offer reduce the number of items households buy and dispose of, providing a simple way to save money, conserve resources, and reduce waste;

WHEREAS, a library card sparks creativity and empowers all people to explore new passions and interests and pursue a path of lifelong learning;

WHEREAS, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all;

THEREFORE, BE IT RESOLVED, THAT, I, Erren Harter, Mayor of the City of Emporia do hereby proclaim the month of September as

Library Card Sign-up Month

in Emporia, Kansas, and encourage everyone to sign up for their own library card today.

On this 4th Day of September 2024

ATTEST:

Erren Harter, Mayor

Kerry Sull, City Clerk



Commission Action Report

Public Hearing & Approve Resolution No. 3703 for Revenue Neutral Rate

Title: Public Hearing & Approve Resolution No. 3738 for Revenue Neutral Rate

Agenda Date: September 4, 2024

Presented By: Janet Harrouff, Director of Finance

Background:

Per SB 13 and HB 2104, a public hearing must be held to allow taxpayers to speak without unreasonable restrictions.

Discussion:

The hearing notice was published in the Emporia Gazette on August 24, 2024, and posted on the City website.

The Revenue Neutral Rate (RNR) is 42.667. The publication allows the mill levy to be set at 45.104 mills or lower.

Financial considerations:

By adopting the resolution, the City can exceed the Revenue Neutral Rate.

Recommended action:

Conduct a Public Hearing and Approve Resolution No. 3738 for the RNR.

Attachments:

Resolution No. 3738

A RESOLUTION OF THE CITY OF EMPORIA, KANSAS TO LEVY A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE

WHEREAS, the Revenue Neutral Rate for the City of Emporia was calculated as 42.667 mills by the Lyon County Clerk; and

WHEREAS, the budget proposed by the Governing Body of the City of Emporia will require the levy of a property tax rate exceeding the Revenue Neutral Rate; and

WHEREAS, the Governing Body held a hearing on September 4, 2024, allowing all interested taxpayers desiring to be heard an opportunity to give oral testimony; and

WHEREAS, the Governing Body of the City of Emporia, having heard testimony, still finds it necessary to exceed the Revenue Neutral Rate.

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

The City of Emporia shall levy a property tax rate exceeding the Revenue Neutral Rate of 42.667 mills.

This resolution shall take effect and be in force immediately upon its adoption and shall remain in effect until future action is taken by the Governing Body.

ADOPTED by the Governing Body of the City of Emporia, Kansas this 4th day of September 2024.

Erren Harter, Mayor

ATTEST:

Kerry Sull, City Clerk

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING

2025

The governing body of
City of Emporia

will meet on September 4, 2024 at 11:00 a.m. at Civic Building, City Commission Meeting Room for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax.

Detailed budget information is available at City Manager's office and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2025 Expenditures and Amount of 2024 Ad Valorem Tax establish the maximum limits of the 2025 budget
Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2023		Current Year Estimate for 2024		Proposed Budget Year for 2025		
	Expenditures	Actual Tax Rate *	Expenditures	Actual Tax Rate *	Budget Authority for Expenditures	Amount of 2024 Ad Valorem Tax	Proposed Estimated Tax Rate *
General	27,255,102	29.210	28,316,632	29.731	33,479,986	7,336,138	31.100
Debt Service	2,174,917	10.143	1,102,850	9.741	6,222,319	2,122,944	9.000
Library	1,089,390	5.067	1,200,251	5.127	1,248,955	1,179,414	5.000
Industrial		0.006	1,185	0.005	26,162	1,030	0.004
Special Highway	990,250		906,737		973,594		
TGT	704,591		1,339,500		1,548,888		
Economic Sales Tax	1,079,541		1,476,000		1,934,727		
Special Alcohol	97,200		112,200		224,553		
Special Park	82,859		122,500		211,728		
Drug Forfeiture	55,496		22,840		47,044		
Water	13,350,189		10,249,461		10,835,446		
Wastewater	15,820,510		7,059,842		7,957,709		
Solid Waste	5,905,612		6,932,643		8,473,676		
Multi Year	4,225,568		4,069,092		5,972,930		
Non-Budgeted Funds-A	1,343,594						
Non-Budgeted Funds-B	29,205,372						
Non-Budgeted Funds-C	10,981						
Totals	103,391,173	44.426	62,911,733	44.604	79,157,717	10,639,526	45.104
Revenue Neutral Rate**							42.667
Less: Transfers	0		0		0		
Net Expenditure	103,391,173		62,911,733		79,157,717		
Total Tax Levied	8,829,078		9,858,409		xxxxxxxxxxxxxxxxxx		
Assessed							
Valuation	201,471,760		225,686,149		235,889,187		
Outstanding Indebtedness,							
January 1,	2022		2023		2024		
G.O. Bonds	18,050,000		21,635,000		27,170,000		
Revenue Bonds	0		0		0		
Other	28,416,657		29,201,537		44,150,121		
Lease Purchase Principal	0		0		0		
Total	46,466,657		50,836,537		71,320,121		

*Tax rates are expressed in mills
**Revenue Neutral Rate as defined by KSA 79-2988

Janet L Harrouff
City Official Title: Director of Finance

See Proof on Next
Page

The Emporia Gazette
109 W. 6th Ave
(620) 342-4800

I, Bettina Shank, of lawful age, being duly sworn upon oath, deposes and says that I am the Operations Manager of The Emporia Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Emporia, for the County of Lyon, in the state of Kansas, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:

Aug. 24, 2024

Notice ID: tknqvNNj4914nnGr40nx

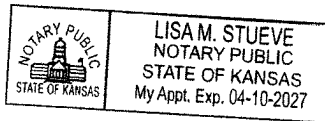
Notice Name: 2025 Budget Notice Publication

PUBLICATION FEE: \$91.25

Bettina Shank
Operations Manager

VERIFICATION

STATE OF KANSAS
COUNTY OF LYON



Signed or attested before me on this

27 day of August, A.D. 2024.
Lisa M. Stueve
Notary Public

The governing body of
City of Emuaria

will meet on September 4, 2024 at 11:00 a.m. at Civic Building, City Commission Meeting Room for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax.

Detailed budget information is available at City Manager's office and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2025 Expenditures and Amount of 2024 Ad Valorem Tax establish the maximum limits of the 2025 budget.
Estimated Tax Rate is subject to change depending on the final assessed valuation.

*Tax rates are expressed in mills
**Revenue Neutral Rate as defined by KSA 79-2988

Janet L. Harrouff
Official Title: Director of Finance



Commission Action Report

Public Hearing for 2024 Budget

Title: Public Hearing for 2025 Budget

Agenda Date: September 4, 2024

Presented By: Janet Harrouff, Director of Finance

Background:

K.S.A. 79-2925 to 79-2937 requires all municipalities to adopt an annual budget. These statutes also require the municipality to hold a public hearing between August 20 and September 20. The budget was published in the Emporia Gazette on Saturday, August 24, and on the City of Emporia website. The publication date is in compliance with the 10 days prior to the public hearing requirement.

Discussion:

The hearing is to allow taxpayers to speak without unreasonable restrictions about the 2025 Budget.

Financial considerations:

Recommended action:

Conduct Public Hearing for the 2025 Budget.

Attachments:

Public Hearing Notice
Affidavit of Publication

Column
AFFIDAVIT OF PUBLICATION

See Proof on Next
Page

The Emporia Gazette
109 W. 6th Ave
(620) 342-4800

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Aug. 24, 2024

Notice ID: tknqvNNj4914nnGr40nx

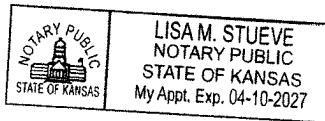
Notice Name: 2025 Budget Notice Publication

PUBLICATION FEE: \$91.25

Bettina Shank
Operations Manager

VERIFICATION

STATE OF KANSAS
COUNTY OF LYON



Signed or attested before me on this

27 day of August, A.D. 2024.
Lisa M. Stueve
Notary Public

**The governing body of
City of Emporia**

2029

will meet on September 4, 2024 at 11:00 a.m. at Civic Building, City Commission Meeting Room for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax.

Detailed budget information is available at City Manager's office and will be available at this hearing.

Proposed Budget 2025 Expenditures and Amount of 2024 Ad Valorem Tax establish the maximum limits of the 2025 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation.

*Tax rates are expressed in mills
**Revenue Neutral Rate as defined by KSA 79-2988

Janet L. Harrouff
Official Title: Director of Finance



Commission Action Report

Adopt the 2025 Budget

Title: Adopt the 2025 Budget

Agenda Date: September 4, 2024

Presented By: Janet Harrouff, Director of Finance

Background:

The 2025 budget has been worked on by staff and the commission since March when the Capital Improvement items were presented. Numerous discussions have been made to put together the 2025 budget and 5-year projections. The budget was published in the Emporia Gazette on August 24, 2024, and on the City's website.

Discussion:

The presented budget has a mill levy of 45.104. The coversheets for each budgeted fund and the Capital items are presented.

Financial considerations:

The 2025 budget needs to be approved in order to levy taxes and pay expenditures.

Recommended action:

Approve the 2025 budget and 5-year projections.

Attachments:

Cover sheets
Capital outlay items

2025	BUDGET YEAR	ADD 3.0% FOR	TOTAL	BUDGET	PREVIOUS	
	TAX	DELINQUENT	TAX	YEAR	YEAR	
FUND	REQUIREMENTS	TAXES	REQUIREMENT	LEVY	MILL LEVY	DIFFERENCE
GENERAL	\$7,122,464.00	\$213,673.92	\$7,336,137.92	31.100	29.731	-1.369
LIBRARY	\$1,145,061.65	\$34,351.85	\$1,179,413.50	5.000	5.127	0.127
INDUSTRIAL	\$1,000.00	\$30.00	\$1,030.00	0.004	0.005	0.000
BOND&INTEREST	\$2,061,111.00	\$61,833.33	\$2,122,944.33	9.000	9.741	0.741
TOTAL	\$10,329,636.65	\$309,889.10	\$10,639,525.75	45.104	44.604	-0.500
Assessed Valuation		235,889,187.00	Percentage Change of Mill Levy			-1.12%
	Prior Year Valuation	\$225,686,149.00				
	Delinquency %	0.0300				

5 year Budget	B&I Mill at 9				9/4/2024				
2024-2029	Mill Levy inc .5 45.104				8/26/24 4:28 PM				
Revenue Detail and Expenditure Summary									
GENERAL FUND									
	2022	2023	Budget	Budget	Budget	Budget	Budget	Budget	
	(Actual)	(Actual)	2024	2025	2026	2027	2028	2029	
Beginning Cash Balance	\$4,535,359	\$5,947,593	\$6,937,802	\$5,487,885	\$3,801,094	\$1,568,061	-\$1,120,689	-\$4,332,814	
REVENUE									
Ad Valorem Property Tax	\$4,996,386	\$5,588,068	\$6,379,892	\$7,122,464	\$7,336,138	\$7,556,222	\$7,782,909	\$8,016,396	
Sales Tax	\$9,382,028	\$9,765,670	\$9,765,669	\$9,960,982	\$10,160,202	\$10,363,406	\$10,570,674	\$10,782,088	
Franchise Tax	\$3,041,958	\$2,838,191	\$2,725,000	\$2,776,900	\$2,829,838	\$2,883,835	\$2,938,911	\$2,995,090	
Other Taxes	\$732,162	\$845,456	\$751,214	\$776,594	\$776,694	\$776,694	\$776,694	\$776,694	
Intergovernmental Taxes	\$313,974	\$308,881	\$328,309	\$338,838	\$349,790	\$361,162	\$372,971	\$385,233	
Licenses & Permits	\$385,058	\$270,454	\$277,250	\$276,850	\$276,600	\$276,600	\$276,600	\$276,600	
Charges for Services	\$2,123,416	\$2,323,864	\$2,273,200	\$2,272,700	\$2,246,400	\$2,246,400	\$2,246,400	\$2,246,400	
Fines & Fees	\$434,380	\$477,393	\$497,300	\$497,300	\$497,150	\$497,150	\$497,150	\$497,150	
Use of Property and Money	\$207,861	\$532,715	\$803,452	\$735,596	\$655,596	\$585,596	\$535,596	\$445,596	
Reimbursements	\$146,400	\$272,396	\$156,869	\$158,716	\$153,456	\$155,995	\$158,634	\$161,380	
Misc. Rev. - Administrative Transfers 16%	\$2,772,472	\$2,678,060	\$2,808,560	\$2,975,160	\$2,975,160	\$2,975,160	\$2,975,160	\$2,975,160	
Transfer	\$51,742	\$2,144,431	\$100,000	\$100,000	\$100,000	\$0	\$0	\$0	
Operating Revenues	\$190	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL RECEIPTS	\$24,588,027	\$28,045,579	\$26,866,715	\$27,992,100	\$28,357,024	\$28,678,219	\$29,131,699	\$29,557,787	
EXPENDITURES									
Administration	\$1,171,313	\$1,225,945	\$1,271,885	\$1,289,481	\$1,344,612	\$1,400,481	\$1,460,150	\$1,524,007	4.34%
Accounting/HR	\$332,167	\$415,680	\$524,277	\$546,815	\$568,420	\$589,653	\$612,695	\$636,579	1.84%
IT	\$328,184	\$384,747	\$527,680	\$549,439	\$562,690	\$576,718	\$591,306	\$606,478	1.85%
Communication	\$0	\$0	\$0	\$20,100	\$33,600	\$33,500	\$33,600	\$33,500	0.07%
Police	\$4,050,389	\$5,025,292	\$5,542,477	\$5,982,683	\$6,185,820	\$6,394,625	\$6,627,098	\$6,869,776	20.16%
Animal Control	\$163,592	\$219,124	\$257,029	\$286,836	\$294,472	\$302,350	\$310,478	\$318,866	0.97%
Fire	\$2,702,353	\$3,094,100	\$3,453,569	\$3,589,291	\$3,721,328	\$3,851,360	\$3,987,181	\$4,129,113	12.09%
EMS	\$3,118,095	\$3,427,168	\$3,964,092	\$4,176,290	\$4,372,238	\$4,330,986	\$4,537,778	\$4,738,370	14.07%
Building & Neighborhood Development	\$1,278,236	\$847,281	\$964,653	\$998,620	\$1,005,739	\$1,040,797	\$1,075,958	\$1,112,342	3.36%
Municipal Court	\$564,692	\$731,667	\$645,554	\$659,308	\$676,459	\$694,350	\$713,020	\$732,509	2.22%
Engineering	\$436,442	\$527,712	\$733,509	\$755,405	\$826,580	\$859,090	\$892,983	\$928,327	2.55%
Street	\$42,820	\$24,982	\$73,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	0.25%
Golf Course	\$811,805	\$848,727	\$1,068,066	\$1,112,186	\$1,085,970	\$1,246,691	\$1,238,585	\$1,175,075	3.75%
Park	\$1,047,889	\$1,420,143	\$1,657,715	\$1,826,107	\$1,872,104	\$1,895,568	\$1,967,688	\$2,028,671	6.15%
Zoo	\$632,613	\$765,103	\$872,079	\$938,591	\$990,241	\$986,552	\$1,012,981	\$1,040,587	3.16%
Civic Auditorium	\$940,869	\$991,507	\$1,184,281	\$1,225,556	\$1,249,019	\$1,275,689	\$1,303,412	\$1,330,243	4.13%
Shop	\$37,343	(\$7,098)	\$119,299	\$92,620	\$99,166	\$109,703	\$120,766	\$132,391	0.31%
Street Lighting	\$309,666	\$302,684	\$342,176	\$349,020	\$356,000	\$363,120	\$370,382	\$377,790	1.18%
Appropriations	\$138,078	\$262,845	\$288,000	\$311,500	\$308,000	\$308,000	\$308,000	\$308,000	1.05%
Airport	\$768,937	\$847,696	\$879,646	\$897,333	\$911,814	\$927,081	\$943,436	\$960,993	3.02%
Parking Facility	\$9,433	\$9,433	\$10,600	\$11,600	\$11,600	\$11,600	\$11,600	\$11,600	0.04%
Transfers - County Wide Sales Tax	\$3,112,240	\$3,371,272	\$3,349,517	\$3,416,507	\$3,484,837	\$3,554,534	\$3,625,625	\$3,698,137	11.51%
Transfer to Industrial Development Sales Tax	\$925,000	\$925,000	\$925,000	\$925,000	\$925,000	\$925,000	\$925,000	\$925,000	3.12%
Transfer to Equipment Reserve									0.00%
Transfer to Projects	\$560,000	\$2,030,000	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
Salary Contingency 3%	\$0	\$0	(\$337,471)	(\$356,397)	(\$370,653)	(\$385,479)	(\$400,899)	(\$416,935)	-1.20%
Outstanding PO's	(\$512,931)	(\$434,720)	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
Excess Carryover									0.00%
TOTAL EXPENDITURES	\$22,969,224	\$27,256,289	\$28,316,632	\$29,678,891	\$30,590,057	\$31,366,969	\$32,343,825	\$33,276,420	100.00%
Revenue less expenses	\$1,618,804	\$789,290	(\$1,449,917)	(\$1,686,791)	(\$2,233,033)	(\$2,688,750)	(\$3,212,125)	(\$3,718,634)	
Cash Basis Adjustments/Non-appropriated Balance	(\$206,570)	\$200,919	\$0	\$0	\$0	\$0	\$0	\$0	
Ending Cash Balance	\$5,947,593	\$6,937,802	\$5,487,885	\$3,801,094	\$1,568,061	(\$1,120,689)	(\$4,332,814)	(\$8,051,448)	

5 year Budget	B&I Mill at 9			9/4/2024				
2024-2029	Mill Levy inc .5 45.104			8/26/24 4:28 PM				
Revenue Detail and Expenditure Summary								
GENERAL FUND								
	2022	2023	Budget	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	2024	2025	2026	2027	2028	2029
Base for Reserve calculation	\$18,371,984	\$20,930,017	\$24,042,115	\$25,337,384	\$26,180,219	\$26,887,435	\$27,793,200	\$28,653,283
15% Reserve	\$2,755,798	\$3,139,503	\$3,606,317	\$3,800,608	\$3,927,033	\$4,033,115	\$4,168,980	\$4,297,992
Amount over 15% Reserve	\$3,191,795	\$3,798,299	\$1,881,568	\$486	(\$2,358,972)	(\$5,153,804)	(\$8,501,794)	(\$12,349,440)
Percentage	32.37%	33.15%	22.83%	15.00%	5.99%	-4.17%	-15.59%	-28.10%
RNR valuation 42.667								
Assessed Valuation 4.5% in 2025 3% each year								
Sales Tax 2% inc each year								
Multi Year Tax 2% inc								
Electric franchise fee 2% inc each year								
Gas Franchise Fee 2% in each year								
Admin fee capped for sewer - 16% other funds								
Expense Items								
Personnel services includes a 4% increase (merit, Retirement, annual)								
10% increase for health insurance								
Pep Reduced to 100,000								
No Rehab trf \$40,000								
3% vacancy rate								
Credit Card fees removed								

5 year Budget					9/4/2024			
2024-2029					8/26/24 4:28 PM			
Revenue Detail and Expenditure Summary								
Multi Year Fund								
	2022	2023	Budget	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	2024	2025	2026	2027	2028	2029
Beginning cash balance	\$3,304,127	\$3,060,011	\$2,995,998	\$2,426,423	\$0	(\$20,162)	(\$271,628)	(\$330,003)
Revenue								
Sales Tax	\$3,114,307	\$3,697,006	\$3,349,517	\$3,416,507	\$3,484,837	\$3,554,534	\$3,625,625	\$3,698,137
Interest	\$24,446	\$170,026	\$150,000	\$130,000	\$120,000	\$100,000	\$60,000	\$60,000
Misc revenue	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0
Accounts Receivable	\$0	(\$5,476)	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL RECEIPTS	\$3,138,753	\$4,161,557	\$3,499,517	\$3,546,507	\$3,604,837	\$3,654,534	\$3,685,625	\$3,758,137
EXPENDITURES								
Transfers to projects	\$0	\$50,000	\$206,000	\$200,000	\$0	\$0	\$0	\$0
Projects	\$3,382,869	\$4,175,570	\$3,863,092	\$5,772,930	\$3,625,000	\$3,906,000	\$3,744,000	\$2,739,000
TOTAL EXEPENDITURES	\$3,382,869	\$4,225,570	\$4,069,092	\$5,972,930	\$3,625,000	\$3,906,000	\$3,744,000	\$2,739,000
Revenue less Expenses	(\$244,116)	(\$64,013)	(\$569,575)	(\$2,426,423)	(\$20,163)	(\$251,466)	(\$58,375)	\$1,019,137
Ending Cash Balance	\$3,060,011	\$2,995,998	\$2,426,423	\$0	(\$20,162)	(\$271,628)	(\$330,003)	\$689,134

5 year Budget					09/04/2024			
2024-2029					8/26/24 4:28 PM			
Revenue Detail and Expenditure Summary								
LIBRARY FUND								
	2022	2023	Budget	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	2024	2025	2026	2027	2028	2029
Beginning Cash Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REVENUE								
Ad Valorem Property Tax	\$896,105	\$969,414	\$1,100,165	\$1,145,062	\$1,179,383	\$1,214,735	\$1,251,147	\$1,275,434
Back Tax Collection	\$21,052	\$27,910	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Motor Vehicle Tax	\$90,694	\$101,488	\$96,398	\$100,229	\$100,229	\$100,229	\$100,229	\$100,229
Recreational Vehicle Tax	\$1,113	\$1,119	\$1,180	\$1,156	\$1,156	\$1,156	\$1,156	\$1,156
AdValorem Tax Reduction	(\$9,766)	(\$10,541)	(\$12,492)	(\$12,492)	(\$12,492)	(\$12,492)	(\$12,492)	(\$12,492)
General Fund Contribution								
TOTAL RECEIPTS	\$999,198	\$1,089,390	\$1,200,251	\$1,248,955	\$1,283,276	\$1,318,628	\$1,355,040	\$1,379,327
EXPENDITURES								
Misc Projects								
Appropriation	\$999,198	\$1,089,390	\$1,200,251	\$1,248,955	\$1,283,276	\$1,318,628	\$1,355,040	\$1,379,327
TOTAL EXPENDITURES	\$999,198	\$1,089,390	\$1,200,251	\$1,248,955	\$1,283,276	\$1,318,628	\$1,355,040	\$1,379,327
Ending Cash Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

5 year Budget					9/4/2024			
2024-2029					8/26/24 4:28 PM			
Revenue Detail and Expenditure Summary								
Transient Guest Tax								
	2022	2023	Budget	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	2024	2025	2026	2027	2028	2029
Beginning Cash Balance	\$669,123	\$830,802	\$1,019,063	\$588,887	\$408,887	\$368,887	\$428,887	\$508,887
REVENUE								
Transient Guest Tax	\$771,864	\$851,750	\$889,324	\$950,000	\$950,000	\$950,000	\$950,000	\$950,000
Interest on Investment	\$4,091	\$31,630	\$20,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Fence Rental	\$7,999	\$9,194	\$0	\$0	\$0	\$0	\$0	\$0
Misc	\$50,630	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Accounts Receivable - Fence Rental	\$12,368	\$279						
TOTAL RECEIPTS	\$846,953	\$892,853	\$909,324	\$960,000	\$960,000	\$960,000	\$960,000	\$960,000
EXPENDITURES								
CVB Appropriation	\$365,000	\$385,000	\$462,000	\$480,000	\$480,000	\$480,000	\$480,000	\$480,000
Trusler Sports Complex	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City cost associated with events	\$30,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
Civic Auditorium improvements	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Disc Golf course maintenance & Employee		\$0	\$100,000	\$100,000	\$100,000			
Red Rock's Appropriation	\$7,500	\$7,500	\$7,500	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
ESU Welch Stadium		\$0	\$400,000					
Emporia Main Street	\$56,250	\$100,000	\$95,000	\$95,000	\$95,000	\$95,000	\$95,000	\$95,000
Emporia Arts Council Support	\$10,000	\$10,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Emporia Granada	\$20,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Lifetime - Biking Event	\$15,000	\$15,000	\$15,000	\$20,000	\$20,000	\$20,000		
DDO	\$25,000	\$25,000	\$20,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Disc Golf World Event	\$20,000		\$40,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Kansas Free for Arts (Halfway to Every	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Imaginarium				\$45,000	\$25,000	\$25,000	\$25,000	\$25,000
National Teachers Hall of Fame				\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Hispanics of Today and Tomorrow				\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Marketing money (Mainstreet & Visit Emporia)				\$120,000				
Jones Disc Golf Course Improvements	\$55,529	\$0	\$30,000					
Hammond Park Crossings		\$21,528	\$0					
Miscellaneous	\$10,995	\$563	\$0	\$0	\$0	\$0	\$0	\$0
Special Projects		\$0	\$0					
TOTAL EXPENDITURES	\$685,274	\$704,591	\$1,339,500	\$1,140,000	\$1,000,000	\$900,000	\$880,000	\$880,000
Ending Cash Balance	\$830,802	\$1,019,063	\$588,887	\$408,887	\$368,887	\$428,887	\$508,887	\$588,887
25% reserve of revenue			\$227,331	\$240,000	\$240,000	\$240,000	\$240,000	\$240,000
Transient Guest Tax Receipts	2020	2021	2022	2023	2024	2025 Projection		
1ST QUARTER-JANUARY	\$193,559.51	\$105,764.76	\$184,682.75	\$217,964.96	\$208,253.00	\$238,003.00		
2ND QUARTER-APRIL	\$132,542.30	\$135,567.13	\$143,987.80	\$170,824.51	\$163,048.00	\$186,341.00		
3RD QUARTER-JULY	\$80,649.41	\$192,642.58	\$223,905.58	\$232,566.63	\$298,395.94	\$265,790.43		
4TH QUARTER-OCTOBER	\$151,949.08	\$200,102.99	\$219,288.14	\$230,393.63	\$263,307.01	\$263,307.01		
TOTAL	\$558,700.30	\$634,077.46	\$771,864.27	\$851,749.73	\$933,003.95	\$953,441.44		
	\$45,010 in late pmts	\$63,375 in late pmts						
Increased bed tax to 7% in January 2017		Changes			2025			
Increased bed tax to 8% in April 2024		Extended DDO World event to all years			20,000			
		DDO increased to \$50,000 for all years			50,000			
		Increased Imaginarium			45,000			

5 year Budget								
2024-2029					9/4/2024			
Revenue Detail and Expenditure Summary					8/26/24 4:28 PM			
INDUSTRIAL FUND								
	2022	2023	Budget	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	2024	2025	2026	2027	2028	2029
Beginning Cash Balance	\$19,923	\$21,250	\$23,446	\$24,265	\$24,977	\$25,488	\$25,999	\$26,511
REVENUE								
Ad Valorem Property Tax	\$1,078	\$1,148	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Back Tax Collections	\$26	\$34	\$21	\$21	\$21	\$21	\$21	\$21
Motor Vehicle Tax	\$111	\$123	\$99	\$91	\$91	\$91	\$91	\$91
Ad Valorem Tax Reduction	(\$12)	(\$13)	(\$16)	(\$16)	(\$16)	(\$16)	(\$16)	(\$16)
Interest on Investment	\$124	\$903	\$900	\$800	\$600	\$600	\$600	\$600
Miscellaneous								
TOTAL RECEIPTS	\$1,327	\$2,196	\$2,004	\$1,896	\$1,696	\$1,696	\$1,696	\$1,696
EXPENDITURES								
Travel Expense & Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RDA Appropriation								
Contractual Services	\$0	\$0	\$1,185	\$1,185	\$1,185	\$1,185	\$1,185	\$1,185
Special Projects and Reserve Funds		\$0	\$0					
TOTAL EXPENDITURES	\$0	\$0	\$1,185	\$1,185	\$1,185	\$1,185	\$1,185	\$1,185
Ending Cash Balance	\$21,250	\$23,446	\$24,265	\$24,977	\$25,488	\$25,999	\$26,511	\$27,022

5 year Budget					09/04/24				
2024-2029					8/26/24 16:28				
Revenue Detail and Expenditure Summary									
Economic Sales Tax									
	2022	2023	Budget	Budget	Budget	Budget	Budget	Budget	
	(Actual)	(Actual)	2024	2025	2026	2027	2028	2029	
Beginning Cash Balance	\$247,081	\$1,423,876	\$1,319,821	\$989,728	\$967,536	\$910,344	\$848,152	\$785,960	
Revenue:									
Sales Tax Receipts	\$925,000	\$925,000	\$925,000	\$925,000	\$925,000	\$925,000	\$925,000	\$925,000	
Interest Income	\$5,236	\$49,299	\$25,000	\$20,000	\$20,000	\$15,000	\$15,000	\$15,000	
Sales of Bonds	\$1,000,000								
Miscellaneous	100,000	1,188.00	195,906.15	0.00	0.00	0.00	0.00	0.00	
RDA returned money									
Total Revenue	\$2,030,236	\$975,487	\$1,145,906	\$945,000	\$945,000	\$940,000	\$940,000	\$940,000	
Expense:									
Appropriation to the RDA	\$350,000	\$350,000	\$400,000	\$386,192	\$386,192	\$386,192	\$386,192	\$386,192	
Emporia Enterprises	\$25,000	\$35,000	\$35,000	\$0	\$35,000	\$35,000	\$35,000	\$35,000	
Main Street			45,000	45,000	45,000	45,000	45,000	45,000	
Dynamic Brewing LLC			500,000						
Flint Hills Tech College				100,000	100,000	100,000	100,000	100,000	
Miscellaneous	\$7,500	\$9,000	\$0	\$0	\$0	\$0	\$0	\$0	
Transfer to Project	\$120,941	\$59,963							
Water Tower Pmt & Land Purch	\$350,000	\$436,000	\$436,000	\$436,000	\$436,000	\$436,000	\$436,000	\$436,000	
Simmons Discount		189,579							
RDA Structure consultant			60,000.00						
Excess Carryover		0	0.00						
Total Expenses	\$853,441	\$1,079,542	\$1,476,000	\$967,192	\$1,002,192	\$1,002,192	\$1,002,192	\$1,002,192	
Ending Cash Balance	\$1,423,876	\$1,319,821	\$989,728	\$967,536	\$910,344	\$848,152	\$785,960	\$723,768	
Main Street Allocation \$45,000									
Land Purchase Bond Pmt \$86,000									
Changes	2024	2025							
Removed Emporia Enterprise alloc		(35,000.00)							
Money Rec for Sale of REG prop	195,906.00								
\$350,000 water line & tower pmt pays off in 2033									
\$86,000 Smoot's land pays off in 2038									

5 year Budget						9/4/2024				
2024-2029						8/26/24 4:28 PM				
Revenue Detail and Expenditure Summary										
SPECIAL ALCOHOL FUND										
	2021	2022	2023	Budget	Budget	Budget	Budget	Budget	Budget	
	(Actual)	(Actual)	(Actual)	2024	2025	2026	2027	2028	2029	
Beginning Cash Balance	\$73,442	\$89,339	\$103,198	\$120,433	\$116,893	\$80,153	\$66,413	\$52,173	\$37,933	
REVENUE										
Private Club Liquor Tax	\$86,358	\$100,043	\$110,168	\$104,660	\$104,660	\$104,660	\$104,660	\$104,660	\$104,660	
Interest on Investment	\$40	\$565	\$4,267	\$4,000	\$3,000	\$1,000	\$500	\$500	\$500	
TOTAL RECEIPTS	\$86,397	\$100,609	\$114,435	\$108,660	\$107,660	\$105,660	\$105,160	\$105,160	\$105,160	
EXPENDITURES										
Appropriations	\$70,500	\$86,750	\$97,200	\$112,200	\$144,400	\$119,400	\$119,400	\$119,400	\$119,400	
Special Projects			\$0	\$0						
TOTAL EXPENDITURES	\$70,500	\$86,750	\$97,200	\$112,200	\$144,400	\$119,400	\$119,400	\$119,400	\$119,400	
Ending Cash Balance	\$89,339	\$103,198	\$120,433	\$116,893	\$80,153	\$66,413	\$52,173	\$37,933	\$23,693	
Appropriations	Received in 2021	Receive in 2022	Receive in 2023	Receive in 2024	Requested for 2025	Receive in 2025				
Cross Winds	\$15,000	\$15,000	\$15,000	\$20,000	\$20,000	\$20,000				
Corner House	\$48,750	\$75,000	\$75,000	\$85,000	\$100,000	\$85,000				
Emporia State University	\$6,750	\$6,750	\$7,200	\$7,200	\$7,200	\$7,200				
FHTC Mental Health Licensed Therapist					\$7,200	\$7,200				
Crosswinds Building match						\$25,000				
Empower House Ministries			\$0	\$0	\$7,000					
Total	\$70,500	\$96,750	\$97,200	\$112,200	\$141,400	\$144,400				
Receipts	2020	2021	2022	2023	2024					
1ST QUARTER - MARCH	\$22,675.47	\$17,214.78	\$23,976.09	\$25,545.75	\$26,804.33					
2ND QUARTER - JUNE	\$21,661.91	\$18,634.03	\$22,129.19	\$26,129.12	\$26,489.58					
3RD QUARTER - SEPTEMBER	\$7,881.01	\$25,844.73	\$28,544.72	\$31,037.27						
4TH QUARTER - DECEMBER	\$14,069.40	\$24,664.21	\$25,393.46	\$27,455.87						
TOTAL	\$66,287.79	\$86,357.75	\$100,043.46	\$110,168.01	\$53,293.91					
Changes	2025									
Added FHTC Licensed Therapist	7,200									
Added Crosswinds Building match	25,000									

5 year Budget						9/4/2024			
2024-2029						8/26/24 4:28 PM			
Revenue Detail and Expenditure Summary									
SPECIAL PARKS & RECREATION									
	2021	2022	2023	Budget	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	(Actual)	2024	2025	2026	2027	2028	2029
Beginning Cash Balance	\$117,931	\$188,630	\$83,362	\$115,908	\$103,068	\$61,478	\$33,638	\$42,248	\$119,908
REVENUE									
Private Club Liquor Tax	\$86,358	\$100,043	\$110,168	\$104,660	\$104,660	\$104,660	\$104,660	\$104,660	\$104,660
Donations& Grants	\$4,267	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lake Kahola Proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trf from projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest on Investment	\$74	\$598	\$5,237	\$5,000	\$4,000	\$500	\$500	\$500	\$500
TOTAL RECEIPTS	\$90,698	\$100,642	\$115,405	\$109,660	\$108,660	\$105,160	\$105,160	\$105,160	\$105,160
EXPENDITURES									
Maintenance & Repair	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Commodities	\$0	\$14,330	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Municipal Band Allocation	\$0	\$10,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Capital Outlay	\$0	\$84,868	\$67,859	\$107,500	\$135,250	\$118,000	\$81,550	\$12,500	\$0
Contractual Services	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transfer to Project Accounts	\$0	\$96,711	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Special Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$20,000	\$205,909	\$82,859	\$122,500	\$150,250	\$133,000	\$96,550	\$27,500	\$15,000
Ending Cash Balance	\$188,630	\$83,362	\$115,908	\$103,068	\$61,478	\$33,638	\$42,248	\$119,908	\$210,068
Receipts	2020	2021	2022	2023	2024				
1ST QUARTER - MARCH	\$22,675	\$17,215	\$23,976	\$25,546	\$26,804				
2ND QUARTER - JUNE	\$22,612	\$18,634	\$22,129	\$26,129	\$26,490				
3RD QUARTER - SEPTEMBER	\$7,881	\$25,845	\$28,545	\$31,037					
4TH QUARTER - DECEMBER	\$14,069	\$24,664	\$25,393	\$27,456					
TOTAL	\$67,237	\$86,358	\$100,043	\$110,168	\$53,294				
Municipal Band requested \$15,000									
Changes									
Moved two Capital items back one year									

5 year Budget								
2024-2029					9/4/2024			
Revenue Detail and Expenditure Summary								
SPECIAL STREET FUND								
	2022	2023	Budget	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	2024	2025	2026	2027	2028	2029
Beginning Cash Balance	\$517,459	\$289,140	\$179,135	\$113,211	\$24,393	(\$97,844)	(\$253,035)	(\$439,838)
REVENUE								
Gasoline Tax	\$655,837	\$648,358	\$645,000	\$665,570	\$665,570	\$665,570	\$665,570	\$665,570
Special City-County Tax	\$77,404	\$79,800	\$79,813	\$79,813	\$79,813	\$79,813	\$79,813	\$79,813
Damages- Storm	\$23,089	\$28,423	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Interest on Investment	\$2,490	\$11,772	\$11,000	\$10,000	\$5,000	\$2,000	\$2,000	\$2,000
Transfer of Funds	\$0	\$111,664	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Sale of Salvage	\$33	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$4,497	\$228	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL RECEIPTS	\$763,350	\$880,245	\$840,813	\$860,383	\$855,383	\$852,383	\$852,383	\$852,383
EXPENDITURES								
Personnel Services	\$636,316	\$684,955	\$602,145	\$634,288	\$659,573	\$685,869	\$713,217	\$741,659
Vacancy	\$0	\$0	(\$11,518)	(\$12,147)	(\$12,633)	(\$13,138)	(\$13,663)	(\$14,210)
Maintenance & Repair	\$103,127	\$112,513	\$132,870	\$131,870	\$131,870	\$131,870	\$131,870	\$131,870
Commodities	\$109,968	\$108,252	\$135,350	\$154,350	\$154,350	\$154,350	\$154,350	\$154,350
Other Charges	\$38,629	(\$19,694)	(\$44,860)	(\$41,712)	(\$38,091)	(\$33,927)	(\$29,138)	(\$23,632)
Capital Outlay	\$14,875	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transfers Lease payments	\$0	\$5,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Utilities	\$27,951	\$22,712	\$17,750	\$5,750	\$5,750	\$5,750	\$5,750	\$5,750
Communications	\$1,464	\$1,695	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700
Training & Travel	\$8,784	\$13,778	\$10,500	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000
Contractual Services	\$43,212	\$36,614	\$36,800	\$41,100	\$41,100	\$41,100	\$41,100	\$41,100
Outstanding PO's		\$28,764						
Excess Carryover		\$0	\$0					
Audit Adjustments	\$7,343	(\$4,339)	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$991,669	\$990,249	\$906,737	\$949,200	\$977,620	\$1,007,574	\$1,039,185	\$1,072,587
Net Change in Cash	(\$228,319)	(\$110,004)	(\$65,925)	(\$88,817)	(\$122,237)	(\$155,192)	(\$186,802)	(\$220,204)
Ending Cash Balance	\$289,140	\$179,135	\$113,211	\$24,393	(\$97,844)	(\$253,035)	(\$439,838)	(\$660,042)
Receipts								
	2021	2022	2023	2024				
1st Quarter - Jan Payment	\$161,595	\$167,558	\$167,413	\$159,680				
2nd Quarter - April Payment	\$149,246	\$157,106	\$149,530	\$151,744				
Extra Payment - June	\$54,672							
3rd Quarter - July Payment	\$172,643	\$166,060	\$166,506	\$174,866				
4th Quarter - Oct Payment	\$174,419	\$165,113	\$164,910					
Total	\$712,575	\$655,837	\$648,358	\$486,290				

City of Emporia, Kansas					09/04/2024			
5 year Budget					8/26/24 4:28 PM			
2024-2029								
Revenue Detail and Expenditure Summary								
DRUG FORFEITURES								
	2022	2023	Budget	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	2024	2025	2026	2027	2028	2029
Beginning Cash Balance	\$69,301	\$83,821	\$35,885	\$40,045	\$42,045	\$44,045	\$46,045	\$48,045
REVENUE								
Receipts from Drug Forfeitures	\$52,650	\$4,970	\$25,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Interest on Investment	\$487	\$2,591	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Audit Adjustment								
TOTAL RECEIPTS	\$53,136	\$7,561	\$27,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000
EXPENDITURES								
Maintenance & Repair	\$11,895	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Commodities	\$23,264	\$3,921	\$12,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Capital Outlay	\$0	\$0	\$10,500	\$0	\$0	\$0	\$0	\$0
Communications	\$0	\$101	\$340	\$0	\$0	\$0	\$0	\$0
Other Charges		\$51,324	\$0	\$0	\$0	\$0	\$0	\$0
Other Contractual	\$3,459	\$150	\$0	\$0	\$0	\$0	\$0	\$0
Excess Carryover	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$38,617	\$55,497	\$22,840	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Ending Cash Balance	\$83,821	\$35,885	\$40,045	\$42,045	\$44,045	\$46,045	\$48,045	\$50,045

City of Emporia, Kansas	Mil levy at 9				9/4/2024				
5 year Budget					8/26/24 4:28 PM				
2024-2029									
Revenue Detail and Expenditure Summary									
BOND & INTEREST FUND									
	2022	2023	Budget	Budget	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	2024	2025	2026	2027	2028	2029	2030
Beginning Cash Balance	\$1,340,017	\$1,986,997	\$2,358,483	\$3,765,846	\$5,098,219	\$4,947,686	\$4,086,971	\$3,189,273	\$2,287,691
REVENUE									
Ad Valorem Property Tax	\$1,794,007	\$1,954,979	\$2,090,214	\$2,061,111	\$2,217,644	\$2,284,112	\$2,352,728	\$2,423,245	\$2,308,143
Back Tax Collection	\$42,618	\$56,415	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
Special Assessments	\$82,354	\$68,913	\$35,302	\$35,301	\$35,302	\$35,302	\$35,302	\$35,302	
Motor Vehicle Tax	\$181,798	\$188,754	\$192,974	\$190,424	\$190,424	\$190,424	\$190,424	\$190,424	\$190,424
Recreational Vehicles	\$2,228	\$2,240	\$2,363	\$2,197	\$2,197	\$2,197	\$2,197	\$2,197	\$2,197
Ad Valorem Tax Reduction	-\$19,552	-\$21,102	-\$22,000	-\$22,000	-\$22,000	-\$22,000	-\$22,000	-\$22,000	-\$22,000
Interest on Investment	\$11,808	\$112,690	\$120,000	\$100,000	\$50,000	\$30,000	\$30,000	\$10,000	\$2,000
Recreation Center - Ball Diamond	\$47,700	\$46,350	\$0	\$0					
Recreation Center - Fitness Room	\$50,960	\$51,200	\$51,360	\$49,440					
Sales of Bonds	\$3,666,943								
Miscellaneous	\$31	\$0	\$0	\$0	\$0	\$0			
Transfer of Funds from Project Accounts	\$97,528	\$85,963	\$0	\$0	\$0				
TOTAL RECEIPTS	\$5,958,424	\$2,546,402	\$2,510,213	\$2,456,473	\$2,513,567	\$2,560,035	\$2,628,651	\$2,679,168	\$2,520,764
EXPENDITURES									
Principal	\$1,440,000	\$1,895,000	\$875,000	\$929,000	\$2,499,000	\$3,279,000	\$3,409,000	\$3,481,000	\$3,856,802
Interest Coupons	\$204,500	\$279,917	\$227,850	\$195,100	\$165,100	\$141,750	\$117,350	\$99,750	\$83,650
Transfer to project funds	\$3,666,943								
Excess Carryover		\$0	\$0						
TOTAL EXPENDITURES	\$5,311,443	\$2,174,917	\$1,102,850	\$1,124,100	\$2,664,100	\$3,420,750	\$3,526,350	\$3,580,750	\$3,940,452
Ending Cash Balance	\$1,986,997	\$2,358,483	\$3,765,846	\$5,098,219	\$4,947,686	\$4,086,971	\$3,189,273	\$2,287,691	\$868,002

City of Emporia, Kansas				09/04/2024				
5 year Budget				8/26/24 4:28 PM				
2024-2029								
Revenue Detail and Expenditure Summary								
WATER FUND								
	2022	2023	Budget	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	2024	2025	2026	2027	2028	2029
BEGINNING CASH	\$3,246,905	\$2,452,274	\$830,591	\$357,845	\$251,169	(\$813,200)	(\$1,999,757)	(\$3,096,355)
REVENUE								
Sale of Water	\$6,884,339	\$7,718,770	\$9,100,000	\$9,100,000	\$9,100,000	\$9,100,000	\$9,100,000	\$9,100,000
Burns & Mac's Rate Recommended Rate Inc 8.5%				\$773,500	\$773,500	\$773,500	\$773,500	\$773,500
Service Charge	\$103,029	\$94,666	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Penalties	\$93,424	\$89,725	\$92,000	\$92,000	\$92,000	\$92,000	\$92,000	\$92,000
Sale of Salvage	\$0	\$100	\$11,800	\$0	\$0	\$0	\$0	\$0
Reimbursed Expense	\$2,875	\$27,512	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Interest on Investment	\$20,504	\$102,130	\$55,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
Sale of Bonds	\$1,550,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trf from Industrial Development Sales Tax fund	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000
Non Operating Revenue	\$2,530,077	\$3,337,786	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$11,978	\$7,818	\$47,915	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100
TOTAL RECEIPTS	\$11,546,226	\$11,728,506	\$9,776,715	\$10,477,600	\$10,477,600	\$10,477,600	\$10,477,600	\$10,477,600
EXPENDITURES								
Personnel Services	\$1,105,419	\$1,174,831	\$1,431,053	\$1,502,807	\$1,563,516	\$1,625,922	\$1,690,825	\$1,758,324
Vacancy	\$0	\$0	(\$27,521)	(\$28,910)	(\$30,067)	(\$31,269)	(\$32,520)	(\$33,821)
Maintenance & Repair	\$1,117,122	\$2,021,183	\$949,400	\$1,110,400	\$1,110,400	\$1,110,400	\$1,110,400	\$1,110,400
Commodities	\$1,452,142	\$1,755,240	\$1,438,850	\$1,769,350	\$1,754,850	\$1,754,850	\$1,754,850	\$1,754,850
Other Charges	\$272,294	\$375,064	\$363,120	\$340,260	\$350,644	\$362,066	\$374,631	\$388,452
Industrial Discount			\$320,000	\$320,000	\$320,000	\$320,000	\$320,000	\$320,000
Capital Outlay	\$119,123	\$0	\$860,000	\$415,000	\$288,000	\$200,000	\$0	\$300,000
Debt Payment	\$1,497,567	\$1,733,972	\$1,653,139	\$1,635,939	\$2,631,466	\$2,734,967	\$2,732,341	\$2,732,341
Stock	\$49,206	\$32,154	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Transfer to Project Account	\$4,102,675	\$3,399,286	\$0	\$0	\$0	\$0	\$0	\$0
Utilities	\$718,905	\$664,956	\$629,600	\$712,100	\$712,100	\$712,100	\$712,100	\$712,100
Communications	\$28,025	\$28,074	\$44,700	\$44,700	\$44,700	\$44,700	\$44,700	\$44,700
Travel & Training	\$10,383	\$25,027	\$16,200	\$22,500	\$22,500	\$22,500	\$22,500	\$22,500
Contractual Services	\$828,471	\$767,036	\$1,284,000	\$1,329,450	\$1,363,179	\$1,397,240	\$1,433,691	\$1,471,588
Administrative Fee 16%	\$1,131,081	\$1,086,178	\$1,281,920	\$1,405,680	\$1,405,680	\$1,405,680	\$1,405,680	\$1,405,680
Change in Liabilities	(\$91,557)	\$287,187	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$12,340,857	\$13,350,189	\$10,249,461	\$10,584,277	\$11,541,968	\$11,664,157	\$11,574,198	\$11,992,115
NET CHANGE IN CASH	(\$794,631)	(\$1,621,683)	(\$472,746)	(\$106,677)	(\$1,064,368)	(\$1,186,557)	(\$1,096,598)	(\$1,514,515)
ENDING CASH	\$2,452,274	\$830,591	\$357,845	\$251,169	(\$813,200)	(\$1,999,757)	(\$3,096,355)	(\$4,610,870)
Base for reserve calculation	\$12,221,733	\$13,350,189	\$9,389,461	\$10,169,277	\$11,253,968	\$11,464,157	\$11,574,198	\$11,692,115
20% reserve amount	\$2,444,347	\$2,670,038	\$1,877,892	\$2,033,855	\$2,250,794	\$2,292,831	\$2,314,840	\$2,338,423
Amount over 20% reserve	\$7,927	(\$1,839,447)	(\$1,520,047)	(\$1,782,686)	(\$3,063,993)	(\$4,292,588)	(\$5,411,195)	(\$6,949,293)
Percent	20.06%	6.22%	3.81%	2.47%	-7.23%	-17.44%	-26.75%	-39.44%

City of Emporia, Kansas				9/4/2024				
5 year Budget				8/26/24 4:28 PM				
2024-2029								
WASTE WATER FUND								
	2022	2023	Budget	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	2024	2025	2026	2027	2028	2029
BEGINNING CASH	\$2,351,302	\$2,087,628	\$1,029,529	\$726,707	\$407,132	(\$371,276)	(\$1,012,686)	(\$2,109,970)
REVENUE								
Sales/Charges	\$6,126,631	\$6,169,657	\$6,400,000	\$7,040,000	\$7,040,000	\$7,040,000	\$7,040,000	\$7,040,000
Extra Strength Surcharge	\$159,751	\$171,000	\$166,000	\$155,000	\$155,000	\$155,000	\$155,000	\$155,000
Interest on Investment	\$13,582	\$80,398	\$40,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
New system Taps	\$200	\$4,600	\$2,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Sale of Bonds	\$1,430,000	\$6,533,733	\$0	\$0	\$0	\$0	\$0	\$0
Non Operating	\$0	\$581,934	\$135,920	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$252,510	\$1,221,088	\$13,100	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
TOTAL RECEIPTS	\$7,982,674	\$14,762,411	\$6,757,020	\$7,231,000	\$7,231,000	\$7,231,000	\$7,231,000	\$7,231,000
EXPENDITURES								
Personnel Services	\$1,175,739	\$1,287,455	\$1,361,483	\$1,428,111	\$1,484,467	\$1,543,676	\$1,605,254	\$1,669,294
Vacancy	\$0	\$0	(\$25,138)	(\$25,290)	(\$26,302)	(\$27,354)	(\$28,448)	(\$29,586)
Maintenance & Repair	\$806,160	\$595,473	\$540,800	\$637,500	\$637,500	\$637,500	\$637,500	\$637,500
Commodities	\$424,402	\$427,896	\$478,100	\$493,100	\$493,100	\$493,100	\$493,100	\$493,100
Other Charges	\$170,417	\$291,139	\$181,785	\$161,113	\$176,152	\$193,447	\$213,337	\$236,210
Capital Outlay	\$20,509	\$578,247	\$90,000	\$400,000	\$795,000	\$575,000	\$900,000	\$400,000
Debt Payment	\$2,681,379	\$2,843,772	\$2,722,292	\$2,767,241	\$2,758,691	\$2,765,241	\$2,813,741	\$2,822,741
Transfer to Project fund	\$1,602,732	\$8,320,208	\$135,920	\$0	\$0	\$0	\$0	\$0
Utilities	\$615,809	\$570,015	\$650,500	\$651,500	\$651,500	\$651,500	\$651,500	\$651,500
Communications	\$21,505	\$21,816	\$30,800	\$31,000	\$31,000	\$31,000	\$31,000	\$31,000
Travel & Training	\$13,845	\$15,084	\$12,000	\$15,500	\$15,500	\$15,500	\$15,500	\$15,500
Contractual Services	\$375,405	\$211,120	\$271,300	\$380,800	\$382,800	\$383,800	\$385,800	\$387,800
Administrative Fee Flat	\$610,000	\$610,000	\$610,000	\$610,000	\$610,000	\$610,000	\$610,000	\$610,000
Change in Liabilities	(\$271,552)	\$48,284	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$8,246,349	\$15,820,510	\$7,059,842	\$7,550,574	\$8,009,408	\$7,872,410	\$8,328,283	\$7,925,059
NET CHANGE IN CASH	(\$263,675)	(\$1,058,099)	(\$302,822)	(\$319,574)	(\$778,408)	(\$641,410)	(\$1,097,283)	(\$694,059)
ENDING CASH	\$2,087,628	\$1,029,529	\$726,707	\$407,132	(\$371,276)	(\$1,012,686)	(\$2,109,970)	(\$2,804,029)
Base for reserve calculation	\$8,225,840	\$15,242,263	\$6,969,842	\$7,150,574	\$7,214,408	\$7,297,410	\$7,428,283	\$7,525,059
20% Cash Reserve amount	\$1,645,168	\$3,048,453	\$1,393,968	\$1,430,115	\$1,442,882	\$1,459,482	\$1,485,657	\$1,505,012
Amount over 20% Cash Reserve	\$442,460	(\$2,018,924)	(\$667,262)	(\$1,022,983)	(\$1,814,157)	(\$2,472,168)	(\$3,595,626)	(\$4,309,041)
Percentage	25.38%	6.75%	10.43%	5.69%	-5.15%	-13.88%	-28.40%	-37.26%

City of Emporia, Kansas					9/4/2024			
5 year Budget					8/26/24 4:28 PM			
2024-2029								
SOLID WASTE DISPOSAL FUND								
	2022	2023	Budget	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	2024	2025	2026	2027	2028	2029
BEGINNING CASH	\$4,264,678	\$3,811,773	\$3,650,803	\$2,347,675	\$577,705	(\$1,320,336)	(\$3,380,518)	(\$5,627,721)
REVENUE								
Refuse Collection Fees	\$2,971,094	\$3,004,195	\$3,000,000	\$3,300,000	\$3,300,000	\$3,300,000	\$3,300,000	\$3,300,000
Loss on Sale of Assets	\$0	\$0	\$18,515	\$0	\$0	\$0	\$0	\$0
Interest on Investments	\$26,458	\$150,996	\$140,000	\$120,000	\$100,000	\$100,000	\$100,000	\$100,000
Resale of Recyclables	\$201,913	\$84,117	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000
Box Container Fees	\$2,063,528	\$1,868,989	\$1,830,000	\$2,013,000	\$2,013,000	\$2,013,000	\$2,013,000	\$2,013,000
Landfill Fees	\$562,540	\$611,254	\$544,000	\$597,500	\$597,500	\$597,500	\$597,500	\$597,500
Transfers	\$0	\$19,428	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$23,247	\$5,664	\$7,000	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500
TOTAL RECEIPTS	\$5,848,781	\$5,744,642	\$5,629,515	\$6,126,000	\$6,106,000	\$6,106,000	\$6,106,000	\$6,106,000
EXPENDITURES								
Personnel Services	\$2,093,650	\$2,268,626	\$2,503,260	\$2,636,900	\$2,742,244	\$2,851,803	\$2,965,744	\$3,084,242
Vacancy	\$0	\$0	(\$48,437)	(\$51,039)	(\$53,080)	(\$55,204)	(\$57,412)	(\$59,708)
Maintenance & Repair	\$325,946	\$372,042	\$395,500	\$390,500	\$390,500	\$390,500	\$390,500	\$390,500
Commodities	\$332,164	\$408,039	\$445,000	\$447,100	\$447,100	\$447,100	\$447,100	\$447,100
Other Charges	\$137,727	\$278,567	\$392,880	\$378,730	\$384,996	\$392,203	\$400,491	\$410,023
Capital Outlay	\$72,612	\$3,970	\$421,000	\$1,150,000	\$1,146,500	\$1,093,000	\$1,158,000	\$975,000
Trf to Project fund	\$814,627	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0
Utilities	\$50,501	\$60,758	\$74,000	\$74,000	\$74,000	\$74,000	\$74,000	\$74,000
Communications	\$41,954	\$37,201	\$54,300	\$54,300	\$54,300	\$54,300	\$54,300	\$54,300
Travel & Training	\$7,606	\$10,752	\$11,100	\$11,600	\$11,600	\$11,600	\$11,600	\$11,600
Contractual Services	\$1,613,185	\$1,675,146	\$1,845,000	\$1,879,000	\$1,881,000	\$1,982,000	\$1,984,000	\$1,986,000
Administrative Fee 16%	\$895,433	\$877,017	\$839,040	\$924,880	\$924,880	\$924,880	\$924,880	\$924,880
Change in Liabilities	(\$83,720)	(\$111,506)	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$6,301,686	\$5,905,612	\$6,932,643	\$7,895,970	\$8,004,040	\$8,166,182	\$8,353,203	\$8,297,936
NET CHANGE IN CASH	(\$452,905)	(\$160,969)	(\$1,303,128)	(\$1,769,970)	(\$1,898,040)	(\$2,060,182)	(\$2,247,203)	(\$2,191,936)
ENDING CASH	\$3,811,773	\$3,650,803	\$2,347,675	\$577,705	(\$1,320,336)	(\$3,380,518)	(\$5,627,721)	(\$7,819,657)
Base for reserve calculation	\$6,229,074	\$5,901,642	\$6,511,643	\$6,745,970	\$6,857,540	\$7,073,182	\$7,195,203	\$7,322,936
20% cash reserve amount	\$1,245,815	\$1,180,328	\$1,302,329	\$1,349,194	\$1,371,508	\$1,414,636	\$1,439,041	\$1,464,587
Amount over 20% Cash Reserve	\$2,565,958	\$2,470,475	\$1,045,346	(\$771,489)	(\$2,691,844)	(\$4,795,155)	(\$7,066,762)	(\$9,284,245)
Percentage	61.19%	61.86%	36.05%	8.56%	-19.25%	-47.79%	-78.21%	-106.78%

<u>9/4/2024</u>	<u>Department</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>Years to Bond</u>
TGT allocation								
Stage Lighting	Civic Building	20,000						
Replace arena bleachers (1992)	Civic Building			175,000				
Patch and Paint walls and Ceilings in Main Arena	Civic Building	50,000						
Basketball back stops	Civic Building		50,000					
ADA assistive listening system	Civic Building			23,000				
Arena Handrails	Civic Building		150,000					
Civic Auditorium Arena Score Board with Video	Civic Building			375,000				
Total Auditorium Improvements		70,000	200,000	573,000	-	-	-	

<u>9/4/2024</u>	<u>Department</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>Years to Bond</u>
Storm water fund								
Upgrade to 12" pipe on Rural & State St	Storm Water			750,000				
Randolph & Washington	Storm Water				275,000			
W Side of Prairie (US 50 to 7th)	Storm Water			250,000				
Rural & State St. SWS Improvs.	Storm Water			750,000				
E. 12th Ave & Whildin St. Drainage - combine with Michelle St Development	Storm Water		100,000					
W 18th Ave & EHS Pond	Storm Water			400,000				
Williby Ave	Storm Water				1,500,000			
29th & Westridge	Storm Water	20,000						
Lakeridge Rd to Bayfront Dr	Storm Water	14,388						
		34,388	100,000	2,150,000	1,775,000	-	-	

<u>9/4/2024</u>	<u>Department</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>Years to Bond</u>
Special Park								
Aerator	Golf Course	\$55,000						
Tees & Banks Reel Mower (2003) 5400 hours	Golf Course	\$52,500						
Tees & Banks Reel Mower (2004) 3300 hours	Golf Course		\$57,750					
Wide Area Mower (2007) 4900 hours	Golf Course				81,550			
11ft Rotary Mower (2005) #653	Park							
Tree Repopulation Project/All Parks	Park		\$12,500			12,500		
11 Foot Rotary Mower (2012) #617	Park			100,000				
Tractor w/front end loader, backhoe, & tiller - John Deere/Kubota (1984)	Golf Course		\$75,000					
Riding Lawn Mower 60"	Park			\$18,000				
Total Special Park		107,500	145,250	118,000	81,550	12,500	-	
Community Foundation - Kahola fund								
Rehab Band Stand at Fremont Park Roof and siding	Park	\$150,000						
Skate board Park		\$250,000						
Total Community Foundation - Kahola Fund		\$400,000						

<u>9/4/2024</u>	<u>Department</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>Years to Bond</u>
General Fund								
Communication Equipment	City Wide			30,000	30,000	30,000	30,000	
Monitor/Defibrillator	EMS	41,800	48,000	50,000			53,000	
Mechanical CPR Devices	EMS		31,000	32,000	33,000	34,000	35,000	
Replace Power Cots	EMS		60,000	60,000				
Power Load Cot System	EMS	\$60,000		65,000		67,500	70,000	
Patient Simulator Training Device	EMS	\$21,675						
Forcible Entry Trng Prop	Fire							
Hose Rollers	Fire	\$13,000						
Drone and Accessories	Fire	\$22,000						
Extrication Tools	Fire							
Utility Vehicle width hydraulic dump bed and HI-FLOW hydraulics (1998) 5100 hours	Golf Course				42,380			
Chemical sprayer & Cushman (2001) 2200 hours	Golf Course				90,000			
Sand topdresser (1992)	Golf Course					31,000		
Greens Mower, with cutting units and Verti cut units (1999) 4400 hours	Golf Course					63,600		
128" riding mower	Park							
72" zero turn (2000)	Park							
Dump Truck Single axle 5 yd bed with live hydraulics (1998)	Special Street							
Drag box tractor & box Replace #623-1 (1984) 1455 hours	Park	\$55,000						
48 inch commercial zero turn mower w/bagger(2005) 1765 hours	Park		15,000					
48 inch commercial zero turn mower w/bagger #657	Park			15,000				
John Deere Gator	Park			21,000				
Dump Truck	Park					120,000		
Flatbed Truck	Park						70,000	
John Deere Blade tractor replace #626-1	Park						56,000	
11 foot rotary mower (2015) 1435 hours	Park				100,000			
Spillman Server	Police		40,000					
Fire Wall	Police			14,000				
Transmission Jack	Shop							
Tough laptop for Shop Use (service data software)	Shop							
UTV - New	Zoo			29,000				
Total General Fund		213,475	194,000	316,000	295,380	346,100	314,000	

<u>9/4/2024</u>	<u>Department</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>Years to Bond</u>
Mil Levy								
Mahtopolis Infrastructure improvements	RHID		830,000					20
Krestsinger Infrastructure improvements	RHID		3,200,000					20
Becker Addition Drainage Ditch Engineering and construction	Storm Water		3,500,000					20
Addition to Fire Station #2 & new fire station #1	Fire		12,000,000	7,000,000				20
Engine 3 (1994)	Fire							10
Quint 1 (2001) Replacement	Fire		1,950,000					10
Fire Engine - 1,000 gallon tank & foam	Fire				750,000			10
Ambulance Purchase (2011), (2014), (2017)	EMS			400,000	450,000		500,000	5
Flint Hills Crossing Street CID to pay 50%	Paving	1,000,000	1,200,000					20
Major Street Repair TBD	Paving		1,250,000	1,250,000	1,250,000	1,250,000	1,250,000	20
Brick Streets \$200,000 per block 47.5 blocks \$9,500,000	Paving			500,000				20
Street Sweeper Vacuum (2014)	Special Street		250,000					5
Wheel Loader to Replace 2015 Doosan	Special Street			285,000				5
Maintenance and equipment building Built in early 1970's with Cart storage	Golf Course			750,000				20
Clubhouse (dining, merchandise, shelter)	Golf Course						1,300,000	20
New Hanger for monthly and daily rental	Airport				120,000			20
Adding onto Existing T-Hangar	Airport				1,500,000			20
New Hanger	Airport						1,500,000	20
Park & Zoo Maintenance Facility	Park					400,000		20
Veterinary Building update/addition	Zoo						450,000	20
Total Mil Levy		1,000,000	24,180,000	10,185,000	4,070,000	1,650,000	5,000,000	

<u>9/4/2024</u>	<u>Department</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>Years to Bond</u>
Multi-Year								
Private/Public partnership	Administration	-	668,000	200,000	200,000	200,000	200,000	
Replace Mogas Fuel tank and 24 hour fuel pumps	Airport		130,000					
Airport Apron Extension (FAA 90%)	Airport		100,000					
500' Runway Extension (Construction) (FAA 90%)	Airport					\$240,000		
500' Runway extension (Design) (FAA 90%)	Airport				\$30,000			
Avgas Fuel Farm upgrade	Airport				\$300,000			
Install Security Fencing and Gates	Airport			\$100,000				
Reconstruct South Taxilanes (FAA 90%)	Airport		\$90,300					
Remodel Old Terminal	Airport			\$60,000				
Ramp Expansion Design (KDOT 95%)	Airport	\$6,000						
Ramp Expansion Construction (KDOT 90%)	Airport		88,000					
Replace Both Community Hangar Doors (KDOT 85%)	Airport		37,500					
Replace steam lines/HVAC improvements	Civic Building		25,000					
Walk-in Cooler in Room 222	Civic Building	25,000						
Replace Windows	Civic Building		\$56,000	\$25,000	\$25,000	\$25,000		
Little Theater Sound Treatment	Civic Building			35,000				
Remodel East Foyer & Vestibule door ways	Civic Building		50,000					
618 Mechanic Roof	Civic Building	60,000						
Civic Roof areas K,M & N (Cover asphalt roof with TPO Rubber Material)	Civic Building		81,000					
2022 Replace Steam lines	Civic Building		85,000					
Elevator Controls	Civic Building	121,950						
Civic Roof area A,B & D Metal Roof Coating	Civic Building		105,000					
Exterior Building Decorative lights and arena decorative lights	Civic Building		45,000					
Update Civic Chiller System	Civic Building			\$475,000				
2nd floor restroom ceiling repairs	Civic Building		30,000					
Sewer Lift station - Police department - basement Sewer	Civic Building	110,000						
ADA Improvements	Civic Building		200,000	100,000	100,000	100,000	100,000	
Civic Convert from Steam to Hot Water Heat System	Civic Building		\$475,000					
Police department lobby remodel	Civic Building	400,000						
Overhead door replacement	Fire- Station 2	12,000						
Master Plan for the Golf Course	Golf Course	20,000						
HVAC updates - Civic	Library		45,000					
Electrical update - install panel and light switches	Library		60,000					
Remodel Public Bathrooms	Library	\$75,000	75,000					
JAC replace sand in filters	Park		30,000					
Jones Park Mower Shed	Park		30,000					
Peter Pan Park Pond cleanup	Park		120,000					
Eastside Memorial Park - Resurface Basketball Courts	Park						\$20,000	
Hammond Park - repaint tennis courts	Park						\$16,000	
JAC - Resurface Pool	Park							
JAC Slides - repair or new	Park					\$300,000		
Propagation Greenhouse 24x48x8	Park			\$200,000				
Reeble Park - resurface Pickleball courts	Park						\$20,000	
Restroom in Fremont Park	Park				\$150,000			

<u>9/4/2024</u>	<u>Department</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>Years to Bond</u>
Santa Fe Park bathroom renovations	Park			\$150,000				
Mechanic Parking Lots 600-700 Block	Parking Lot	455,000						
Misc. Street Repairs Transfer to Special Street	Paving	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	
Street Rehabilitation	Paving	1,500,000	\$1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	
11th Avenue (Mechanic St to Union St) Brick St. Overlay	Paving	35,000						
10th Avenue (Mechanic St to Union St) Brick St. Reconstruct	Paving	75,000						
9th Avenue (Mechanic St to Union St) Brick St. Reconstruct	Paving				500,000			
CCLIP	Paving			\$400,000	\$400,000	\$400,000		
CCLIP Geom. Improvs. K99/Commercial (KS Ave to SCL)	Paving		\$250,000					
CCLIP US 50 From Prairie to West City Limits	Paving	\$400,000						
Riley Avenue (Burlingame to Whittier St) Widening & Overlay	Paving					\$300,000		
Firing Range House Split with County	Police			30,000				
Outdoor warning siren - location tbd	Police				45,000			
Sidewalk Improv. (S. side 15th Ave. from Industrial Rd. to Stanton St.)	Sidewalk			25,000				
ADA Sidewalks	Sidewalk			50,000				
Sidewalk Improv. (S. side 15th Ave. from Graphic Arts to Hatcher St.)	Sidewalk			55,000				
North side of 24th Westridge to Industrial - Grant Match	Sidewalk			70,000				
KDOT TA 12th Ave (Burlingame to Riley) KDOT 80% \$50,000 Healthier Lyon County \$315,000	Sidewalk	12,621	90,000					
KDOT TA 24th Ave (Prairie to Lincoln) KDOT 80% \$50,000 Healthier Lyon County \$315,000	Sidewalk	2,621	150,000					
24th Ave (N Side of Graphic Arts Rd to Westridge Dr)	Sidewalk				100,000			
Hazardous Sidewalk Program & CG Program	Sidewalk	\$100,000	100,000	100,000	100,000	100,000	100,000	
Sidewalk Improv. (12th Ave. from Graphic Arts to Industrial Rd.)	Sidewalk						225,000	
15th Ave (Graphic Arts to Hatcher)	Sidewalk					125,000		
15th Ave (Industrial to Stanton)	Sidewalk				40,000			
24th Ave (Westridge Dr to Industrial Rd)	Sidewalk					125,000		
9th Ave (Eastside Park to Lakeview St)	Sidewalk					45,000		
Sidewalk Improvement (9th Ave from Fairgrounds to Elm)	Sidewalk						100,000	
Camera(Loop Projectors) Traffic System at 6th & Rural	Sign & Marking							
Replace School flashing lights - 13 lights 50% match with USD 253	Sign & Marking							
12th and Merchant Replace signal heads and upgrade cameras to opticon	Sign & Marking		\$90,000					
18th and Industrial N & S And I-35 cammera upgrades	Sign & Marking		\$70,000					
18th & Industrial Replace Signal heads and upgrade controller	Sign & Marking				\$100,000			

<u>9/4/2024</u>	<u>Department</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>Years to Bond</u>
Miscellaneous Storm Water Repairs	Storm Water	150,000	150,000	150,000	150,000	150,000	150,000	
Street Preservation	Street	\$200,000	\$300,000	\$200,000	\$200,000	\$200,000	\$200,000	
Fire & Smoke alarms	Zoo							
Hoof stock Sheds - Bison	Zoo		50,000					
Trumpeter Swan Exhibit; sealing pond/stream, repair waterfall	Zoo		54,000					
Off-exhibit privacy fence & holding area pond repair	Zoo							
Eagle pond renovation/repair of wet well/stream/lower pond	Zoo	120,000						
Bird enclosure sheds, enclosures & ventilation (New USDA Regulations)	Zoo		145,000					
Butt Rail Replacement (Bison, mule deer, llama)	Zoo					\$55,000		
Concrete pond reconstruction/valve replacement (NeNe, EBV, Eagle, Bobcat)	Zoo				\$180,000			
Fencing in zoo replaced/repared	Zoo	\$88,900						
King Vulture Remodel (New USDA Regulations)	Zoo		195,000					
Off-exhibit holding - chain-link tops added - 6 pens/B runs caging replacement	Zoo				\$86,000			
Split Rail Fence Replacement & Bridge Replacement	Zoo					\$179,000		
Zoo Road removal, relocate utility	Zoo						138,000	
3 phase recycling pump Replaced and new pond aeration pump	Zoo		\$18,000					
Quarantine Facility - Replacement	Zoo						270,000	
Hoofstock Work Area (Bison, mule deer llama) AZA Requirement	Zoo		\$180,000					
Total Multi Year		4,069,092	5,667,800	3,625,000	3,906,000	3,744,000	2,739,000	

<u>9/4/2024</u>	<u>Department</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>Years to Bond</u>
Water Fund to Bond								
PLC Upgrades	Water Plant		1,200,000					
Weaver St (US 50 to 10th Ave)	Water Main				800,000			20
Prairie St. from 30th to Crestview to include Sonora loop	Water Main			960,000				20
Rural St (E Wilman Ct to 18th), W 17th Ave (W Wilman to Rural), W Wilman (17th to 18th)	Water Main						\$850,000	20
S. Cottonwood to East St. From Kansas to Potwin	Water Main							20
S. Union to S. Exchange From Kansas to Potwin	Water Main							20
Sylvan to East from 6th to 4th	Water Main						500,000	20
Sylvan to East from 4th to 2nd with tie ins under the railroad tracks	Water Main							20
Sylvan to East from 2nd to South	Water Main							20
Total Water fund to bond		-	1,200,000	960,000	800,000	-	1,350,000	
Water Fund								
15 Yd Dump Truck (Split with Sewer)	Water Distribution			\$120,000				
Water Information Management System	Water Plant	100,000						
Water Plant Evaluation	Water Plant	360,000						
Filter sand and Anthracite Replacement	Water Plant	\$400,000	200,000					
Piping for standpipes and high service	Water Plant							
Replace 1-30 year old pump and motor w/VFD (HS Pump 2)	Water Plant		\$100,000					
Backwash return Pump	Water Plant		\$115,000					
Filter gallery blast and repaint. Basement and clearwell only.	Water Plant			\$0				
Ultrasonic level sensor in the filter gallery.	Water Plant			\$20,000				
Intake Electrical Upgrades							150,000	
VFD at River Intake	Water Plant			\$130,000			150,000	
Rehab drive system on sludge basin collator drag	Water Plant			\$18,000				
Slaker room blast and repaint	Water Plant				\$200,000			
Total Water Fund		860,000	415,000	288,000	200,000	-	300,000	

<u>9/4/2024</u>	<u>Department</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>Years to Bond</u>
Water Mains - State loans								
Watermain project (Lincoln street under I35 connection)	Water Main			315,000				20
Watermain project (24th Ave to Prairie St to 18th Ave)	Water Main	3,650,000						20
Watermain project Prairie Street (18th Ave to 12th Ave)	Water Main	1,150,000	1,000,000					20
Watermain project Peyton Street (Water Tower to 12th & 6th to South Ave Peyton to Carter)	Water Main	\$1,750,000						20
Watermain project SE Transmission Main	Water Main		\$10,900,000					20
Watermain project Lincoln - 24th to Briarcliff	Water Main			850,000				20
Total State Loan		6,550,000	11,900,000	1,165,000	-	-	-	

<u>9/4/2024</u>	<u>Department</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>Years to Bond</u>
Waste Water Fund to Bond								
Lift Station #1	Sewer Maintenance							20
Lift Station #15	Sewer Maintenance							
Replace Sewer Main from Logan Ave to South of Zoo Ed Bldg (two to one 24" pipe)	Sewer Maintenance							20
Screw Press (Addition to the existing press building with adjoining bulk holding area)	Waste Water Plant				1,750,000			
Total Wastewater to bond		-	-	-	1,750,000	-	-	
Wastewater								
New sanitary sewer camera	Sewer Maintenance							
Waste water plant master plan								
Sewer Main relining	Sewer Maintenance			175,000	175,000			
Replace Lift Station #14	Sewer Maintenance		\$150,000					
Add Fiber to LS #s 4, 6, 7, 8, 13, 14 to add SCADA monitoring	Sewer Maintenance		\$50,000					
15 Yd Dump Truck ((Split with Water)	Sewer Maintenance			\$120,000				
Replace LS #7	Sewer Maintenance			\$100,000				
I&I Study (Smoke test 25% of sanitary sewer system over 4 years)	Sewer Maintenance			\$400,000	\$400,000	\$400,000	\$400,000	
Upgrade plant telemetry to handle slug loads more efficiently	Waste Water Plant							
WIMS Water Inventory Maintenance System	Waste Water Plant	\$40,000						
Gator	Waste Water Plant		\$30,000					
Pre-sed and retention/holding pond rehabilitation Design	Waste Water Plant							
Pre-sed and retention/holding pond rehabilitation Build	Waste Water Plant							
Clear trees and Replace Perimeter Fencing	Waste Water Plant	50,000	100,000					
South Drying Bed Drainage Grading and Sand rehabilitati	Waste Water Plant		70,000					
Recycle pump station Wastewater Plant to Water Plant	Waste Water Plant					\$500,000		
Total Wastewater Fund		90,000	400,000	795,000	575,000	900,000	400,000	

<u>9/4/2024</u>	<u>Department</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>Years to Bond</u>
Solid Waste								
Resurface/overlay tipping floor	Transfer Station							
Solid Waste Master Plan	Solid Waste	\$100,000						
Replace shop exhaust system	Shop		60,000					
Roll-Off Truck Replacement (2011)	Collections							
Rear Load Trash Truck Replacement (2010)	Collections	\$321,000						
Automated side load truck (2015)	Collections		\$410,000					
Automated side load truck (2019)	Collections					470,000		
Automated side load truck (2020)	Collections						487,500	
Roll-off truck replacement (2016)	Collections			\$297,000				
Roll-off truck replacement (2018)	Collections					342,000		
Rear-Load Truck and Packer Body (2013)	Collections				\$350,000			
Rear-Load Truck and Packer Body (2017)	Collections				\$350,000			
Grapple Truck with Dump Bed -New item	Collections					250,000		
Side by Side Truckster - New item	Recycling Center							
Automated side load truck (2015)	Recycling Center							
Automated side load truck (2021)	Recycling Center						487,500	
Rear Load Trash Truck Replacement (2013)	Recycling Center			340,000				
Fork Lift Replacement (2018)	Recycling Center			\$52,000				
Horizontal Baler & Conveyor (Replacement)	Recycling Center				\$143,000			
Replace waste oil heater	Recycling Center					\$6,000		
Tipping floor resurfacing	Transfer Station		500,000					
Rubber track skid steer w/rubber blade bucket	Transfer Station		\$110,000					
Rebuild/refurbish track loader plus rent machine	Transfer Station			\$425,000				
Skid Mounted litter vacuum w/trailer	Transfer Station			\$32,500				
Backhoe Replacement (2023)	Transfer Station				\$250,000			
Rehab old landfill equipment shed	Transfer Station					\$90,000		
Replace 2000 1 Ton Service Truck w/ Auto Crane	Transfer Station		70,000					
Total Solid Waste		421,000	1,150,000	1,146,500	1,093,000	1,158,000	975,000	



Commission Action Report

Ordinance 24-26 Annual Appropriation

Title: Ordinance 24-26 Annual Appropriation

Agenda Date: September 4, 2024

Presented By: Christina Montgomery, City Attorney

Background:

The annual appropriation ordinance authorizes city expenditures for purposes approved in the annual budget.

Discussion:

Ordinance 24-26 authorizes the Finance Director with the Consent of the City Manager and City Clerk to make payments for all claims and charges against the city in the calendar year 2025. City staff are required to follow Kansas State Law and City of Emporia Purchasing Policy requirements. Capital Improvement Items over \$25,000 will be brought to the City Commission for approval.

Recommended action:

Approve Ordinance 24-26 Annual Appropriation

Attachments:

Ordinance 24-26 Annual Appropriation

ORDINANCE NO. 24-26

AN ORDINANCE APPROPRIATING THE AMOUNTS SET UP IN EACH FUND IN THE BUDGET FOR THE CALENDAR YEAR 2025, PROVIDING FOR THE PAYMENT OF ALL CLAIMS AND CHARGES AGAINST THE ACCOUNTS PROVIDED FOR THEREIN.

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the City of Emporia, Kansas:

SECTION 1. There is hereby appropriated the accounts set up in each fund in the budget for the fiscal year 2025 for the payment of all claims and charges against each fund. Payments of all claims and charges against each fund shall be made by combination checks and warrants, drawn by the Finance Director and counter-signed by the City Manager and City Clerk, as provided by law; provided, however, that such officers shall at all times comply with the provisions of the Budget Law and Cash Basis Law of the State of Kansas.

SECTION 2. That the payment of all claims and charges against the respective accounts and funds provided in the budget for the year 2025 are hereby authorized, ratified, and approved.

SECTION 3. This Ordinance shall take effect from and after its passage and publication once in the official City newspaper.

PASSED AND APPROVED by the Governing Body of the City of Emporia, Kansas, this 4th day of September 2024.

Erren Harter, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Ordinance No. 24-27

Amending Section 7.16 of the Emporia Zoning Regulations

Title: Ordinance No. 24-27 Amending Section 7.16 of the Emporia Zoning Regulations

Agenda Date: September 4, 2024

Presented By: Justin Givens, Planning & Zoning Administrator

Background:

In September 2023, the new zoning regulations were adopted for the city. Since adoption, staff has begun working on a daily basis with of the new regulations and has identified several areas that could need adjustment or revising to make the regulations work better.

One such area was within the Sign Regulations and how they related to non-residential uses in the Flex Parcel Types. Commercial in nature, these Parcel Types were severely limited to the size, number and type of signage that would be allowed on their property.

At the July 16, 2024 meeting, staff presented the Planning Commission with updated language that would separate residential and non-residential uses within the Flex Parcel Types and allow for signage similar to Commercial Parcel Types for non-residential uses within the Flex Parcel Types. Following the required public hearing, the Planning Commission unanimously approved a recommendation to the Governing Body, which would add additional text to Section 7.16 of the Zoning Regulations.

Discussion:

The proposed text amendment would add additional language in the form of Note C to Section 7.16 of the Zoning Regulations. Note C would read as follows;

- Non-Residential Uses within a FL or FH parcel type shall be allowed similar signage as allowed in C Parcel Types.

The Governing Body, when considering a recommendation from the Planning Commission on a Rezoning Application may; 1) Adopt the ordinance as presented or with conditions that the Governing Body sees fit; 2) Override the Planning Commission's recommendation by a 2/3 majority vote of the entire City Commission; 3) Table the request for further study; 4) Return the application to the Planning Commission, giving reasons for doing so.

Financial considerations:

The cost of publication of the ordinance is borne by the City.

Recommended action:

Approve Ordinance No. 24-27 Amending Section 7.16 of the Emporia Zoning Regulations.

Attachments:

Text Amendment Ordinance

Excerpt of Minutes from Planning Commission meeting including the Staff Report

ORDINANCE NO. 24-27

AN ORDINANCE OF THE CITY OF EMPORIA, KANSAS, AMENDING SECTION 7.16 OF THE ZONING REGULATIONS FOR THE CITY OF EMPORIA AS ADOPTED BY ORDINANCE NO. 23-28 OF THE CITY OF EMPORIA, KANSAS

BE IT ORDAINED by the Governing Body of the City of Emporia, Kansas:

Section 1. That Section 7.16 of the Zoning Regulations for the City of Emporia as adopted by Ordinance No. 23-28 is hereby amended to include the following:

Notes:

- a. Freestanding and temporary signs exceeding six (6) square feet in area and four (4) feet in height above grade are prohibited on CH, SF-A, SF-D Parcel Types, and FH and FL Parcel Types where SF-A is the primary use, unless otherwise approved by the Zoning Administrator.
- b. EMC (Electric Message Centers) are prohibited on Parcel Types where residential is the sole use.
- c. Non-Residential Uses within a FL or FH parcel type shall be allowed similar signage as allowed in C Parcel Types.

Section 2. This ordinance shall become effective upon publication in the official city newspaper.

PASSED AND APPROVED this 4th day of September 2024.

Erren Harter, Mayor

ATTEST:

KERRY SULL, City Clerk

EXCERPT OF MINUTES- 07/16/2024
EMPORIA PLANNING COMMISSION

The Planning Commission met in a regular session on Tuesday, July 16, 2024, with Chair Rogers presiding. Members Ogle, Bucklinger, Fowler, and Lingenfelter were present. Commissioner Barnes was absent.

City staff: Justin Givens was present.

Chair Rogers called the meeting to order.

2. Consider PC-2024-08 – A Request to Amend Section 7.16.14 of the Emporia Zoning Code

Chair Rogers asked if proper notice had been given. **Givens** confirmed that proper notice was provided to the newspaper.

Chair Rogers asked if any Commissioners needed to recuse themselves or report any ex-parte communications. No ex-parte communications or conflict of interests were reported.

Givens provided the Staff Report.

STAFF REPORT

Application #: PC 2024-08

Applicants: City of Emporia

Requested Action: Approval of a Text Amendment to Section 7.16 Sign Regulation Table of the Emporia Zoning Code

Purpose: Enable non-residential uses in the Flex-Use Low and High parcel types to have similar signage as other non-residential uses in Commercial parcel types.

Analysis: The recently adopted sign regulations in Section 7.16 of the Zoning Code restrict non-residential uses to the same size limitations as residential uses in the Flex-Use Low and High parcel types. Staff has proposed that non-residential uses in the Flex-Use Low and Flex-Use High parcel types be allowed to have similar signage as non-residential uses in Commercial parcel types.

Section 7.16 would be modified with the following additional note:

- c. Non-Residential Uses within the FL or FH parcel type shall be allowed similar signage as allowed in C parcel types.

Additional analysis has been provided in the factors for consideration.

Considerations: While there are no specific standards set forth in the zoning regulations for the Commission to consider for a text amendment, staff has provided some general considerations that may be useful when considering a text amendment.

- 1) **Does the proposed text amendment correct an error or inconsistency in the Zoning Regulations or meet the challenge of an existing condition?** Staff contends that while the Flex-Use parcel types were created to promote residential and non-residential uses within close proximity to each other, the restriction on signage for non-residential uses creates an undue burden on those businesses wishing to locate on a Flex-Use parcel type and could negatively impact the property value of these parcel types.

Non-Residential uses looking to develop on Flex-Use parcels could look to other parcel types due to the strict signage regulations and disadvantage they would face in drawing attention to their business.

- 2) **Does the proposed text amendment advance a clear public purpose?** The text amendment allows for non-residential uses to have a similar set of sign regulations across the city, leveling the playing field across all non-residential parcel types. This would help to support businesses within all parcel types, a goal identified in the comprehensive plan.
- 3) **Does the proposed text amendment affect the adequacy of existing or planned facilities and services?** Multiple businesses have expressed interest in and concern about developing within a Flex-Use parcel based on the sign regulations. This text change would alleviate those concerns.
- 4) **Will the proposed text amendment advance the interests of the City of Emporia as a whole, not solely those having immediate interest in the affected area?** The text amendment would create a level playing field with respect to signage for all non-residential uses in the city, and thus would advance the interests of the city as a whole.
- 5) **Is the proposed text amendment consistent with the Comprehensive Plan and the stated purpose of the City Zoning Regulations?** Staff maintains that the proposed text amendment would be consistent with the Comprehensive Plan as it supports business by allowing increased signage within Flex-Use parcel types.

Communications: Staff has received no inquiries about the proposed text amendment.

Recommendation: If the Planning Commission finds that the Text Amendment is advisable, it may forward a recommendation to approve the Text Amendment to the

Governing Body based on the findings that the Text Amendment is consistent with the intent and purpose of the zoning regulations, and corrects an inconsistency in the zoning regulations.

Attachments: None

Commissioner Bucklinger asked what the allowed signage would be for non-residential uses. **Givens** stated that they would fall under the Commercial Parcel Type and be allowed 2 signs per façade, and total signage based on two times the linear street frontage of the parcel the development is on.

Commissioner Fowler and **Bucklinger** asked about other gas station signage. **Givens** stated that those properties wanting highway visibility would still be required to get a variance for the height of their signs.

The Public Hearing was opened.

No person from the public spoke on the proposed changes.

The Public Hearing was closed

Commissioner Rogers expressed concerns about the number of bandit signs around the community. **Givens** stated that staff would step up enforcement of those types of signs in the right of way.

Commissioner Fowler expressed concerns on signage on duplexes in residential areas. **Givens** stated that the signs would be considered legal non-conforming as it was allowed by a previous Zoning Administrator.

Commissioner Fowler made a motion to approve the minutes as corrected.
Commissioner Bucklinger seconded the motion. The motion carried 5-0.



Commission Action Report

Adopting Safe Routes to School

Title: Adopting Safe Routes to School

Agenda Date: September 4, 2024

Presented By: James Ubert, City Engineer

Background:

KDOT's consultant, Toole Design, in conjunction with USD 253 and City of Emporia Engineering Office conducted a study for Safe Routes to School. In June 2024 Toole Design created a Safe Routes to School Plan with recommendations for both the school district and City of Emporia.

Discussion:

Staff recommends City Commission adopt the Final City of Emporia Safe Routes to School Plan, June 2024 from KDOT, Authored by Toole Design, with specific project recommendations in the report to be reviewed on a case by case basis before implementation as funding allows.

Financial considerations:

None at this time.

Recommended action:

Adopt Safe Routes to School plan, subject to specific project recommendations in the report getting reviewed on a case by case basis.

Attachments:

City of Emporia Safe Routes to School Plan, June 2024.



Kansas
Safe Routes to School



CITY OF EMPORIA **Safe Routes to School Plan**

June 2024

PROJECT TEAM

Lead Contact

Jon Proehl, Engineering Project Manager
City of Emporia Engineering Department
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Safe Routes to School Advisory Team Members:

Jim Ubert – Program Coordinator & City Engineer, City of Emporia Engineering Department

Eric Paul – Multi-Use Path Planning Board Member

Jackie Miller – Grant Facilitator, Healthier Lyon County

Erin Woods – Parent, Emporia Public Schools

Pam Stranathan – School District Contact & USD 253 Assistant Superintendent

Shane Brunner – Director, Lyon County Active Transportation (LCAT)

Sam Seeley – Director, Lyon County Planning and Zoning

Daphne Mertens – Executive Director, United Way of the Flint Hills

Leslie Seeley – Board Member, USD 253

John Koelsch – Undersheriff, Lyon County Sheriff's Office

Ray Mattas – Support Services Captain, Emporia Police Department

Information contained in this document is for planning purposes and should not be used for final design of any project. All results, recommendations, concept drawings, and commentary contained herein are based on limited data and information and on existing conditions that are subject to change. Further analysis and engineering design are necessary prior to implementing any of the recommendations contained herein.



TABLE OF CONTENTS

Chapter 1: Introduction	4
Plan Purpose	5
Timeline	6
What is Safe Routes to School?	7
The Benefits of SRTS	7
Chapter 2: Community Context and Current Travel Behaviors	8
Policies and Practices	8
Bicycle and Pedestrian Crashes	10
Community Concerns	12
Current Student Travel Patterns	13
Chapter 3: Engineering Recommendations by School	16
Our Approach	16
Emporia High School & Emporia Middle School	17
Logan Avenue Elementary School	28
Riverside Elementary School	33
Timmerman Elementary School	37
Village Elementary School	43
Walnut Elementary School	48
William Allen White Elementary School	53
Chapter 4: Education, Encouragement, and Enforcement Recommendations	58
Education Recommendations	58
Encouragement Recommendations	60
Enforcement Recommendations	61
Chapter 5: Implementation	62
KDOT Funding Opportunities	63
State of Kansas Health Funding Opportunities	64
Other Funding Opportunities & Resources	64

Chapter 1: Introduction

The City of Emporia recognizes that schools are vital community resources and is committed to providing a safe environment for students traveling to and from school. To improve safety and transportation choices for students and residents, the city partnered with Emporia Public Schools (USD 253) and Healthier Lyon County to apply for and were awarded a Safe Routes to School (SRTS) Planning Grant from the Kansas Department of Transportation (KDOT).



FIGURE 1: MORNING DROP-OFF AT LOGAN AVENUE ELEMENTARY SCHOOL

Communities were selected based on the quality of their applications and the number of students living within a reasonable walking, biking, and rolling distance to school. The applications were also assessed based on need. Reviewers assessed the percentage of students eligible for free and reduced lunch based on household income, which often relates to car ownership and access, and indicates more reliance on walking, biking, and rolling for transportation. The grant award provided consultant support to develop this SRTS Plan for the following schools:

TABLE 1: SCHOOLS ADDRESSED IN THIS PLAN

School Name	Grades	Enrollment (2023-2024)	Eligible for Free & Reduced Lunch
Emporia High School	9-12	1,461	53%
Emporia Middle School	6-8	938	67%
Logan Avenue Elementary School	K-5	230	71%
Riverside Elementary School	K-5	402	86%
Timmerman Elementary School	K-5	354	41%
Village Elementary School	K-5	372	48%
Walnut Elementary School	K-5	278	63%
William Allen White Elementary School	K-5	214	70%

Plan Purpose

Developing a SRTS Plan is an important step for a community interested in increasing the number of students walking, biking, and rolling to school. SRTS initiatives use a holistic approach to make it safer for students to walk, bike or roll to school, and, where it is safe, encourage students and families of all backgrounds and abilities to enjoy the many benefits of active travel. This plan was developed to:

- Identify barriers or issues that might discourage students from walking or biking to school,
- Develop a list of infrastructure projects that can be built to improve walking, biking, and rolling conditions for students, and
- Recommend policy or programmatic changes that encourage more students to walk, bike, or roll to school.

This plan focused on key safety issues for pedestrians and bicyclists in locations closest to the schools and along key access routes that are most likely to have a significant impact on safety and mobility. The recommendations to address these issues include a combination of short-term, relatively inexpensive projects as well as some long-term, complex, and more expensive projects.

Successful implementation of this plan will require partnership among key community stakeholders, including city staff, school staff, and community advocates.

Timeline

KDOT awarded the City of Emporia the SRTS Planning Grant in January 2024, and the planning effort took place during the spring semester of the 2023-2024 school year. While the City was the lead applicant for the plan, a local Advisory Team consisting of local and county representatives supported city and consultant staff, listed on page 2. Advisory Team members participated in two meetings to provide input and comment on draft recommendations.

The project team gathered community input via an interactive online map and caregiver survey open from March 1, 2024, to April 8, 2024. The city promoted the map and survey via the city’s website, press releases, social media, and local news. Feedback received from the online map and survey helped the project team understand existing conditions and community concerns before conducting in-person site visits. The project team conducted site visits from April 9-11, 2024. Site visits included observations of school arrival or dismissal and an assessment of existing walking, biking, and rolling infrastructure immediately around each school.



FIGURE 2: PROJECT TIMELINE



FIGURE 3: SITE VISITS

What is Safe Routes to School?

Nationally, walking and biking to school has declined dramatically over the past 50 years, from nearly 50% of K-8th grade students walking and biking in the 1960s to roughly 11% in 2017.¹ Safe Routes to School (SRTS) programs seek to reverse this decline through a comprehensive set of strategies to improve safety and increase the number of students who walk, bike, and roll to school. These approaches are commonly known as the Es:

Engineering - Provide infrastructure like sidewalks, paths, and crossings that allow people to walk, bike, and roll safely within the community and to and from schools.

Education - Ensure that everyone learns how to travel safely through classes, training, and events that teach the skills needed to walk, bike, and roll safely.

Encouragement - Promote and generate enthusiasm around walking, biking, and rolling as ways to travel using events, activities, and programs.

Enforcement - Deter unsafe behaviors of drivers, pedestrians, and bicyclists and to encourage all road users to obey traffic laws and share the road safely.

Engagement - Listen to and empower students, families, teachers, community groups, and school leaders in creating a SRTS program that works uniquely for them.

Evaluation - Track progress toward achieving goals by reporting on and assessing what approaches work (or do not) and identifying program changes that can improve outcomes.

Equity - Improve safety for everyone and pay special attention to ensure fair outcomes for students with disabilities, low-income communities, communities of color, English language learners, and students or families experiencing homelessness.

The Benefits of SRTS

SRTS efforts have a variety of benefits, including:

Improving safety for students walking, biking, and rolling. SRTS is focused on improving student safety during their journey to and from school. Through both infrastructure and non-infrastructure improvements, walking, biking, and rolling to school can become a safer and more appealing choice for students and caregivers.

Improving physical and mental health. Habits for a healthy lifestyle begin in childhood. Regular physical activity – such as walking or biking to school – is an important element of a healthy lifestyle, contributing to both physical and mental well-being. Physical activity has also been linked to improved academic performance.¹

Creating equitable choices for all people. For families with limited or without access to cars, it is especially important to have safe opportunities to walk or bicycle in and around their neighborhood.

Improving quality of life for all residents. SRTS improvements benefit not only students, but impact quality of life for neighborhoods and the entire community. Shifting vehicle trips to walking or biking trips can reduce greenhouse gas emissions, decrease school-related traffic congestion, and reduce transportation costs.

¹ Brookshire, K., LaJeunesse, S., & Pullen-Seufert, N. (October 2019). Who is Walking or Biking to School: Patterns from the 2017 National Household Travel Survey and Future Directions. Pedestrian and Bicycle Information Center. Chapel Hill, NC.

Chapter 2: Community Context and Current Travel Behaviors

This chapter provides background information and travel context for the eight schools covered in this plan.

Policies and Practices

This plan builds upon a foundation of policies and practices that already exist in Emporia. About half of the schools covered by this plan currently conduct some sort of pedestrian and bicycle education for students. William Allen White Elementary is developing a bike program as part of their physical education (PE) curriculum. Village Elementary and Walnut Elementary communicate about safe pick-up and drop-off procedures with students and caregivers.

Teachers at Walnut Elementary discuss bike safety and maintenance in the spring before peak riding weather, and the school also participates in National Walk and Bike to School Day. Timmerman Elementary has hosted an assembly with a guest speaker on bicycle safety. At Emporia Middle School, the Spartan Xtra after-school program provides safety education.

Other schools in Emporia can enhance their Safe Routes to School programming by learning from current efforts and by considering the options discussed in Chapter 4.

Additional policies and practices that influence walking, biking, and rolling in the community, especially by students, include the following:

Current Practices

- Emporia Public Library hosts a monthly **StoryWalk®** that begins at the library and continues up and down Commercial Street. At each stop, children discover the next page of a children's book (example shown in **Figure 4**). This program encourages both reading and physical activity.
- The Emporia Police Department runs a program called [Safe Kids Emporia](#), which seeks to prevent childhood injuries through programs like car seat checkups, safety workshops, and sports clinics.
- The Emporia Recreation Center has hosted a spring **bicycle rodeo** for the past few years, in collaboration with the Emporia Police Department and Lyon County Sheriff's Office bike patrol units. The Safe Routes to School Advisory Team discussed bike rodeos and how they become less frequent and well-attended since the pandemic, and how better promotion might help rebuild this event into what it once was.
- The City of Emporia has a [Hazardous Sidewalk Program](#) cost sharing program to help property owners to replace crumbling or broken sidewalks. This program offers 50/50 cost sharing for commercial or multifamily property owners. Homeowners of single-family residential properties also split costs 50/50 with the City, but they pay a maximum of \$400-700, depending on whether the



FIGURE 4: STORYWALK STOP 16 IN THE WINDOW OF ECLECTIC BIKES

home is located on a corner lot. This program is useful, but its reach is limited by the annual budget of \$100,000 per year. As it is a property-owner driven program, replacement of hazardous sidewalks may still leave sidewalk gaps, and the City is unable to target improvements in problem areas near schools.

Past Practices

- Emporia also previously hosted an event called **Keep It a Safe Summer** targeted to elementary students that has since been discontinued. This event was hosted in late spring, early summer to help families discover events, activities, and opportunities to get involved in the local community. State and local organizations attended to share information on bike safety, summer camps, local recreation, water safety, and railroad crossing safety. This event offered free bicycle helmets, funded through the Emporia Community Foundation. The event will be returning to Emporia in April 2025.
- The Emporia Police Department and Lyon County Sheriff's Office bike patrol units also previously worked with the **RecXtra** after-school program, a partnership between the Recreation Center and USD 253, to offer bike safety programming for K-5th grade students. Students learned rules of the road and safety sign identification. This program has since been cancelled.
- In the spring of 2022, the Flint Hills Metropolitan Planning Organization (MPO) worked with Healthier Lyon County, the City of Emporia, the Emporia Multi-Use Path Planning (MUPP) Board, and Lyon County to install [four temporary demonstration projects](#) near schools in Emporia. The two-week demonstration project tested pedestrian refuge islands at four crosswalk locations, using temporary materials like paint, flex posts, and rubber curbing. The refuge islands were installed near Emporia Middle School at 24th Avenue and Westridge Drive and at the entrance crossing of Graphic Arts Road, near Emporia High School at the entrance crossing of 18th Avenue, and near Walnut Elementary School at 12th Avenue and Washington Street. This project was designed to be temporary and test how these interventions improved safety. Some community members with students who attended the nearby schools appreciated the changes because they improved visibility of students crossing the street and encouraged drivers to slow down and pay attention, according to comments received on the pilot project. Other comments were more mixed, expressing concerns about driver unfamiliarity with how to navigate the infrastructure and with stopping students in the middle of the roadway.

Policies

The 2021 Emporia-Lyon County Joint Comprehensive Plan, [Plan ELC](#), includes specific strategies to support a safer walking, biking, and rolling environment for everyone. The plan identifies the following action items:

- Create safe routes to schools that enable and encourage students to walk, bike, roll, or use other forms of active transportation to and from school,
- Provide sidewalks on both sides of streets near schools,
- Provide sidewalks on both sides of arterials and collectors to provide safe access for people walking and rolling on corridors with heavier traffic volumes and higher speeds,
- Provide sidewalks on at least one side of local streets,
- Coordinate sidewalk improvements with roadway improvements,
- Prioritize completing sidewalks and mark high-visibility crosswalks in areas with high pedestrian traffic such as those near schools, downtown, major intersections, or along trail systems,
- Create sidewalk connections within a site to provide internal circulation,

- Gradually transition the existing shared lane routes to bike facilities with more physical separation between people driving and biking, especially on streets with higher vehicle speeds and volumes, and
- Update cross sections of streets including Graphic Arts Road, 12th Avenue, 6th Avenue, Prairie Street, and others to increase space for people walking, biking, and rolling.

Bicycle and Pedestrian Crashes

Bicycle and pedestrian crashes within the study area largely occurred on 12th Avenue and 6th Avenue (US 50), with the highest concentration of crashes near William Allen White Elementary and Walnut Elementary. The crash history of these roadways reflects uncomfortable conditions on the ground and likely pose concerns for caregivers of students who might walk, bike, or roll to school along or across these roadways.

W 12th Avenue represents the primary barrier for Walnut Elementary students walking, biking, and rolling to school. Near Walnut Elementary, 12th Avenue has two lanes, but each lane is almost 20-feet wide, and drivers were observed to exceed the speed limit during and outside of school hours. Many students live north of W 12th Avenue and use the crossing at 12th Avenue and Washington Street, where a pedestrian crash occurred during the last five years. Many parents and school staff expressed concerns about students crossing 12th Avenue at this location.

Students at William Allen White Elementary live both north of E 12th Avenue and south of E 6th Avenue, as shown in **Figure 7**. Challenging crossings of these roadways pose barriers to these students walking, biking, and rolling to school. Near William Allen White Elementary, 12th Avenue has two travel lanes, a center turn lane, and a posted speed of 30 mph (20 mph during school hours). 6th Avenue has four travel lanes and a posted speed of 30 mph (20 mph during school hours).

Beyond roadways with bicycle and pedestrian crashes, several roadways in Emporia are designated Vulnerable Road User (VRU) Priority Corridors by KDOT, including segments of Industrial Road, Commercial Street, 6th Avenue, and K-99. KDOT developed a Vulnerable Road User Safety Assessment in 2023 to understand conditions on roadways in which there are more fatal and severe crashes involving vulnerable road users – people walking, biking, rolling, and using other non-motorized transportation. These VRU Priority Corridors in Emporia are additional roadway segments that represent barriers to walking, biking, and rolling due to uncomfortable conditions and possible safety risks.

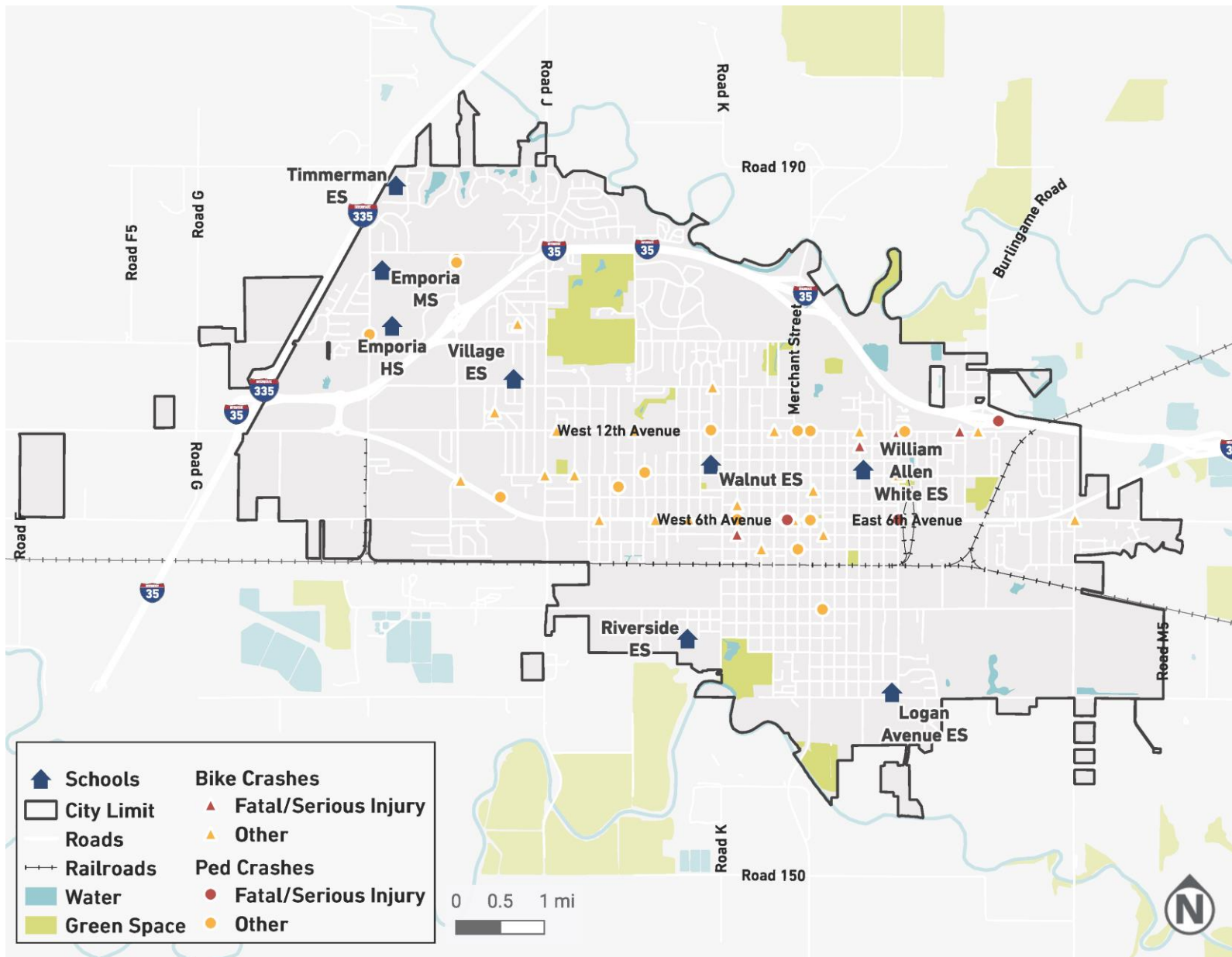


FIGURE 5: BICYCLE AND PEDESTRIAN CRASHES IN EMPORIA, 2017-2022

Community Concerns

This project invited community members to pinpoint locations where they have safety concerns on an interactive online map that was available from March 1, 2024, to April 8, 2024. Members of the Emporia community at large left 86 comments on the map, with the most responses clustered around Emporia Middle School, as well as Village, Walnut, Riverside, and Logan Avenue Elementary Schools.

The issues that received the most pinpoints and comment were related to:

- Sidewalks, including lack of sidewalks, poor sidewalk network connectivity, and deterioration or substandard sidewalks,
- Intersections, including lack of marked crossings or signage, poor driver yielding, or lack of crossing guards, and
- Speed management, including concerns about speeding inside school zones.

Sidewalk Issue

Crossing Issue

Biking Issue

Traffic Issue

Lighting Issue

Other Issue

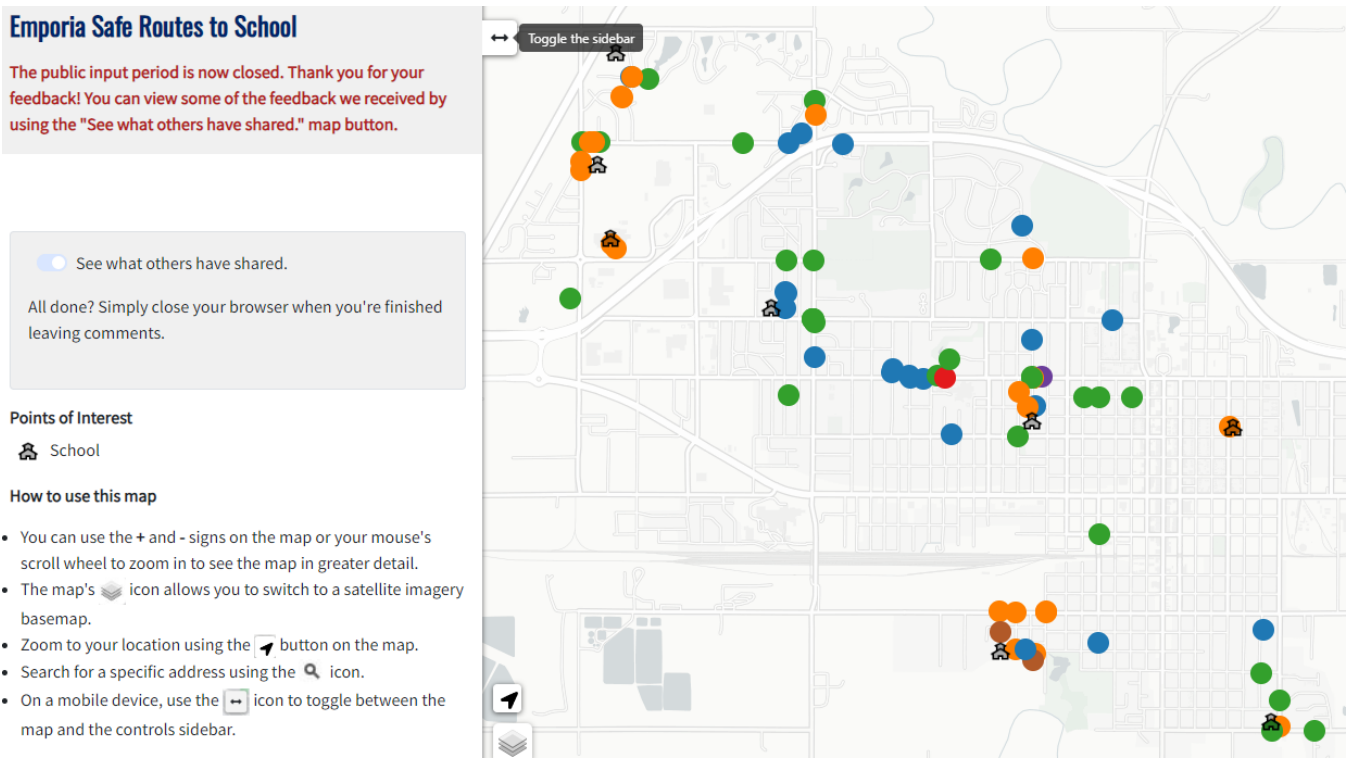


FIGURE 6: INTERACTIVE ONLINE MAP RESPONSES

Current Student Travel Patterns

In addition to observing school arrival or dismissal during the site visits, the project team collected information about student travel to school by examining enrollment boundaries and anonymized student address data, by surveying principals, and by conducting a caregiver survey. In the future, it is recommended that the City and USD 253 collaborate with principals and teachers to conduct travel tallies in classrooms around the district to get better data on the baseline share of students walking, biking, rolling, taking the bus, carpooling, being dropped off, and driving to school.

Enrollment Boundaries

Figure 7 shows current enrollment boundaries for the six elementary schools in Emporia. Timmerman Elementary School is not visible on the map, but is represented by the dark blue area. Notably, the enrollment boundaries for four of the six schools – Village, Walnut, William Allen White, and Logan Avenue – are about a mile wide at most, which means that most students live 0.25 to 1 mile away from their school. The enrollment boundaries for Timmerman Elementary School (blue) and Riverside Elementary School (red) are much wider.

People are generally willing to walk, bike, or roll for 15 minutes at a stretch or for trips of 15 minutes or less, the equivalent of about a $\frac{3}{4}$ mile walk or 3 mile bike ride, according to the Congress for New Urbanism. The distance varies based on factors like age, physical disability, convenience, weather, and others. Based on enrollment boundaries alone, one would anticipate a much larger share of students at schools with small enrollment boundaries would walk, bike, or roll, compared to schools with larger boundaries.

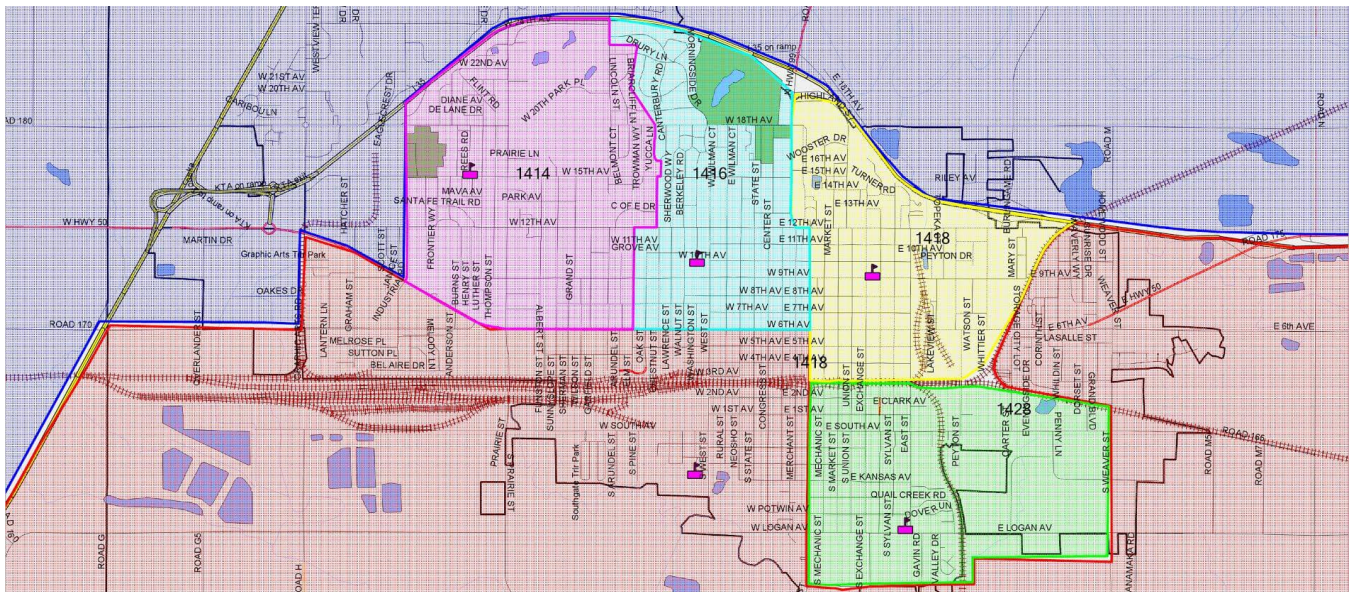


FIGURE 7: USD 253 ELEMENTARY SCHOOL ENROLLMENT BOUNDARIES

Principal Survey

USD 253 staff created a survey for the principals at each school to help the project team confirm arrival and dismissal details in advance of the site visits. The survey also allowed the principals to share what types of pedestrian or bicycle safety lessons occur at schools currently (described in the Policies and Practices section).

Principals estimated the number of students who ride the bus, carpool, were driven by a caregiver, and drive, as well as how many students walk, bike, or roll regularly:

- **Emporia High School:** About 10 students (less than 1% of students)
- **Emporia Middle School:** 25-50 students (about 3-5% of students)
- **Logan Avenue Elementary School:** 25-50 students (about 10-20% of students)
- **Riverside Elementary School:** About 10 students (about 2% of students)
- **Timmerman Elementary School:** About 20 students (about 6% of students)
- **Village Elementary School:** About 15 students (about 4% of students)
- **Walnut Elementary School:** 30-40 students (about 10-15% of students)
- **William Allen White Elementary School:** 30-40 students (about 15-20% of students)

Generally, these estimates of how many students walk, bike, or roll may have been optimistic, as field observations were on the lower end of these ranges.

Caregiver Survey

The caregiver survey was open from March 1, 2024, until April 8, 2024. The survey asked questions about the “why” behind travel to and from school, e.g., how far families live from school and other barriers, and attitudes around walking, biking, and rolling. The charts below share the primary findings about trends in student travel to and from school.

A total of 52 caregivers responded, with most responses (43) from elementary and middle school caregivers. Two-thirds (67%) of respondents currently drive their student to school, citing lack of safe infrastructure, traffic safety, and distance or time as their top three concerns when considering how their student gets to and from school. A quarter (23%) of respondents’ students walk, bike, or roll to school.

Note that this survey does not provide a representative sample of Emporia, and there is a self-selection bias in responses since those interested in walking, biking, and rolling were more likely to respond. The survey response rate represents a small fraction of the student population and may not reflect the experiences and perspectives of all families.

Figure 8 shows that 54% of students in the survey live within a mile of their school, with 40% living within half a mile from their school, which is generally considered a reasonable walking distance for students who are upper elementary school age or older. 46% of respondents report their student lives more than a mile from school.

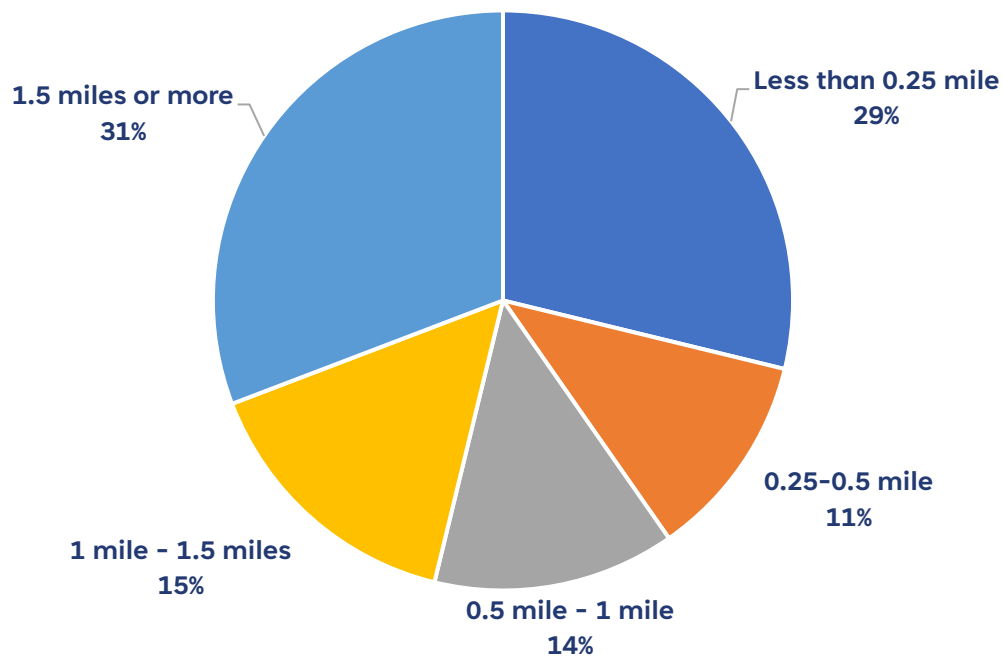


FIGURE 8: STUDENT TRAVEL DISTANCES TO SCHOOL

The survey also included a question on how caregivers would ideally like their child to travel to and from their school. This question allowed respondents to select more than one option. Survey respondents would most prefer their children to walk/roll, bike, and ride in a personal vehicle to school, in that order (**Figure 9**). This indicates that ideally caregivers would like their child to be able to walk, bike, or roll, but that they will drive their students to ensure personal safety, for convenience, or other reasons.

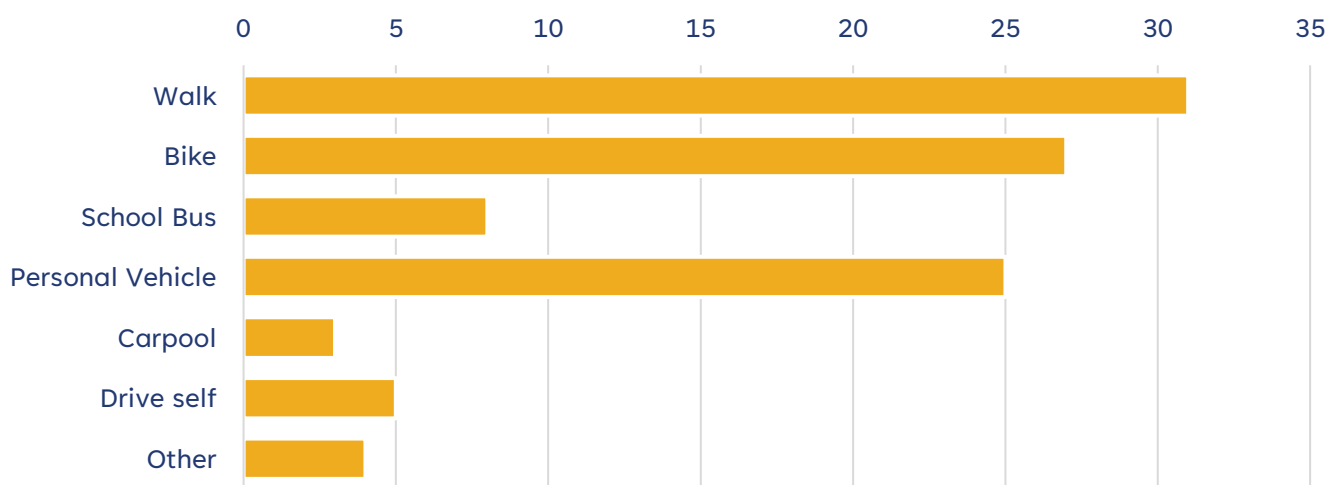


FIGURE 9: REPORTED IDEAL MODE OF TRAVEL TO/FROM SCHOOL

Chapter 3: Engineering Recommendations by School

This chapter describes the project team’s overall approach to identifying engineering (infrastructure) issues and recommendations, and includes a summary of observations and a map and description of engineering recommendations for each school. When choosing how to prioritize projects to construct first, consider the relative need of schools via factors like the share of students eligible for free and reduced lunch and the share of students with disabilities.

Our Approach

Centering Children’s Travel Needs

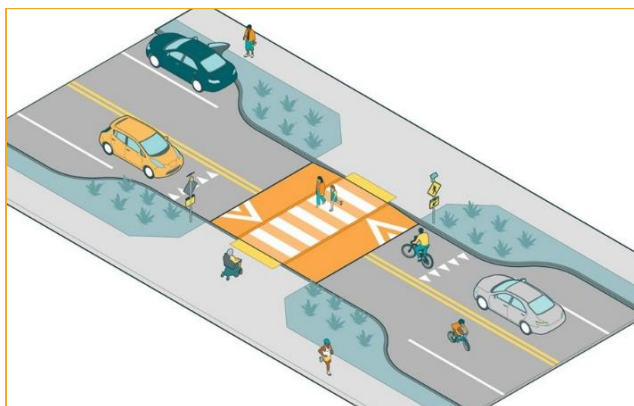
Children are different sizes and have different physical and cognitive capabilities than adults. The engineering recommendations in this plan adhere to the following principles to create safe walking, biking, and rolling environments for children:



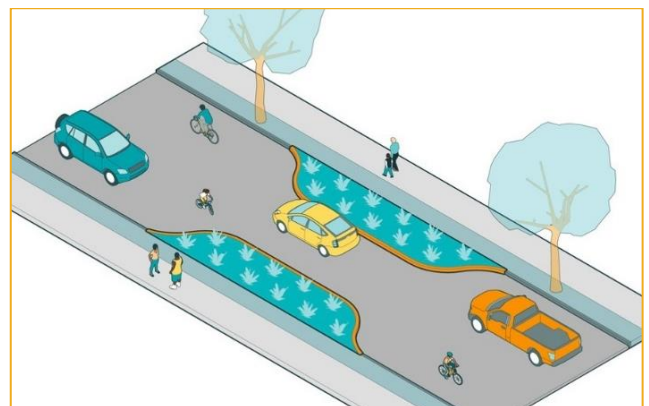
1 Provide dedicated space for walking/biking/rolling



2 Simplify crossings



3 Increase visibility



4 Design for safe vehicle speeds

Emporia High School & Emporia Middle School

Observations and Walk Audits: High School



FIGURE 10: EMPORIA HIGH SCHOOL ENTRANCE

- **Date/time of observation:** The project team observed dismissal from 3:00 PM to 4:00 PM at Emporia High School on Tuesday, April 9, 2024.
- **Main drop-off/pick-up locations:** Caregivers pick up and drop off students using the main driveway by the school's front entrance facing W 18th Avenue. Caregivers were also observed waiting for students in the church parking lot across Graphic Arts Road. Buses pick up and drop off students using the bus lane by the rear entrance on the north side of the school.
- **Crossing guards:** The high school does not have a crossing guard.
- **Behaviors:** During dismissal there is a steady stream of students exiting via the front and rear entrances. Students leaving the front of the school building flow into the parking lot from all directions, cutting through driver queues. There are no designated crossings of the pick-up/drop-off lane. Many students walk west to Graphic Arts Road and were observed sprinting across the roadway near the school driveway to meet caregivers in the church parking lot or near 20th Avenue to continue walking into the neighborhoods to the west. Several students also crossed 18th Avenue using the rectangular rapid flashing beacon (RRFB). Drivers enter the pick-up/drop-off lane from both 18th Avenue and Graphic Arts Road and form two lanes of one-way traffic from both directions, then funnel into the southbound exit lane. Drivers also exit the driveway onto Graphic Arts Road. This intersection is a right-in, right-out, but drivers were observed turning left or making U-turns on Graphic Arts Road to travel south.



FIGURE 11: EMPORIA HIGH SCHOOL

Observations and Walk Audits: Middle School



FIGURE 12: EMPORIA MIDDLE SCHOOL ENTRANCE

- **Date/time of observation:** The project team observed dismissal from 3:00 PM to 4:00 PM at Emporia Middle School on Tuesday, April 9, 2024.
- **Main drop-off/pick-up locations:** School buses pick up and drop off students using the main driveway at the school's front entrance off Graphic Arts Road. Most caregivers line up in the back parking lot and along W 24th Avenue to pick up students. A few caregivers were also observed picking up students in the church parking lot at the intersection of W 24th Avenue & Graphic Arts Road and on the east side of Graphic Arts Road in front of the school.
- **Crossing guards:** The middle school has a crossing guard at the crossing of Graphic Arts Road by Mt. Vernon Terrace. On the day of observations, the crossing guard was not wearing a high visibility vest.
- **Behaviors:** During dismissal, students exit the middle school building in all directions. Students accessing rides or buses and leaving the front of the school are picked up in the front driveway. Students are also picked up along 24th Avenue, and some walk a short distance from the school campus to be picked up, while a few were observed walking further into the neighborhoods to the north and east of the school. Some students who traveled north along Graphic Arts Road from the middle school were observed darting across Graphic Arts Road traffic, by the intersection with W 24th Avenue, to access the church parking lot where caregivers were waiting to pick them up. These students waited until they could find gaps in traffic to run across the road. A small number of caregivers were observed picking up students along the east side of Graphic Arts Road. When this occurs, drivers traveling north on Graphics Arts Road must pass these vehicles, which can present a multiple threat conflict for students crossing Graphic Arts Road at Mt. Vernon Terrace.



FIGURE 13: EMPORIA MIDDLE SCHOOL

Engineering Recommendations

Using information garnered from the site observation and public engagement, as well as knowledge of best practices, the project team developed the engineering recommendations for Emporia High School and Emporia Middle School detailed in **Figure 14**. More information about each proposed recommendation is found in **Table 2**.

All results, recommendations, concept drawings, and commentary contained herein are based on limited data and information and on existing conditions that are subject to change. Further analysis and engineering design are necessary prior to implementing any of the recommendations contained herein.



FIGURE 14: MAP OF EMPORIA HIGH SCHOOL & MIDDLE SCHOOL ENGINEERING RECOMMENDATIONS

TABLE 2: EMPORIA HIGH SCHOOL & MIDDLE SCHOOL ENGINEERING RECOMMENDATIONS

Map ID	Location	Issue	Recommendation	Lead Implementer(s)
1	24th Ave (Graphic Arts Rd to Brookfield Apartments)	School zone signage and marking incomplete, existing school zone speed limit signs have excess text and different hours for Wednesdays.	Develop broader school zone signage and marking plan, extend school zone east of W Ridge Dr to encompass that crossing since it is frequently used by students, consider school zone flashers to replace text below speed limit signs.	City of Emporia USD 253
		No sidewalk on north side of street, sidewalk on south side of street uplifted or cracked, street designed for higher speeds.	Install sidewalk on north side of street from Graphic Arts Rd to W Ridge Dr, install ADA compliant curb ramps and assess need for high-visibility crosswalks and stop bars as needed at intersecting streets to facilitate crossings and encourage motor vehicle yielding. Reconstruct or repair sidewalk panels on south side and plant trees in sidewalk buffer where there are no utility conflicts to help visually narrow the roadway. Stripe parking lane on south side between Graphic Arts Rd & W View Dr in curbside area created by new curb extensions at those crossings (see below).	City of Emporia
2	W 24th Ave & W Ridge Dr	Crosswalk markings faded, crossing lacks appropriate crossing signage, no yield bar at mid-block crossing and concern about drivers not yielding. Curb ramp(s) do not appear to be ADA compliant.	Remark existing crosswalk with high-visibility markings, mark new yield bar, and install advance yield or stop markings and "Yield/Stop Here to Pedestrians" sign 30-50 ft in advance of the crosswalk. Reconstruct or repair existing curb ramp(s). Install median crossing island with in-street pedestrian crossing sign or curb extensions, considering overall roadway width and the future recommended cross section for the roadway, which may include bike lanes. The intention of both treatments is to narrow travel lanes to encourage lower driver speeds and to narrow the crossing distance for students walking, biking, and rolling.	City of Emporia

Map ID	Location	Issue	Recommendation	Lead Implementer(s)
3	W 24th Ave & W View Terr	Crossing is unmarked and concern about drivers not yielding due to lack of appropriate crossing signage.	Install new high-visibility crosswalk on west, north, and south legs and install school crossing signs with downward pointing arrows. Study intersection for STOP control.	City of Emporia
		Parked cars on 24 th Ave obstruct sight lines between drivers and students who are crossing.	Install tapered curb extensions on north and south side of the west leg of the intersection to align with sidewalk on school campus. The taper would gradually shift traffic and could be paired with a parking lane on the south side of 24th Ave.	
		Curb ramp(s) does not appear to be ADA compliant, curb ramp(s) not aligned with crossing, and missing curb ramp.	Install ADA compliant curb ramps aligned with north-south & east-west crossings on all corners.	
4	Graphic Arts Rd & 24th Ave	Crossing is unmarked, lacks appropriate crossing signage, and pedestrians/bicyclists unable to find sufficient gaps in traffic.	Install new high-visibility crosswalks on south and east leg, mark new stop bar on east leg, and install pedestrian crossing signs with downward pointing arrows. Install median crossing island with in-street pedestrian crossing sign or curb extensions on Graphic Arts Rd, considering overall roadway width and the future recommended cross section for the roadway, which may include bike lanes. The intention of both treatments is to narrow travel lanes to encourage lower driver speeds and to narrow the crossing distance for students walking, biking, and rolling.	City of Emporia
		Missing curb ramps on all corners other than northwest corner of intersection. Concern about driver turning movements, driver speeds, and drivers not yielding.	Install new curb ramps and install tapered curb extension on south side of crossing of 24th Ave to shorten crossing distance and slow driver turns.	

Map ID	Location	Issue	Recommendation	Lead Implementer(s)
5	Graphic Arts Rd & Mt Vernon Terr	Parked cars obstruct sight lines during school pick up.	Relocate existing crosswalk from south side of Mt Vernon Terr to north side of the school driveway to align with existing sidewalk.	City of Emporia
		Crosswalk is narrow, markings faded, not high visibility, and crossing lacks appropriate crossing signage.	Remark crosswalk in new location with high-visibility markings, install advance pedestrian warning signs, and install rectangular rapid flashing beacon (RRFB).	
		Long crossing distance.	Install median crossing island with in-street pedestrian crossing sign or curb extensions, considering overall roadway width and the future recommended cross section for the roadway, which may include bike lanes. The intention of both treatments is to narrow travel lanes to encourage lower driver speeds and to narrow the crossing distance for students walking, biking, and rolling.	
		Curb ramp does not appear to be ADA compliant and not aligned with crossing.	Install new curb ramp on both sides of Graphic Arts Rd and install curb radius reduction (reconstruct corner on east side to reduce curb radius and include two separate ADA curb ramps aligned with the east-west and north-south crossing).	

Map ID	Location	Issue	Recommendation	Lead Implementer(s)
6	Graphic Arts Rd (W 24th Ave to W 18th Ave)	School zone signage and marking incomplete, existing school zone speed limit signs have excess text and different hours for Wednesdays.	Develop broader school zone signage and marking plan and consider school zone flashers to replace text below speed limit signs. Target signage and markings around each school, not along the entire length of this segment, to not dull driver attention to each school zone. Advance warning signage will be especially important in advance of the high school and middle school rectangular rapid flashing beacons (RRFBs).	City of Emporia USD 253
		No sidewalk on west side of roadway.	Install new sidewalk on the west side of the roadway, including ADA compliant curb ramps. Assess need for high-visibility crosswalks and stop bars as needed at intersecting streets to facilitate crossings and encourage motor vehicle yielding. There is sufficient right-of-way (ROW) to bump out curb and gutter to accommodate a sidewalk on the west side, rather than constructing it through homeowner property. On the east side of the street, install crossing improvements at intersecting streets, especially all of the school driveways. These driveways should include high visibility crosswalks, and long-term, driveway reconstruction should make the sidewalk level through these driveways to create an apron to reduce driver turning speeds and heighten awareness of pedestrians. Consider a splitter pedestrian refuge island at the middle school egress.	City of Emporia
		Street designed for higher speeds.	Consider a longer-term project to study Graphic Arts Rd for a road diet. Consider updating the cross-section of this segment of Graphic Arts Rd to be two 12' travel lanes, buffered 6' sidewalks, no center turn lane.	

Map ID	Location	Issue	Recommendation	Lead Implementer(s)
7	Graphic Arts Rd & 20th Ave	Crossing is unmarked and missing curb ramps.	Install new high-visibility crosswalk south of west 20th Ave and drainage inlet on east side of street. Install new curb ramps on east and west side of Graphic Arts Rd.	City of Emporia
		Crossing may be difficult for drivers to see or anticipate due to roadway curvature or visual obstructions – southbound drivers crest a hill just north of this crossing. Pedestrians/bicyclists unable to find sufficient gaps in traffic and concern about driver turning movements, driver speeds, and drivers not yielding.	Install an advance pedestrian warning sign and rectangular rapid flashing beacon (RRFB). Install median crossing island with in-street pedestrian crossing sign or curb extensions, considering overall roadway width and the future recommended cross section for the roadway, which may include bike lanes. The intention of both of these treatments is to narrow travel lanes to encourage lower driver speeds and to narrow the crossing distance for students walking, biking, and rolling.	
8	Pick-Up/Drop Off Lane (Graphic Arts Rd to West Side of School)	No sidewalk along east-west entrance to school.	Install new sidewalk on the north side of the pick-up/drop off lane where missing.	USD 253
9	Graphic Arts Rd & Pick-Up/Drop-Off Lane	Crossing is unmarked between curb ramps and lacks appropriate crossing signage (current STOP sign is short and faded). No stop bar at controlled crossing. Pedestrians/bicyclists unable to find sufficient gaps in traffic and concern about driver turning movements, driver speeds, and drivers not yielding.	Install new high-visibility crosswalk, replace STOP sign, and mark new stop bar.	City of Emporia USD 253
		Right in, right out – no left turns allowed, but drivers still turn left.	Install hardened center line on Graphic Arts Rd to physically prohibit left turns.	

Map ID	Location	Issue	Recommendation	Lead Implementer(s)
10	Front Entrance Route	At pedestrian crossing of pick-up/drop-off lane immediately in front of main entrance, there is no curb ramp on either side and crossing is unmarked (there are no marked crosswalks along the entire driveway, and this is where most students cross). Significant volumes of students weave through queues of traffic, cars observed queuing in the middle of this crossing.	Install raised crosswalk with high-visibility crosswalk markings and pedestrian crossing signs with downward pointing arrows.	USD 253
		The pedestrian crossing just south of this in the parking lot is missing a curb ramp on the north side and the curb ramp on the south side is not ADA accessible. Crosswalk markings faded and not high visibility (yellow transverse markings). There is a short STOP sign and no stop bar at this controlled crossing. Significant volumes of students weave through queues of traffic, cars observed queuing in the middle of the crossing.	Install raised crosswalk with high-visibility crosswalk markings and replace STOP sign with pedestrian crossing signs with downward pointing arrows.	
11	Graphic Arts Rd and W 18th Ave	Roundabout was installed recently but crosswalk markings seem to have been removed - there is slight indent in roadway in the shape of the paint.	Remark existing crosswalk on all intersection legs.	City of Emporia
12	W 18th Ave (Graphic Arts Rd to Curve)	No sidewalk on north side of W 18th Ave from roundabout to entrance to east parking lot.	Install new sidewalk and ADA compliant curb ramps. Assess need for high-visibility crosswalks and stop bars as needed at intersecting streets to facilitate crossings and encourage motor vehicle yielding.	City of Emporia
		School zone signage and marking incomplete.	Develop broader school zone signage and marking plan.	City of Emporia USD 253

Logan Avenue Elementary School

Observations and Walk Audits



FIGURE 15: LOGAN AVENUE ELEMENTARY SCHOOL ENTRANCE

- **Date/time of observation:** The project team observed arrival from 7:15 AM to 8:00 AM at Logan Avenue Elementary School on Thursday, April 11, 2024.
- **Main drop-off/pick-up locations:** Caregivers drop off and pick up students using the primary driveway in front of the school on East Street.
- **Crossing guards:** During arrival, a school staff member stands by the drop-off line at the crosswalk immediately in front of the main entrance. This greeter/crossing guard does not wear a high-visibility vest or use a STOP paddle, but he steps into the drop-off line to stop traffic and help students and families safely use the crosswalk. During dismissal, two other staff members, posted at Logan Avenue and East Street and East Street and Potwin Avenue, join this crossing guard.
- **Behaviors:** A bus picks up middle school students on Potwin Avenue prior to arrival at the elementary school. Twenty students walked south on East Street toward the school. Students who walk south on East Street walk all the way to the driveway crossing and cross using the crosswalk. Seven students walked east on Potwin Avenue. Three students walked west on Logan Avenue. A few students in each group boarded the middle school bus, while the rest carried on to the elementary school.
- Caregivers mainly drive southbound on East Street and drop students off using the drop-off lane or park on East Street and walk with students to the entrance. Drop-off appears orderly, and queues vary in length but do not overflow onto East Street. Following peak arrival, an additional bus delivered a student using the same pick-up/drop-off lane.



FIGURE 16: LOGAN AVENUE ELEMENTARY SCHOOL

Engineering Recommendations

Using information garnered from the site observation and public engagement, as well as knowledge of best practices, the project team developed the engineering recommendations for Logan Avenue Elementary School detailed in **Figure 17**. More information about each proposed recommendation is found in **Table 3**.

All results, recommendations, concept drawings, and commentary contained herein are based on limited data and information and on existing conditions that are subject to change. Further analysis and engineering design are necessary prior to implementing any of the recommendations contained herein.



FIGURE 17: MAP OF LOGAN AVENUE ELEMENTARY ENGINEERING RECOMMENDATIONS

TABLE 3: LOGAN AVENUE ELEMENTARY SCHOOL ENGINEERING RECOMMENDATIONS

Map ID	Location	Issue	Recommendation	Lead Implementer (s)
13	Kansas Ave & East St	Crossing is unmarked and no stop bar at controlled crossing.	Install new high-visibility crosswalk and mark new stop bar.	City of Emporia
		Curb ramp not aligned with crossing and uplifted sidewalk on southwest corner.	Reconstruct or repair existing curb ramp and level the sidewalk on the south side.	
14	S East St (E Kansas Ave to E Potwin Ave)	Sidewalk on west side of the street uplifted or cracked south of Kansas Ave and obstructed by vegetation. North of Kansas Ave, sidewalk on this side is too narrow (<4ft wide).	Reconstruct or repair sidewalk south of Kansas Ave. Longer term, improve sidewalks all the way north.	City of Emporia
		No sidewalk on east side of the street.	Install new sidewalk on east side of the street and ADA compliant curb ramps. Assess need for high-visibility crosswalks and stop bars as needed at intersecting streets to facilitate crossings and encourage motor vehicle yielding.	
15	S Sylvan St & E Potwin Ave	Crossing is unmarked on north leg, and existing crosswalk markings on west leg not high visibility.	Install new high-visibility crosswalk on north leg and remark existing crosswalk with high-visibility markings on west leg.	City of Emporia
		Concern about drivers not yielding - uncontrolled on all legs (no STOP signs).	Study intersection for STOP control. On north leg, mark new stop bar.	
16	Entrance to Drop Off Lane	Crossing is unmarked.	Install new high-visibility crosswalk. Consider a longer-term project to make sidewalk level through school driveways to create apron to prevent drivers from stopping in the crosswalk and heighten awareness of pedestrians.	USD 253

Map ID	Location	Issue	Recommendation	Lead Implementer (s)
17	E Logan Ave & Valley Dr	Crosswalk markings not high visibility. Long crossing distance, with 16'+ travel lanes.	Remark existing crosswalk with high-visibility markings. Install median crossing island with in-street pedestrian crossing sign or curb extensions, considering overall roadway width and the future recommended cross section for the roadway, which may include bike lanes. The intention of both treatments is to narrow travel lanes to encourage lower driver speeds and to narrow the crossing distance for students walking, biking, and rolling.	City of Emporia
		Crossing may be difficult for drivers to see or anticipate due to roadway curvature or visual obstructions - potential glare in morning and afternoon. Concern about driver turning movements, driver speeds, and drivers not yielding. Observed northbound driver turn left out of Valley Drive at high speed without stopping.	Install advance pedestrian warning sign, advance yield or stop markings, "Yield/Stop Here to Pedestrians" sign 30-50 ft in advance of the crosswalk, and rectangular rapid flashing beacon (RRFB).	
		Street designed for higher speeds, with 16'+ travel lanes.	Study for road diet: potential to narrow lanes on Logan Ave to create additional space for people walking, biking, and rolling.	

Riverside Elementary School

Observations and Walk Audits



FIGURE 18: RIVERSIDE ELEMENTARY SCHOOL ENTRANCE

- **Date/time of observation:** The project team observed arrival from 7:15 AM to 8:00 AM at Riverside Elementary School on Thursday, April 11, 2024.
- **Main drop-off/pick-up locations:** Most students were observed arriving to school in personal vehicles using the school's front driveway loop. Some students were dropped off in the west parking lot, walking through striped accessible parking spaces over to the school sidewalk and to the front door.
- **Crossing guards:** Crossing guards were not present during arrival observations.
- **Behaviors:** During observations, no students were seen walking, biking, or rolling to school. Caregivers dropped off students using the school's front pick-up/drop-off lane. Buses also use this driveway to drop off students with special needs. Some drivers were observed getting out of the pick-up/drop-off lane and driving along the east side to pass drivers waiting to drop off students. Drivers pulling away from the driveway after dropping off students were cautious of drivers trying to pull out in front of them at the same time. This presented an additional hazard to students who exited vehicles on the left side. After exiting the drop-off driveway at S West Street, some drivers were observed traveling north at high speeds.



FIGURE 19: RIVERSIDE ELEMENTARY SCHOOL

Engineering Recommendations

Using information garnered from the site observation and public engagement, as well as knowledge of best practices, the project team developed the engineering recommendations for Riverside Elementary School detailed in **Figure 20**. More information about each proposed recommendation is found in **Table 4**.

All results, recommendations, concept drawings, and commentary contained herein are based on limited data and information and on existing conditions that are subject to change. Further analysis and engineering design are necessary prior to implementing any of the recommendations contained herein.

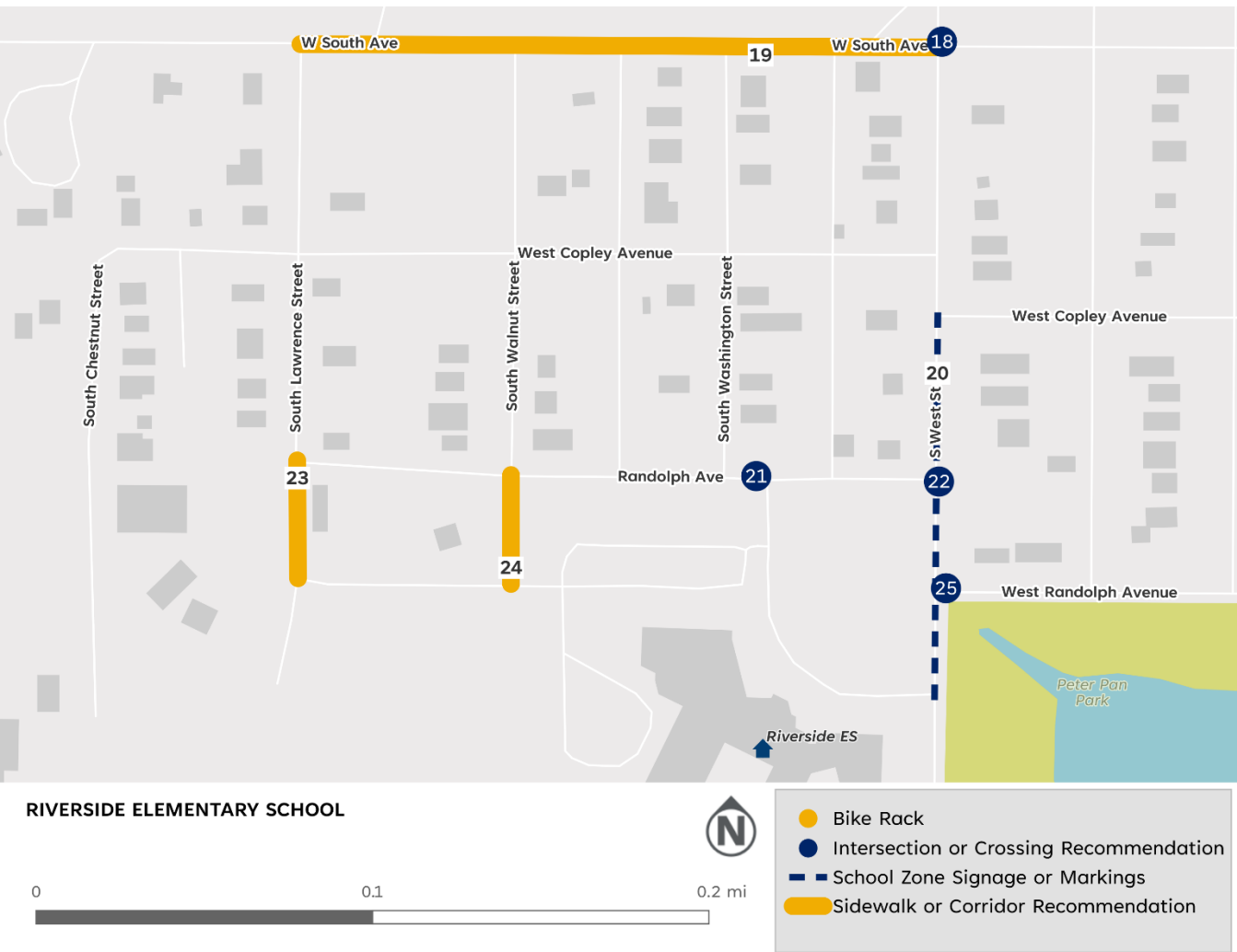


FIGURE 20: MAP OF RIVERSIDE ELEMENTARY ENGINEERING RECOMMENDATIONS

TABLE 4: RIVERSIDE ELEMENTARY SCHOOL ENGINEERING RECOMMENDATIONS

Map ID	Location	Issue	Recommendation	Lead Implementer(s)
18	West St & W South Ave	Crosswalk markings faded on west, north, and south legs. No visible centerline on South Ave – only pavement markings are sharrows. Poor pavement quality in the intersection including large pothole near southwest corner.	Remark existing crosswalk with high-visibility markings on west, north, and south legs. Stripe a double yellow centerline near crossing (consider opportunity to stripe following repaving).	City of Emporia
		Long crossing distance - South Ave is approximately 34' wide.	Install median crossing island with in-street pedestrian crossing sign or curb extensions, considering overall roadway width and the future recommended cross section for the roadway, which may include bike lanes. The intention of both treatments is to narrow travel lanes to encourage lower driver speeds and to narrow the crossing distance for students walking, biking, and rolling.	
		Curb ramp does not appear to be ADA compliant on south side of West St.	Reconstruct or repair existing curb ramp.	
		Concern about driver turning movements, driver speeds, and drivers not yielding.	Install advance yield or stop markings, "Yield/Stop Here to Pedestrians" sign 30-50 ft in advance of the crosswalk, and rectangular rapid flashing beacon (RRFB).	
19	South Ave (Lawrence St to West St)	Sidewalk on south side of South Ave too narrow (<4 ft wide) and uplifted or cracked. South Ave is posted 30 mph, but observed speeds felt faster.	Reconstruct, repair, and/or widen sidewalk on south side of South Ave.	City of Emporia
20	West St (Copley Ave to School Driveway Exit)	School zone signage and marking incomplete - no school zone signs for northbound traffic and only one school zone speed limit sign for southbound traffic.	Develop broader school zone signage and marking plan.	City of Emporia USD 253

Map ID	Location	Issue	Recommendation	Lead Implementer(s)
21	Randolph Ave & Washington St/School Driveway	Crosswalk markings faded and not high visibility across Randolph Ave and across school drop-off/pick-up driveway entrance.	Remark existing crosswalk with high-visibility markings across Randolph Ave and across school drop-off/pick-up driveway entrance.	USD 253
22	West St & Randolph Ave (North Side)	Crossing is unmarked across West St on south leg, crosswalk markings faded across Randolph Ave. Crossing missing curb ramps.	Remark existing crosswalk with high-visibility markings across Randolph Ave, install new high-visibility crosswalk and curb ramps across West St on south leg.	City of Emporia
23	Lawrence St (Rindom Rd to Randolph Ave)	No sidewalk on west side of street.	Install new sidewalk on west side of the street along St. Catherine property, including short gap around corner.	City of Emporia
24	Walnut St (Rindom Rd to Randolph Ave)	No sidewalk on east side of street.	Install new sidewalk on east side of the street on school property to connect existing sidewalks. Install ADA compliant curb ramps and assess need for high-visibility crosswalks and stop bars as needed at intersecting streets to facilitate crossings and encourage motor vehicle yielding.	USD 253
25	S West St & Randolph Ave	Crosswalk markings faded across W Randolph Ave.	Remark existing crosswalk with high-visibility markings across W Randolph Ave.	City of Emporia

Timmerman Elementary School

Observations and Walk Audits



FIGURE 21: TIMMERMAN ELEMENTARY SCHOOL ENTRANCE

- **Date/time of observation:** The project team observed arrival from 7:20 AM to 8:00 AM at Timmerman Elementary School on Wednesday, April 10, 2024.
- **Main drop-off/pick-up locations:** The rear drop-off/pick-up lane on the north side of the school is the designated driveway for caregivers during arrival and dismissal. The front drop-off/pick-up lane on Timmerman Drive is the designated for buses and students with disabilities. Most adults adhere to these procedures and use the rear driveway; however, some are opportunistic and use the front driveway and/or parking spots once buses have dropped off students. Some caregivers parked in the north parking lot and walked their students to the entrance. Some caregivers also park on the west side of Timmerman Drive and allow their students to exit vehicles from there. These students run through the grass in front of the school and through traffic in the drop-off lane. Caregivers adhere to the no parking restrictions on the east side of Timmerman Drive.
- **Crossing guards:** The school has a crossing guard at Timmerman Drive and 29th Terrace during afternoon dismissal.
- **Behaviors:** Southbound drivers turning right into the bus lane have poor visibility due to cars parked on the west side of Timmerman Drive, and several drivers were observed turning at high speeds without checking for students in the crosswalk. The rear drop-off line appeared orderly. Following peak arrival, queues exiting the rear drop-off lane contributed to heavy vehicle activity at Timmerman Drive and 29th Terrace. Several students walked to school from 29th Terrace and crossed Timmerman Drive using the crosswalk. Caregivers were observed accompanying their students on their walk to school and they expressed concerns about driver yielding at that intersection in the morning since there is no crossing guard. A student was observed sprinting across Timmerman Drive from the west side of the street directly in front of the school. About 10 students walked or biked from W Ridge Court and S Parkway Court.



FIGURE 22: TIMMERMAN ELEMENTARY SCHOOL

Engineering Recommendations

Using information garnered from the site observation and public engagement, as well as knowledge of best practices, the project team developed the engineering recommendations for Timmerman Elementary School detailed in **Figure 23**. More information about each proposed recommendation is found in **Table 5**.

All results, recommendations, concept drawings, and commentary contained herein are based on limited data and information and on existing conditions that are subject to change. Further analysis and engineering design are necessary prior to implementing any of the recommendations contained herein.



FIGURE 23: MAP OF TIMMERMAN ELEMENTARY ENGINEERING RECOMMENDATIONS

TABLE 5: TIMMERMAN ELEMENTARY SCHOOL ENGINEERING RECOMMENDATIONS

Map ID	Location	Issue	Recommendation	Lead Implementer(s)
26	29th Terr (Timmerman Dr to W Lake Dr)	No sidewalk on north side of block, but several students live there - observed student exit house and walk to school from north side of the street.	Install new sidewalk on north side - buffered if possible. Install ADA compliant curb ramps and assess need for high-visibility crosswalks and stop bars as needed at intersecting streets to facilitate crossings and encourage motor vehicle yielding.	City of Emporia
27	Timmerman Dr & 29th Terr	Crossing is unmarked on east, west, and north sides of intersection, crosswalk markings not high visibility on south side. There are three curb ramps which do not all appear to be ADA compliant and are not all aligned with crossing. Other curb ramps are missing.	Install new high-visibility crosswalk on east, west, and north sides of intersection, remark existing crosswalk with high-visibility markings on south side. Install new curb ramps and reconstruct or repair existing curb ramps so there are eight ADA compliant curb ramps aligned with all four crossings.	City of Emporia
		Crossing lacks appropriate crossing signage - there is one school crossing sign with downward pointing arrows on the southeast corner of the intersection (for northbound traffic). Pedestrians/bicyclists unable to find sufficient gaps in traffic when crossing guard not present and concern about drivers not yielding. No stop bar at controlled crossing on east and west approaches.	Mark new stop bar on east and west approaches. Study intersection for northbound/southbound STOP control. Install curb radius reduction to tighten intersection, slow turning speeds, and better align curb ramps with crosswalks.	

Map ID	Location	Issue	Recommendation	Lead Implementer(s)
28	Timmerman Dr & Front Drop-Off Lane Entrance	Crossing of driveway and of Timmerman Dr is unmarked. North-south curb ramps mostly aligned with crossing, but not ADA compliant and flares obstruct path of travel. Curb ramps missing for east-west crossing.	Install new high-visibility crosswalk at school driveway and crossing Timmerman Dr on the north side of the drop-off lane (aligning with the sidewalk). Reconstruct or repair existing curb ramp to have wider flares, install new curb ramps for east-west crossing.	USD 253
		For driveway crossing, concern about driver turning movements, driver speeds, and drivers not yielding turning right to enter bus lane. Parked cars on west side of the street obstruct sight lines for southbound drivers turning right into the bus lane. Pedestrians/bicyclists unable to find sufficient gaps in traffic to cross Timmerman Dr - observed student run across the street through traffic at Timmerman Ct. That crossing lacks appropriate crossing signage.	Restrict parking in advance of crosswalk by installing curb extensions on northwest corner to shorten crossing distance of Timmerman Dr, and slow turning speeds. Install school crossing signs with downward pointing arrows at crossing of Timmerman Dr.	City of Emporia
29	Timmerman Dr (29th Terr to S Parkway Ct)	No sidewalk on east side of street.	Install new sidewalk on east side of street. Install ADA compliant curb ramps and assess need for high-visibility crosswalks and stop bars as needed at intersecting streets to facilitate crossings and encourage motor vehicle yielding. Coordinate improvements with new crossings of Timmerman Dr.	City of Emporia
30	Timmerman Dr & Front Drop-Off Lane Exit	Crossing of driveway and of Timmerman Dr is unmarked. North-south curb ramps not aligned with crossing, not ADA compliant. Curb ramps missing for east-west crossing. Pedestrians/bicyclists unable to find sufficient gaps in traffic to cross Timmerman Dr - observed student run across the street through traffic at Timmerman Ct. That crossing lacks appropriate crossing signage.	Install new high-visibility crosswalk at school driveway and crossing Timmerman Dr on the south side of the drop-off lane (aligning with the sidewalk). Install new curb ramp on east side and two on southwest corner. Install school crossing signs with downward pointing arrows at crossing of Timmerman Dr.	City of Emporia USD 253

Map ID	Location	Issue	Recommendation	Lead Implementer(s)
31	Timmerman Dr & S Parkway Ct	Crosswalk markings not high visibility on north and east side of intersection. Curb ramps not aligned with crossing and do not appear to be ADA compliant - curb ramp on southeast corner has particularly poor surface with trip hazards.	Remark existing crosswalk with high-visibility markings. Reconstruct or repair existing curb ramp on southeast corner and install new curb ramp.	City of Emporia
		No stop bar at controlled crossing. Pedestrians/bicyclists unable to find sufficient gaps in traffic and concern about drivers not yielding.	Mark new stop bar and install advance pedestrian warning sign 200 ft south of crossing. Study intersection for STOP control north-south on Timmerman Dr.	
32	W Ridge Ct Converted Cul-de-sac (North Sidewalk to South Sidewalk)	No sidewalk on east side of former cul-de-sac. The city has received neighbor complaints about cut-through traffic on W Ridge Ct/Timmerman Dr.	Install new sidewalk and reconstruct street (straight sidewalk) or add traffic diversion island (curved sidewalk). There is a telephone pole and utility box, potentially fiber optics that would likely require the sidewalk go either on the interior of the current curved curb and gutter - or better - connect straight between north-south existing sidewalk.	City of Emporia
		School zone speed limit sign tilted and very difficult to see due to tree branches.	Repair or replace existing school speed limit sign - relocate to south side of roundabout to be more visible.	City of Emporia USD 253

Village Elementary School

Observations and Walk Audits



FIGURE 24: VILLAGE ELEMENTARY SCHOOL ENTRANCE

- **Date/time of observation:** The project team observed arrival from 7:15 AM to 8:00 AM at Village Elementary School on Wednesday, April 10, 2024.
- **Main drop-off/pick-up locations:** Students are dropped off primarily in the school's front driveway on W 15th Avenue. Caregivers also drop off students in the new adjacent parking lot to the east off Luther Street.
- **Crossing guards:** There is crossing guard located at the crosswalk on W 15th Avenue near Sean Street. The crossing guard was wearing a high-visibility vest, greets every student arriving to school, and helps manage traffic entering the school driveway from both directions. This crossing guard is responsible for manually turning on and turning off the flashing speed limit school zone assemblies located along W 15th Avenue.
- **Behaviors:** Several students were observed walking and riding their bikes, primarily west along W 15th Avenue to get to the school's front entrance. The buses and personal vehicles both use the main driveway to drop off students. Caregivers were observed parking along Sean Street and walking with their students to W 15th Avenue to cross at the crosswalk monitored by the crossing guard. All students enter through the school's main entrance.



FIGURE 25: VILLAGE ELEMENTARY SCHOOL (BOTTOM RIGHT PHOTO OF 15TH AVE & PRAIRIE ST COURTESY OF MEGAN O'BRIEN)

Engineering Recommendations

Using information garnered from the site observation and public engagement, as well as knowledge of best practices, the project team developed the engineering recommendations for Village Elementary School detailed in **Figure 26**. More information about each proposed recommendation is found in **Table 6**.

All results, recommendations, concept drawings, and commentary contained herein are based on limited data and information and on existing conditions that are subject to change. Further analysis and engineering design are necessary prior to implementing any of the recommendations contained herein.

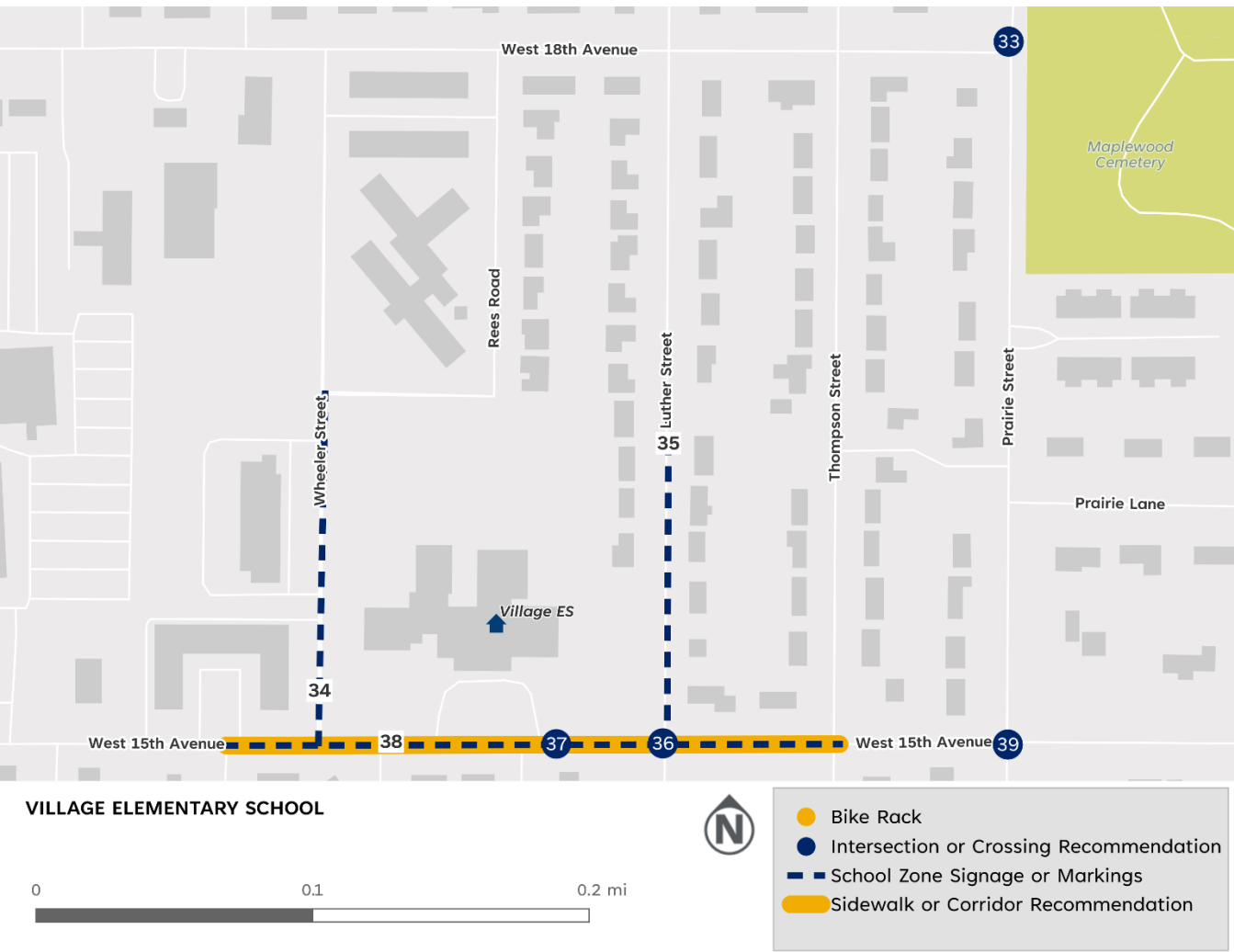


FIGURE 26: MAP OF VILLAGE ELEMENTARY ENGINEERING RECOMMENDATIONS

TABLE 6: VILLAGE ELEMENTARY SCHOOL ENGINEERING RECOMMENDATIONS

Map ID	Location	Issue	Recommendation	Lead Implementer(s)
33	W 18th Ave & Prairie St	Crossing is unmarked across 18th Ave, no stop bar at controlled crossing.	Install new high-visibility crosswalk, mark new stop bar. There is no sidewalk on the east side of Prairie St, so not recommending a crosswalk across Prairie St at this time.	City of Emporia
34	Wheeler St (Village Ave to W 15th Ave)	School zone signage and marking incomplete or completely absent.	Develop broader school zone signage and marking plan.	City of Emporia USD 253
35	Luther St (Village Ave Alignment to W 15th Ave)	School zone signage and marking incomplete or completely absent.	Develop broader school zone signage and marking plan.	City of Emporia USD 253
36	W 15th Ave & Luther St	Crossing of W 15th Ave is unmarked and lacks appropriate crossing signage. Stop bar missing. Curb ramp(s) does not appear to be ADA compliant or missing.	Install new high-visibility crosswalk on all legs of intersection and install school crossing signs with downward pointing arrows across W 15th Ave. Mark new stop bars on Luther St. Reconstruct or repair existing curb ramp(s) and install new curb ramp(s).	City of Emporia

Map ID	Location	Issue	Recommendation	Lead Implementer(s)
37	W 15th Ave & Sean St	Crossing unmarked across school driveway.	Install new high-visibility crosswalk.	USD 253
		Crosswalk markings faded and not high visibility across W 15th Ave, crossing unmarked across Sean St. Existing W 15 th Ave crossing is skewed and has a long crossing distance. Curb ramps do not appear to be ADA compliant. There are no yield markings at the mid-block crossing and the crossing guard expressed concern about a multiple threat condition, where one driver stopping for a pedestrian blocks the view for other drivers who may try to go around.	Install new high-visibility crosswalk, realign crosswalk across W 15th Ave to align with sidewalk on school property and shorten crossing distance, and add yield markings. Reconstruct or repair existing curb ramps. Install median crossing island with in-street pedestrian crossing sign or curb extensions, considering overall roadway width and the future recommended cross section for the roadway, which may include bike lanes. The intention of both treatments is to narrow travel lanes to encourage drivers to slow down and to narrow the crossing distance for students walking, biking, and rolling.	City of Emporia
		Crossing may be difficult for drivers to see or anticipate due to roadway curvature or visual obstructions - poor visibility for westbound drivers due to hill on W 15 th Ave.	Install advance pedestrian warning sign and rectangular rapid flashing beacon (RRFB).	
38	W 15th Ave (Trail Ridge Rd to Thompson St)	School zone signage and marking incomplete with very old flashing assemblies.	Develop broader school zone signage and marking plan, repair or replace existing school speed limit sign.	City of Emporia USD 253
		Street designed for higher speeds.	Study for road diet with buffered bike facility from Industrial Rd to Chestnut St (street narrows east of Chestnut).	City of Emporia
39	W 15th Ave & Prairie St	Crossing is unmarked and no stop bar at controlled crossing. A local parent and her child who bikes to Village ES noted the lack of crosswalks at this location. Curb ramps on all four corners do not appear to be ADA compliant.	Install new high-visibility crosswalk and mark new stop bar. Widen crosswalk and/or assess curb ramp for improved alignment (reconstruct or repair existing curb ramp).	City of Emporia

Walnut Elementary School

Observations and Walk Audits



FIGURE 27: WALNUT ELEMENTARY SCHOOL ENTRANCE

- **Date/time of observation:** The project team observed dismissal from 2:45 PM to 3:45 PM at Walnut Elementary School on Wednesday, April 10, 2024.
- **Main drop-off/pick-up locations:** Grove Avenue is a narrow one-way street, so the school requests that caregivers park in the neighborhood around the school and walk to the school entrance to pick up their students. Most caregivers follow this dismissal procedure. Caregivers earliest to arrive may secure one of a few angled parking spaces available in front of the school. Staff walk students with disabilities to the bus loading zone on 9th Avenue to be picked up by a van to after-school programs.
- **Crossing guards:** School staff serve as crossing guards in four locations: 12th Avenue and Washington Street, Grove Avenue at the raised midblock crossing in front of the school, Grove Avenue and Walnut Street, and Grove Avenue and West Street.
- **Behaviors:** Caregivers walk to the school at 2:55 PM. Many gather on the grass, in the small parking lot on the northwest side (creating a potential conflict with exiting vehicles), and all around the front of the school. Students in grades K-1 exit the northwest doors just before 3:04 PM, and students in grades 2-5 exit the main entrance at 3:04 PM. Adults and students disperse in all directions toward parked vehicles and homes. More than a dozen students head north on Washington Street and cross 12th Avenue – 16 students crossed here, one biking. The crossing guard at this location frequently observes drivers exceeding the school zone speed limit and failing to yield at the rectangular rapid flashing beacon (he reported that some even try to sneak past him when he ushers students across). Other groups of students walk and bike east and west on Grove Avenue, crossing Walnut Street and West Street. The Grove Avenue and West Street crossing is primarily used by students accompanied by caregivers.



FIGURE 28: WALNUT ELEMENTARY SCHOOL

Engineering Recommendations

Using information garnered from the site observation and public engagement, as well as knowledge of best practices, the project team developed the engineering recommendations for Walnut Elementary School detailed in **Figure 29**. More information about each proposed recommendation is found in **Table 7**.

All results, recommendations, concept drawings, and commentary contained herein are based on limited data and information and on existing conditions that are subject to change. Further analysis and engineering design are necessary prior to implementing any of the recommendations contained herein.

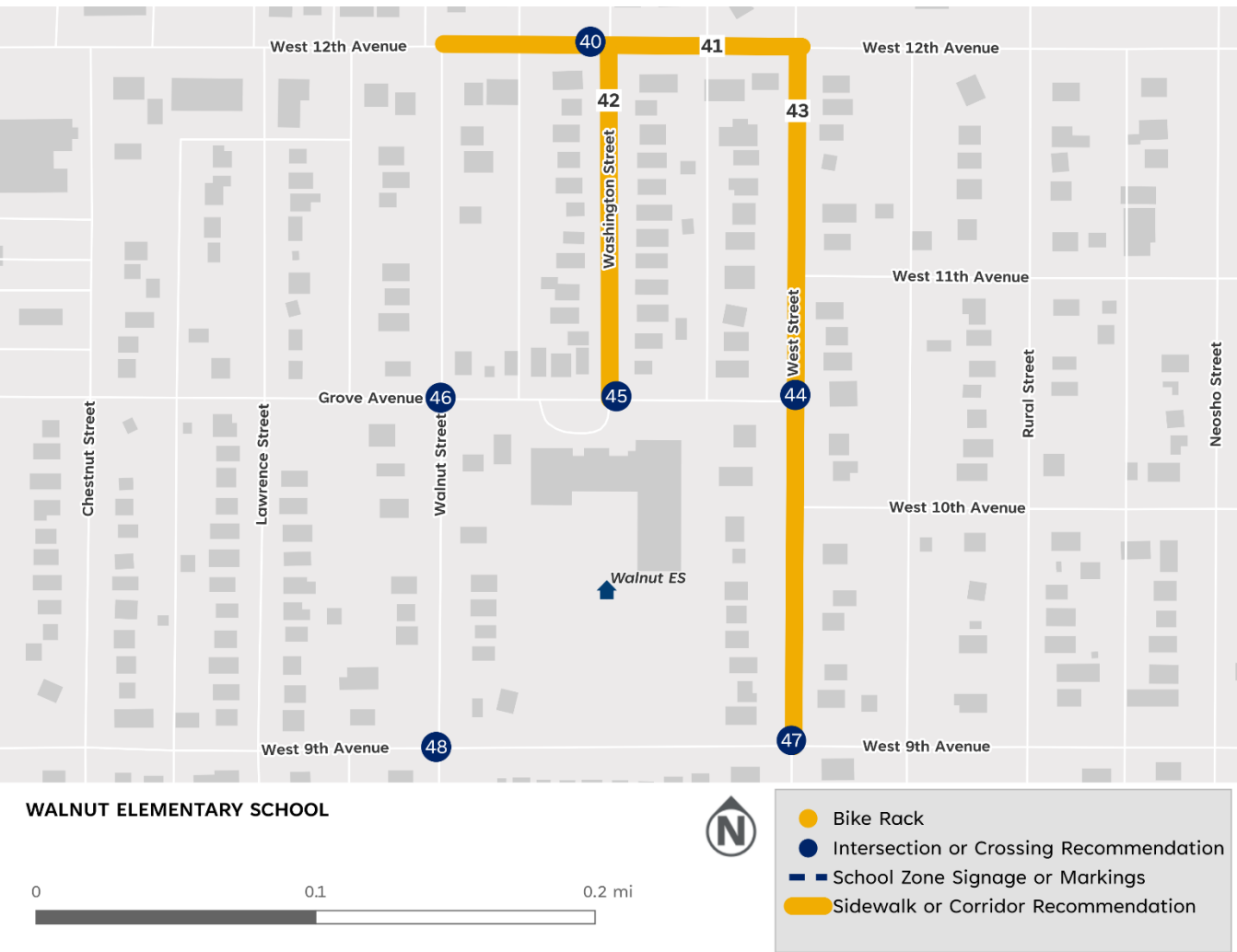


FIGURE 29: MAP OF WALNUT ELEMENTARY ENGINEERING RECOMMENDATIONS

TABLE 7: WALNUT ELEMENTARY SCHOOL ENGINEERING RECOMMENDATIONS

Map ID	Location	Issue	Recommendation	Lead Implementer(s)
40	W 12th Ave & Washington St	Crosswalk markings faded and long crossing distance. Multiple complaints about this crossing by caregivers & staff – many students cross here. Concern about driver turning movements, driver speeds, and drivers not yielding, especially when crossing guard absent.	Remark existing crosswalk. Install median crossing island with in-street pedestrian crossing sign or curb extensions, considering overall roadway width and the future recommended cross section for the roadway, which may include bike lanes. The intention of both treatments is to narrow travel lanes to encourage lower driver speeds and to narrow the crossing distance for students walking, biking, and rolling. On W 12 th Ave, a median crossing island is preferred as a refuge for the crossing guard and students.	City of Emporia
41	W 12th Ave (Walnut St to West St)	Sidewalk uplifted or cracked.	Repair or reconstruct sidewalk where possible, replace where not possible. Install ADA compliant curb ramps and assess need for high-visibility crosswalks and stop bars as needed at intersecting streets to facilitate crossings and encourage motor vehicle yielding.	City of Emporia
		Street designed for higher speeds and observed motor vehicle speeds appear to exceed speed limit.	Consider a longer-term project to study W 12 th Ave for a road diet.	
42	Washington St (W 12th Ave to Grove Ave)	Sidewalk uplifted or cracked.	Reconstruct or repair sidewalk.	City of Emporia
43	West St (W 12th Ave to W 9th Ave)	Sidewalk uplifted or cracked.	Repair or reconstruct sidewalk where possible, replace where not possible. Install ADA compliant curb ramps and assess need for high-visibility crosswalks and stop bars as needed at intersecting streets to facilitate crossings and encourage motor vehicle yielding.	City of Emporia

Map ID	Location	Issue	Recommendation	Lead Implementer(s)
44	West St & Grove Ave	Crossing is unmarked on west leg, crosswalk markings faded on south leg.	Install new high-visibility crosswalk on west leg, remark existing crosswalk on south leg.	City of Emporia
		Parked cars on east side of street obstruct driver sight lines to crossing students. Pedestrians/bicyclists unable to find sufficient gaps in traffic without crossing guard.	Install curb extension on southeast side of crossing of West St to restrict parking and improve sight lines (not north of the crosswalk to not block driveway).	
45	Grove Ave & Washington St	Crossing of north leg is unmarked.	Install new high-visibility crosswalk on north leg of Grove Ave and Washington St and clear west side curb ramp of debris.	City of Emporia
46	Grove Ave & Walnut St	Crossing is unmarked on east and west legs, crosswalk markings faded on north and south legs. Curb ramps do not appear to be ADA compliant. Pedestrians/bicyclists unable to find sufficient gaps in traffic. Concern about driver turning movements, driver speeds, and drivers not yielding.	Install new high-visibility crosswalk on east and west legs, remark existing crosswalk on north and south legs. Install school crossing signs with downward pointing arrows. Reconstruct or repair existing curb ramps. Bring corners back out to be flush with rest of curb and/or install curb extensions during same project.	City of Emporia
		No STOP control on any leg of the intersection.	Study intersection for STOP control.	
47	West St & W 9th Ave	Crossing is unmarked, crosswalk markings faded transverse/not high visibility on north side of intersection.	Remark existing crosswalk with high-visibility markings. Install new high-visibility crosswalk on all other legs, mark new stop bar on all legs.	City of Emporia
48	Walnut St & W 9th Ave	Crossing is unmarked on three sides, crosswalk markings faded transverse/not high visibility on east leg.	Remark existing crosswalk with high-visibility markings. Install new high-visibility crosswalk on all other legs, mark new stop bar on all legs.	City of Emporia
		Stop controlled north-south on Walnut St but not east-west on W 9th Ave. No stop bar at controlled crossing. Pedestrians/bicyclists unable to find sufficient gaps in traffic and concern about drivers not yielding.	Study intersection for STOP control east-west on W 9th Ave.	

William Allen White Elementary School

Observations and Walk Audits



FIGURE 30: WILLIAM ALLEN WHITE ELEMENTARY SCHOOL ENTRANCE

- **Date/time of observation:** The project team observed dismissal from 2:30 PM to 3:45 PM at William Allen White Elementary School on Wednesday, April 10, 2024. During observations, major construction was ongoing at the school blocking pedestrian access along E 10th Avenue and Cottonwood Street.
- **Main drop-off/pick-up locations:** Both caregivers and school buses primarily pick up students along Exchange Street in front of the school and formed a queue along Exchange Street. Caregivers will also pick up or meet their students along E 10th Avenue.
- **Crossing guards:** A crossing guard was stationed at the intersection of Exchange Street and E 9th Avenue during dismissal. They arrived shortly after dismissal had already begun. A few minutes after the first crossing guard arrived, a second crossing guard took their place at the intersection. These crossing guards both assisted with crossings and monitored the safety of students waiting for pick up on the school campus. These crossing guards transitioned between assisting students crossing south across E 9th Avenue and students crossing west across Exchange Street. Neither crossing guard was wearing a high visibility vest.
- **Behaviors:** Caregivers that did not pick up their students in front of the school along Exchange Street parked along the nearby side streets – both legs of E 9th Avenue, and the southern leg of Exchange Street. They walked up to the school to pick up students and walk them back to their vehicles, assisted by the crossing guard. During dismissal, vehicles generally treated the intersection of Exchange Street and E 9th Avenue as an all-way stop, although it is only stop controlled along E 9th Avenue. Similar patterns were observed on the north side of the school along E 10th Avenue, though there were no crossing guards or school staff stationed there.



FIGURE 31: WILLIAM ALLEN WHITE ELEMENTARY SCHOOL

Engineering Recommendations

Using information garnered from the site observation and public engagement, as well as knowledge of best practices, the project team developed the engineering recommendations for William Allen White Elementary School detailed in **Figure 32**. More information about each proposed recommendation is found in **Table 8**.

All results, recommendations, concept drawings, and commentary contained herein are based on limited data and information and on existing conditions that are subject to change. Further analysis and engineering design are necessary prior to implementing any of the recommendations contained herein.



FIGURE 32: MAP OF WILLIAM ALLEN WHITE ELEMENTARY ENGINEERING RECOMMENDATIONS

TABLE 8: WILLIAM ALLEN WHITE ELEMENTARY SCHOOL ENGINEERING RECOMMENDATIONS

Map ID	Location	Issue	Recommendation	Lead Implementer(s)
49	E 12th Ave & Exchange St	Crossing is unmarked and no stop bar at controlled crossing.	Install new high-visibility crosswalk on north and east sides of Exchange St, mark new stop bar.	City of Emporia
50	E 10th Ave & Exchange St	Crossing is unmarked on north, east, and west legs of intersection, crosswalk markings faded on south leg.	Install new high-visibility crosswalk on north, east, and west legs of intersection, remark existing crosswalk on south leg.	City of Emporia
		Curb ramp does not appear to be ADA compliant on north crossing of Exchange St and at northwest side of E 10th Ave crossing.	Reconstruct or repair existing curb ramp on north crossing of Exchange St and at northwest side of E 10th Ave crossing.	
		Concern about drivers not yielding - existing STOP control on E 10th Ave only.	Study intersection for all-way STOP control.	
51	10th Ave (Alley to Cottonwood St)	No sidewalk on north side of 10th Ave - evident worn path where pedestrians are missing sidewalk for 0.5 block.	Install new sidewalk on north side of 10th Ave.	City of Emporia
52	Exchange St (E 11th Ave to E 8th Ave)	School zone signage and marking incomplete or completely absent.	Develop broader school zone signage and marking plan from midblock between E 8th Ave & E 9th Ave to midblock between E 10th Ave & E 11th Ave.	City of Emporia USD 253
53	Cottonwood St (Midblock Between 8th Ave & 9th Ave to Midblock between 10th Ave & 11th Ave)	School zone signage and marking incomplete or completely absent.	Develop broader school zone signage and marking plan.	City of Emporia USD 253

Map ID	Location	Issue	Recommendation	Lead Implementer(s)
54	E 9th Ave & Cottonwood St	Crossing is unmarked on east leg, crosswalk markings faded on north, west, and south legs. Curb ramp does not appear to be ADA compliant on east and south legs.	Install new high-visibility crosswalk on east leg, remark existing crosswalk on north, west, and south legs. Reconstruct or repair existing curb ramps on east and south legs.	City of Emporia
		Existing stop control on Cottonwood St only and concern about drivers not yielding.	Study intersection for all-way STOP control.	
55	E 9th Ave & Exchange St	Crossing is unmarked on south and west legs, crosswalk markings faded on north and east legs. Curb ramps do not appear to be ADA compliant.	Install new high-visibility crosswalk on south and west legs, remark existing crosswalk on north and east legs. Reconstruct or repair existing curb ramps along south side of intersection, both sides of Exchange St.	City of Emporia
		Existing stop control on E 9 th Ave only and concern about drivers not yielding.	Study intersection for all-way STOP control, mark new stop bars.	
56	E 9th Ave (Cottonwood St to Sylvan St)	No sidewalk on south side of E 9th Ave for 0.5 block.	Install new sidewalk on south side of E 9th Ave.	City of Emporia
57	Exchange St & E 6th Ave	Sidewalk crosses wide driveways and difficult to distinguish.	Short term: paint edge lines on sidewalk through driveway.	City of Emporia
		Long crossing distance, concern about multiple threat condition, pedestrians/bicyclists unable to find sufficient gaps in traffic, concern about driver turning movements, driver speeds, and drivers not yielding.	Long term: consolidate driveways (access control) and study crossing for pedestrian hybrid beacon (PHB) or full signal based on warrants.	KDOT

Chapter 4: Education, Encouragement, and Enforcement Recommendations

The education, encouragement, and enforcement recommendations in this chapter build upon and compliment the engineering recommendations in this plan. These programmatic recommendations help promote walking, biking, and rolling as fun, healthy, and safe ways to get around.

More resources to support SRTS programming can be found at:

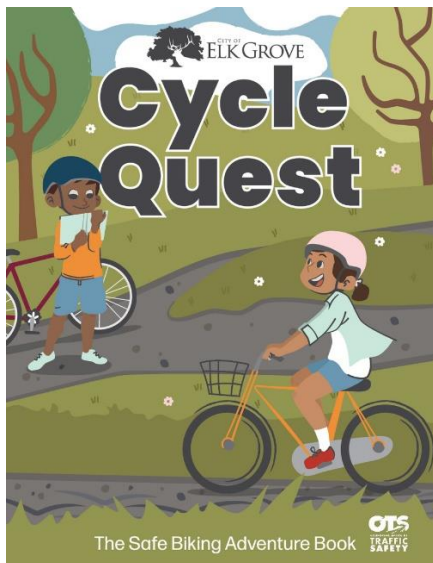
- Kansas Safe Routes to School: <https://saferoutes.ksdot.gov/resources-and-education>
- Safe Kids Kansas: https://www.safekidskansas.org/bike_safety.htm
- Safe Routes Partnership: www.saferoutespartnership.org/
- National Center for Safe Routes to School: www.saferoutesinfo.org/

Education Recommendations

SRTS education can foster student's life-long skills for safe walking, biking, and rolling. Education messages directed at the broader school community can help adults be safety role models and encourage safe driving.

TABLE 9: EDUCATION RECOMMENDATIONS

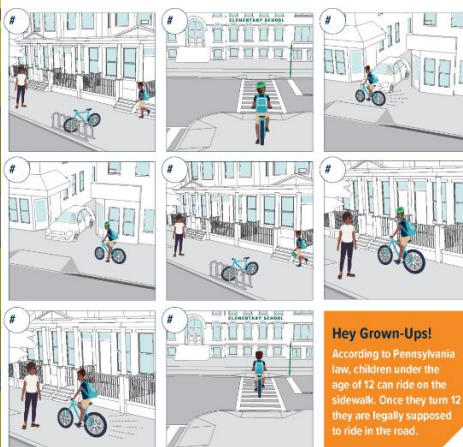
Recommendation	Description	Lead Implementer(s)
Provide pedestrian and bicycle safety education to students	Students should receive age-appropriate pedestrian and bicycle education that is regularly reinforced (e.g., annually) and provides opportunities for skills practice. School-based education works best when integrated into the PE or Health curriculum.	USD 253 School
Conduct a bicycle rodeo	Bike rodeos teach children skills related to walking, biking, and rolling safely, which can increase both student and caregiver's confidence for walking, biking, and rolling to school.	USD 253 School Emporia Police Department Emporia Recreation Center
Conduct parent and staff safety education campaign	Prepare and distribute information packets for parents, caregivers, and school staff at the beginning of the school year containing school arrival and dismissal maps, a written description of the rules and procedures for arrival and dismissal, and general safety information. Procedures should emphasize driving safely, being alert for pedestrians and bicyclists, and respecting the school crossing guard(s).	USD 253 School
Provide walking, biking, and rolling maps	Walking, biking, and rolling route maps can show the location of pedestrian and bicycle infrastructure and estimated walk/bike/roll times.	USD 253 School
Provide Travel Training for middle and high school students	Provide a multimodal-specific curriculum for middle and high school students with material on safe walking, biking, rolling, driving, and transit behaviors.	USD 253 School



Walking and Biking on the Sidewalk

Alex bikes to school every morning. Sometimes Alex remembers to bike responsibly and safely. Sometimes they don't.

The images below show Alex's trip to school. Put an X through the images that aren't safe, and circle the ones that are. After you circle the images that are safe, number them 1-4 to tell the story of Alex's trip to school.



Hey Grown-Ups!

According to Pennsylvania law, children under the age of 12 can ride on the sidewalk. Once they turn 12 they are legally supposed to ride in the road.



FIGURE 33: BICYCLE SAFETY PROGRAMMING & MATERIALS

Encouragement Recommendations

SRTS encouragement programs can establish a culture supportive of active transportation and foster life-long habits for active transportation.

TABLE 10: ENCOURAGEMENT RECOMMENDATIONS

Recommendation	Description	Lead Implementer(s)
Install high-quality bike parking	Install bike racks where missing and replace substandard bike racks over time. Refer to the Association of Pedestrian and Bicycle Professionals (APBP) resource, Essentials of Bike Parking , which outlines design and installation guidelines for bike parking.	USD 253 School
Participate in Walk to School Day and Bike to School Day	Walk and Bike to School Days encourage students and their families to try walking, biking, and rolling in a supportive environment. Consider incorporating competitions between schools in the same area or district wide. Once established, they can lead to monthly walking, biking, and rolling events to maintain momentum and enthusiasm.	USD 253 School Emporia Police Department
Encourage and support walking school buses and bike trains	Walking school buses and bike trains are groups of students who walk, bike, or roll to school together with adult supervision. Organize adult volunteers to “pick up” students on their walk, bike, or roll to and from school.	USD 253 School Caregivers
Establish a frequent walker/bicyclist program	Frequent walker and bicyclist programs provide small rewards or incentives to students who regularly walk, bike, and roll to school. Frequent walker and biker programs require a system for tracking student trips. For example, students can be assigned a punch card that volunteers or teachers can punch each time a trip is completed.	USD 253 School
Give away bicycle helmets, lights, and locks	Schools can partner with other community organizations to acquire and fit the helmets for students who do not have them. Coordinate helmet, light, and lock giveaways with bike and helmet safety education and skills practice.	USD 253 School Emporia Community Foundation
Share success stories	Improve awareness of SRTS efforts and build excitement by sharing success stories via local and social media.	City of Emporia USD 253 School



FIGURE 34: BIKE TRAIN

Enforcement Recommendations

SRTS enforcement efforts aim to increase the safety of students walking, biking, and rolling to school by helping to change unsafe behaviors of all roadway users (drivers, pedestrians, bicyclists). While SRTS enforcement strategies may include law enforcement, it is important to discuss enforcement strategies with the school community and be sensitive to any concerns regarding the role of law enforcement.

TABLE 11: ENFORCEMENT RECOMMENDATIONS

Recommendation	Description	Lead Implementer(s)
Establish school drop-off and pick-up monitors	This will reinforce school procedures on and around the school campus.	School
Establish student safety patrols	Student safety patrols would provide ongoing reinforcement of safe pedestrian and bicyclist behavior. Resources are available through AAA School Safety Patrol .	USD 253 School
Support crossing guards	Establish robust training and procedures for crossing guards to ensure adequate staffing. Find more information in these Adult Crossing Guard Guidelines .	USD 253 School
Partner with local law enforcement	Include law enforcement representatives on advisory committees to help with education and purposeful speed enforcement in school zones.	USD 253 School Emporia Police Department



FIGURE 35: CROSSING GUARD AT WALNUT ELEMENTARY SCHOOL

Chapter 5: Implementation

It will take time and the combined efforts of individuals, local and regional entities, KDOT, and other partners to implement the recommendations in this plan. Staff within the City of Emporia Engineering Department will serve as the primary implementor of the plan and will be responsible for initiating key actions with partners to ensure the success of this SRTS Plan. The immediate steps that should be taken by the City of Emporia Engineering Department to begin the process of implementation include the following:

- **Adopt** - Work with City Commission and USD 253 to formally adopt the SRTS Plan.
 - Many KDOT funding programs are more likely to award funding for projects that are part of an adopted plan.
- **Assess** - Identify three to five priority recommendations to work towards over the next year.
 - Work with the SRTS Advisory Committee or other groups to assign lead roles and set up regular check-ins to evaluate progress.
 - Incorporate the priority recommendations into internal work plans for the city and school district.
- **Apply** - If applicable, apply for funding to implement the plan.



FIGURE 36: COMMERCIAL STREET IN EMPORIA

KDOT Funding Opportunities

The table below lists funding opportunities administered by KDOT that can be used to implement SRTS projects. More information about these funding opportunities can be found on [KDOT's website](#) or by contacting the KDOT Safe Routes to School Coordinator.

TABLE 12: KDOT FUNDING OPPORTUNITIES

Funding Source	Description	Timeline
Transportation Alternatives (TA) - Construction	TA Construction funds can be used for surface transportation projects and programs defined as transportation alternatives, such as on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, and environmental mitigation.	Call for projects typically held every two years, on even years.
Transportation Alternatives (TA) - Non-Construction	TA Non-Construction funds can be used to develop a SRTS Plan or to plan and fund education, encouragement, equity, engagement, enforcement, and evaluation activities.	Call for projects typically held every two years, on even years.
Traffic Engineering Assistance Program (TEAP)	The Traffic Engineering Assistance Program (TEAP) provides traffic analysis services for roadways outside of the KDOT management system at no cost to the community. Local jurisdictions apply for funds by describing their potential issues. If the application is selected, a consultant reviews the location, analyzes the data, and develops feasible recommendations for the local jurisdiction to implement.	Applications accepted year-round.
KDOT's Cost Share Program	The KDOT Cost Share Program is a flexible funding program for transportation projects that improve safety, support job retention and growth, improve access or mobility, relieve congestion, and help areas across the state improve the transportation system. There is a 15% local cash match requirement.	Call for projects in spring and fall.
Recreational Trails Program (RTP)	The Recreational Trails Program (RTP) provides funds to states for developing and maintaining recreational trails and trail-related facilities for motorized and nonmotorized recreational trail uses. Though this SRTS planning effort did not result in any trail recommendations, there may be trail projects that inadvertently improve or create safe routes for students getting to and from school.	Call for projects typically held every fall.
Highway Safety Improvement Program Funds (HSIP)	Highway Safety Improvement Program (HSIP) is a federal aid program with the purpose of achieving a significant reduction in fatal and serious injury crashes on all public roads. The Kansas Vulnerable Road User Safety Assessment (VRUSA) was published in 2023, and includes recommendations and the identification of high risk and high injury networks. In response, the Bureau of Transportation Safety committed HSIP funds to support pedestrian and bicycle projects that include countermeasures identified in the VRUSA.	Call for projects typically held every two years, on even years.

State of Kansas Health Funding Opportunities

KDHE Chronic Disease Risk Reduction (CDRR) Community Grant Program provides funding, training, and technical assistance to communities to address chronic disease risk reduction through evidence-based strategies that impact tobacco use, physical activity, and nutrition. The *Increase Physical Activity* strategy is especially relevant to SRTS because funds can be used to improve community infrastructure and opportunities for physical activity. Applications are due in the spring.

More information is available on the [KDHE Division of Public Health's website](#).

Blue Cross Blue Shield Pathways Program provides community coalitions with tools and resources that they need to engage their communities and remove barriers to healthy living. The Pathways program is designed to support increasing physical activity, healthy eating, and avoiding tobacco use. Blue Cross provides communities with technical assistance for planning, evaluation, communications, and measurement.

More information can be found on the [Blue Cross Blue Shield Pathways website](#).

Sunflower Foundation partners with communities, schools, and nonprofits across Kansas to ensure that all Kansans have access to trails and can enjoy the many benefits that come with connecting to nature. The foundation has supported over 200 trail projects through community-based trail builder grants, the Trail-in-a-Box community volunteer program, and other regional trail planning initiatives.

More information can be found on the [Sunflower Foundation's website](#).

Other Funding Opportunities & Resources

Beyond the state level, there are many other organizations that provide funding for projects or activities that improve walking, biking, and rolling. Below are a few links to start with:

- [AARP Community Challenge](#) – AARP provides small grants to fund “quick-action” projects that make a community more livable for people of all ages and abilities.
- [Flint Hills MPO Demonstration Projects Guide](#) – This webpage has a demonstration project Look Book, a photo gallery of example projects, and a how-to guide.
- [Kansas Active Transportation Resources](#) – This KDOT webpage provides a comprehensive list of active transportation resources, including planning and design guidance, engagement and education resources, and performance measures among other topics.
- [People for Bikes](#) – In addition to information on the PeopleForBikes Industry Community Grant Program, this webpage suggests several other funding sources to consider for engineering, education, and encouragement projects.



Commission Action Report

Approval of Architectural Services Agreement with BG Consultants, Inc. for the Emporia Recreation Center

Title: Approval of Architectural Services Agreement with BG Consultants, Inc.
for the Emporia Recreation Center

Agenda Date: September 4, 2024

Presented By: Trey Cocking, City Manager

Background:

The City of Emporia is entering into this contract because the City will eventually own the Emporia Recreation Center building. The current Recreation Center is owned by the City of Emporia and leased to the Emporia Recreation Commission. According to Kansas Statute K.S.A. 12-1928, the Recreation Commission is not authorized to own property, necessitating that the City of Emporia holds ownership of the building. This arrangement ensures compliance with state law while facilitating the development of a new recreation center to serve the community.

The project is divided into two primary phases:

Phase 1: Pre-election Services - This phase focuses on preliminary architectural and engineering services to support a bond issue election. Key tasks include community engagement, conceptual design, and initial planning efforts. The stipulated sum for these services is \$216,000.00 plus reimbursable expenses, which are estimated not to exceed \$25,000.00.

Phase 2: Post-election Services - This phase will initiate upon the successful passage of the bond referendum and will encompass the comprehensive design and construction documentation required to complete the project. The compensation for Phase 2 services is yet to be determined and will be based on the final project scope.

Discussion:

BG Consultants, Inc., alongside a team of specialized consultants, has been retained to manage both the architectural and engineering components of the project. Their role includes:

Conducting a series of community engagement workshops and stakeholder meetings to ensure that the project meets the needs and expectations of the community.

Providing a detailed conceptual design, including site plans, floor plans, and renderings, which will be used for both the pre-election campaign and the eventual construction documents.

Coordinating with Hutton, the Construction Manager, to ensure that all design work aligns with the construction methodology and budgetary constraints.

The revised agreement outlines specific responsibilities for BG Consultants, Inc., including the management of supplemental services such as civil engineering, landscape design, and interior architectural design, which are integral to the project's success.

Financial Implications:

The total compensation for Phase 1 services is \$216,000.00 plus reimbursable expenses, estimated not to exceed \$25,000.00. The compensation for Phase 2 services will be determined based on the services rendered and will be finalized upon the successful passage of the bond referendum.



Commission Action Report

Approval of Architectural Services Agreement
with BG Consultants, Inc. for the Emporia Recreation Center

Recommended Action: Staff recommends that the City Commission approve the agreement with BG Consultants, Inc. for architectural services related to the Emporia Recreation Center and authorize the City Manager to execute the agreement.

Attachments:

Agreement with BG



AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the Twenty-Sixth day of August in the year Two-Thousand Twenty-Four
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

City of Emporia
111 East 6th Avenue
Emporia, Kansas 66801
620.343.4250

and the Architect:
(Name, legal status, address, and other information)

BG Consultants, Inc.
2508 W. 15th Avenue
Emporia, Kansas 66801
620.343.7842

for the following Project:
(Name, location, and detailed description)

Emporia Recreation Center
Phase 1 – Pre-election Services
Phase 2 – Post-election Services

The Construction Manager (if known):
(Name, legal status, address, and other information)

Hutton
111 N Sycamore
Wichita, Kansas 67203
316.942.8855

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

Initial Information: This Agreement shall serve as a Master Agreement between BG Consultants, Inc. and City of Emporia, Kansas.

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

1. Planning and Design for Pre-Election Services for the Emporia Recreation Center(s).
2. Program to be determined.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To be determined.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

To be determined.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Pre-election Design phase milestone dates, if any:

Init.

/

To be completed early 2025.

.2 Post-election Design phase commencement date:

To be determined at the time the Scope of Work is set and a successful passage of Bond Referendum.

.2 Construction commencement date:

To be determined at the time the Scope of Work is set and a successful passage of Bond Referendum.

.3 Substantial Completion date or dates:

To be determined at the time the Scope of Work is set and a successful passage of Bond Referendum

.4 Other milestone dates:

To be determined at the time the Scope of Work is set and a successful passage of Bond Referendum

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

☒ [X] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

☐ [] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

To be determined.

§ 1.1.7 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

To be determined.

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Trey Cocking, City Manager
111 East 6th Avenue
Emporia, Kansas
Ph: (620) 343-4250
E: tcocking@emporiaks.gov

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:

Init.

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User Notes:

(1681090118)

(List name, address, and other contact information.)

To be determined.

§ 1.1.10 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

Hutton
111 N Sycamore
Wichita, Kansas 67203
(316) 942-8855

.2 Land Surveyor:

To be determined.

.3 Geotechnical Engineer:

To be determined.

.4 Civil Engineer:

Not applicable.

.5 Other consultants and contractors:

(List any other consultants and contractors retained by the Owner.)

To be determined.

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

(List name, address, and other contact information.)

Bruce Boettcher, Principal-in-Charge; bruce.boettcher@bgcons.com
Clint Hibbs, Project Manager; clint.hibbs@bgcons.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

BG Consultants, Inc.
2508 W. 15th Avenue
Emporia, Kansas 66801

.2 Mechanical Engineer:

BG Consultants, Inc.
2508 W. 15th Avenue
Emporia, Kansas 66801

.3 Electrical Engineer:

BG Consultants, Inc.
2508 W. 15th Avenue
Emporia, Kansas 66801

.4 Architecture and Design:

Kahler Slater
790 N. Water Street, Suite 1700
Milwaukee, Wisconsin 53202

.5 Operations Consultant:

Ballard*King and Associates
2743 E. Ravenhill Circle
Highlands Ranch, Colorado 80126

.6 Aquatics Consultant:

Water Technology, Inc.
100 Park Ave
Beaver Dam, Wisconsin 53916

.7 Civil Engineer:

BG Consultants, Inc.
2508 W. 15th Avenue
Emporia, Kansas 66801

.8 Community Engagement Consultant:

Shockey Consulting Services, LLC
7944 Santa Fe Drive
Overland Park, Kansas 66204

§ 1.1.12.2 Consultants retained under Supplemental Services:

The following consultants may be required dependent upon scope of work that is determined and shall be mutually selected, if required for the performance of the project:

Landscape Architect
Food Service Consultant
Acoustical Consultant

§ 1.1.13 Other Initial Information on which the Agreement is based:

Owner's Pre-election program as approved by the City of Emporia and passed by voters via a Referendum.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.1.1 Architect shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to the Project until the Services in this Agreement are completed consistent with the Professional Standard of Care. Architect shall secure occupational and professional licenses, permits, etc., from public and private sources for the fulfillment of its obligations under this Agreement.

§ 2.2 The Architect shall perform its services under this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances and who have experience in designing comparable facilities, and in accordance with professional practices, (the "Standard of Care"). The Architect shall perform its services as is consistent with such professional skill and care and the progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000) for each occurrence and Four Million Dollars (\$ 4,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and One Millions (\$ 1,000,000) in aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than Five Hundred Thousand (\$ 500,000).

§ 2.6.5 Employers' Liability with policy limits not less than One Hundred Thousand Dollars (\$ 100,000) each accident, Five Hundred Thousand Dollars (\$ 500,000) each employee, and Five Hundred Thousand Dollars (\$ 500,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** The Owner shall be an additional insured on the Architect's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. The certificates will show the Owner as additional insureds on the Commercial General Liability, Automobile Liability, and any excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.1.9 **Pre-Election Services** The Architect shall provide limited architectural and engineering services prior to the bond issue election. Such services shall be to assist the Owner with the organization of a bond issue to be placed on the ballot for public vote. The Owner acknowledges that the Architect's services during this Phase are limited, will be based on preliminary information only, and that unforeseen conditions may exist that required adjustment to the Construction Manager's preliminary cost estimates, once such conditions are made known and fully examined after funding for the resulting project(s) has been required and the Architect is providing full architectural and engineering services for the resulting project(s). Architect pre-election services shall include the following:

PHASE I: PROGRAMMING, CONCEPT DESIGN, OPERATIONS, AND ENGAGEMENT

We propose the following scope of services and remain flexible to tailor our process and associated fees to meet specific needs.

Comprehensive Phase I Approach:

BG Consultants / Kahler Slater

- Scope/Tasks will include:
 - (4) Workshops
 - Comprehensive drawing deliverable package including virtual model walk through (Kuula)
 - (4) Community Meeting / Stakeholder Workshop participation
 - Final City Presentation (virtual)

Shockey Consulting Services

- Scope/Tasks will include:
 - (2) Stakeholder Workshops
 - (2) Community Events – "Meet them where they are"
 - (1) Community Meeting Open House for Voter Education Campaign
 - (1) Community Event – "Meet them where they are" for Voter Education Campaign

Ballard*King & Associates

- Scope/Tasks will include:
 - Project Kick-off and Data Review
 - Market Assessment
 - Focus Group Meetings and Public Meeting
 - Programming involvement
 - Operations Plan

Water Technology

- Scope/Tasks will include:
 - Aquatic programming for up to (3) pools
 - Community engagement and education
 - Conceptual pool layout sketch
 - Develop rough order of magnitude for aquatic construction costs

Deliverables

Deliverables for the pre-vote phase are as follows:

- Project Vision and Drivers
- Full program document
- Project narrative
- Conceptual site plan & floor plans

- Renderings
 - (2) exterior
 - (4) interior
- Virtual Building Walk-through (Kuula)

Excluded Scope of Work

These scopes of work are excluded from the current fee above. The scope below can be added at a later date once the project team has had the opportunity to discuss your project needs with you further.

- Schematic Design, Design Development, Construction Documents, Bidding and Negotiations, and Construction Administration
- Geotechnical Report
- Topographic and Utility Surveying
- Storm Water Pollution Prevention Plan (SWPPP)
- Traffic Studies / Reports
- Drainage Studies / Reports

§ 3.1.9.1 When requested in writing by the Owner, Architect shall assist in research and preparation of materials to be utilized for special or unusual detailed reviews or hearings by various regulatory agencies and/or review boards. Architect's compensation for such services shall be in accordance with the provisions of this agreement for additional services.

§ 3.1.9.2 The Architect and the Architect's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site. In the event that asbestos-related materials are suspected to be found in the course of the Work related to this Agreement, the Architect shall notify the Owner in writing. The Owner shall provide timely services of an asbestos materials remediation consultant to determine the proper course of action for its remediation and/or removal. The Architect shall incorporate the recommendations of the remediation consultant into the Contractor Documents for the project(s) as required.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Post-Election Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Post-Election Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Post-Election Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.5.6 Bidding Phase Services

§ 3.5.6.1 The Architect shall assist the Owner and Construction Manager in bidding the Project by:

1. Participating in a pre-bid conference for prospective bidders, and
2. Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.6 Post-Election Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the observable progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require observation, inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and observations, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site observations to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the

approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct observations to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final observation indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's observations shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	Owner
§ 4.1.1.2 Programming	Architect
§ 4.1.1.3 Multiple Preliminary Designs	Architect
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Not Provided
§ 4.1.1.7 Building Information Model management responsibilities	Architect
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Architect
§ 4.1.1.10 Landscape design	Architect
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating	Not Provided
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction	Not Provided
§ 4.1.1.16 As-designed record drawings	Architect
§ 4.1.1.17 As-constructed record drawings	Not Provided
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22 Telecommunications/data design	Not Provided
§ 4.1.1.23 Security evaluation and planning	Not Provided
§ 4.1.1.24 Commissioning	Not Provided
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.2.1 The Architect will perform basic programming with the Owner to define the basis for preliminary design concepts.

4.2.2 The Architect will provide up to 3 preliminary design concepts for the identified portions of the work.

4.2.3 The Architect shall prepare major components of design in Revit (B.I.M.)

4.2.4 Civil, landscape, food service, furniture, and other specialized areas of design are not needed for all projects anticipated by the Owner. The Architect will add these design services to the project(s) requiring them and the fees will reflect the additional services.

4.2.5 The Architect will provide basic Interior Design services.

4.2.6 The Architect will provide the Owner with an electronic record of the design construction documents, updated with the construction changes as identified by the Construction Manager.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

To be determined.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and

- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.
- .16 Changes required in the Instruments of Services to reduce the cost of the Project where the Owner has provided value engineering.
- .17 Providing services made necessary by default or termination of a contractor or subcontractor, by defects or deficiencies in the construction of the Project or by the failure of the Owner, Construction Manager or any contractor or others performing services or Work in connection with the Project.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.
- .6 Failure of performance of the Owner's consultants or contractors.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 TBD (x) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 TBD (x) visits to the site by the Architect during construction
- .3 TBD (x) observation for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 TBD (x) observation for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within sixty (60) days of the date of Substantial Completion established in the GMP Amendment(s) for construction of the Owner's bond program, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

- 1. If the Pre-Election Services covered by this Agreement have not been completed within nine (9) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as additional services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case

not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.3.1 The Owner shall indemnify and hold harmless the Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, which arise as a result of inaccurate or incomplete documentation or information furnished by the Owner.

§ 8.1.3.2 Owner shall indemnify and save Architect, its officers and employees harmless from and against any liability, claim, judgment, demand or cause of action arising out of or relating to: (i) Owner's breach of this Agreement; (ii) the negligent acts or omissions of Owner or its employees, contractors or agents; (iii) site access or damages to any surface or subterranean structures or any damage necessary for site access.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.1.5 Limitation of Liability

1. CLIENT's exclusive remedy for any alleged breach of CLIENT's standard of care hereunder shall be to require CONSULTANT to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to \$2,000,000 (Two Million Dollars) of available insurance under the engineer's professional liability policy.
2. Owner agrees that any claim for damages filed against Architect by Owner or any contractor or subcontractor hired directly or indirectly by Owner will be filed solely against Architect or its successors or assigns and that no individual person shall be made personally liable for damages in whole or in part.
3. Architect and Owner shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either Architect or Owner or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

§ 8.1.6 No Third Party Beneficiaries

1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, Architect and Owner agree first to try in good faith to settle the dispute by negotiations between senior management of Architect and Owner. If such negotiations are unsuccessful, Architect and Owner agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Owner and Architect hereby waive the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.5.1 Neither the Architect, nor its subconsultants, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the Architect having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7

(Paragraphs deleted)

Termination Expenses are in addition to compensation for the Architect's services and include demobilization expenses including, but not limited to, costs associated with computer systems, web site shutdown, employment outplacement, severance and all reimbursable costs incurred to date, directional attributable to termination for which the Architect is not otherwise compensated.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

(Paragraph deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Phase 1: \$216,000.00 plus reimbursable expenses.
Phase 2: TBD

.2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Lump sum fee or hourly rate based on "Exhibit", as mutually negotiated, if required or requested by either party in writing.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Lump sum fee or hourly rate based on "Exhibit", as mutually negotiated, if required or requested by either party in writing.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten	percent (	10	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding Phase	Five	percent (	5	%)
Construction Phase	Twenty Five	percent (	25	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See "Exhibit" – BG Hourly Rates

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.8.3 Reimbursable Expenses are estimated to not exceed \$25,000.00 for Phase 1 Services.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty One (31) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

one and a half % 1.5 per month

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

12.1 The Owner and Architect agree, that due to the nature of construction, certain costs and changes may be required during the project and that a Design and Construction Contingency be included in the Cost of the Work as outlined in Section 6.1. Owner agrees to establish a Design and Construction Contingency for change in the construction of the project and for omissions, ambiguities or inconsistencies in the construction documents. The Design and Construction Contingency will be used, as required, to pay for any such increased cost and changes due to construction modifications or adjustments to the construction documents.

12.1.1 Upon completion of the Work, the Architect shall compile for and deliver to the Owner a reproducible set of Record documents based upon the marked-up record drawings, addenda, change orders, and other data furnished by the Construction Manager. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Architect shall assume will be reliable, the Architect cannot and does not warrant their accuracy.

12.1.2 The Owner agrees that the Architect is not responsible for damages arising directly or indirectly from any delays for causes beyond the Architect's control. For purposes of this Agreement, such as causes include, but are not limited to, strikes, or other labor disputes; severe weather disruptions; other natural disasters, fires, riots, acts of terrorism, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the

Owner or Owner's contractors or consultants; or discovery of any hazardous substances on differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Architect to perform its services in an orderly and efficient manner, the Architect shall be entitled to an equitable adjustment in schedule or compensation.

12.1.3 If, due to the Architect's omission, a required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

12.1.4 Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

12.1. Architect is not responsible to the Owner or any third-parties for errors, omissions or other deficiencies in the services of any other design professional or design-build contractor rendering design, engineering, or related services for the Owner not employed by the Architect. Architect's sole liability in connection with the services of Owner's consultants or design-build contractors shall be to coordinate Owner's consultant's portion of the Instruments of Services. Owner shall require consultants or design-build contractors retained by Owner to coordinate their services and documents with those of the Architect and Architect's consultants. Architect is not responsible to Owner or any third-party for errors, omissions, or other deficiencies in the services of any other design professional or design-build contractor rendering design, engineering, or related services for benefit of Owner of the Project, whether retained by Architect or Owner. Architect's sole liability in connection with the services of consultants or design-build contractors shall be to coordinate the consultants' portion of the Instruments of Service. Architect shall take whatever action is reasonably necessary, including if necessary, an assignment of rights, to enable Owner to pursue its claims for errors, omissions and deficiencies directly against any consultant retained by Architect. Owner shall require consultants or design-build contractors retained by Owner to coordinate their services and documents with those of Architect and Architect's consultants.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
(Paragraphs deleted)
- .2 Other documents:
(List other documents, if any, forming part of the Agreement.)
 - "Exhibit" BG Fee Schedule
 - "Exhibit" BG Hourly Rates Schedule

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Trey Cocking
(Printed name and title)



ARCHITECT (Signature)

Clint Hibbs AIA
(Printed name, title, and license number, if required)

Additions and Deletions Report for

AIA® Document B133® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:38:38 CT on 08/26/2024.

PAGE 1

AGREEMENT made as of the Twenty-Sixth day of August in the year Two-Thousand Twenty-Four

...

City of Emporia
111 East 6th Avenue
Emporia, Kansas 66801
620.343.4250

...

BG Consultants, Inc.
2508 W. 15th Avenue
Emporia, Kansas 66801
620.343.7842

...

Emporia Recreation Center
Phase 1 – Pre-election Services
Phase 2 – Post-election Services

...

Hutton
111 N Sycamore
Wichita, Kansas 67203
316.942.8855

PAGE 2

Initial Information: This Agreement shall serve as a Master Agreement between BG Consultants, Inc. and City of Emporia, Kansas.

...

1. Planning and Design for Pre-Election Services for the Emporia Recreation Center(s).
2. Program to be determined.

...

To be determined.

...

To be determined.

...

.1 Pre-election Design phase milestone dates, if any:

To be completed early 2025.

.2 Post-election Design phase commencement date:

To be determined at the time the Scope of Work is set and a successful passage of Bond Referendum.

.2 Construction commencement date:

To be determined at the time the Scope of Work is set and a successful passage of Bond Referendum.

PAGE 3

To be determined at the time the Scope of Work is set and a successful passage of Bond Referendum

...

To be determined at the time the Scope of Work is set and a successful passage of Bond Referendum

...

[☒] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

To be determined.

...

To be determined.

...

Trey Cocking, City Manager
111 East 6th Avenue
Emporia, Kansas
Ph: (620) 343-4250
E: tcocking@emporiaks.gov

PAGE 4

To be determined.

...

Hutton
111 N Sycamore
Wichita, Kansas 67203
(316) 942-8855

...

To be determined.

...

To be determined.

...

Not applicable.

...

To be determined.

...

Bruce Boettcher, Principal-in-Charge; bruce.boettcher@bgcons.com
Clint Hibbs, Project Manager; clint.hibbs@bgcons.com

...

BG Consultants, Inc.
2508 W. 15th Avenue
Emporia, Kansas 66801

.2 Mechanical Engineer:

BG Consultants, Inc.
2508 W. 15th Avenue
Emporia, Kansas 66801

PAGE 5

.3 Electrical Engineer:

BG Consultants, Inc.
2508 W. 15th Avenue
~~.3~~ Electrical Emporia, Kansas 66801

.4 Architecture and Design:

Kahler Slater
790 N. Water Street, Suite 1700
Milwaukee, Wisconsin 53202

.5 Operations Consultant:

Ballard*King and Associates
2743 E. Ravenhill Circle
Highlands Ranch, Colorado 80126

.6 Aquatics Consultant:

Water Technology, Inc.
100 Park Ave
Beaver Dam, Wisconsin 53916

.7 Civil Engineer:

BG Consultants, Inc.
2508 W. 15th Avenue
Emporia, Kansas 66801

.8 Community Engagement Consultant:

Shockey Consulting Services, LLC
7944 Santa Fe Drive
Overland Park, Kansas 66204

...

The following consultants may be required dependent upon scope of work that is determined and shall be mutually selected, if required for the performance of the project:

Landscape Architect
Food Service Consultant
Acoustical Consultant

...

Owner's Pre-election program as approved by the City of Emporia and passed by voters via a Referendum.

PAGE 6

§ 1.3 The parties shall agree upon ~~written~~ protocols governing the transmission and use of, ~~and reliance on, of~~ Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

...

§ 2.1.1 Architect shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to the Project until the Services in this Agreement are completed consistent with the Professional Standard of Care. Architect shall secure occupational and professional licenses, permits, etc., from public and private sources for the fulfillment of its obligations under this Agreement.

§ 2.2 The Architect shall perform its services under this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar ~~circumstances.~~ circumstances and who have experience in designing comparable facilities, and in accordance with professional practices, (the "Standard of Care"). The Architect shall perform its services as ~~expeditiously as~~ is consistent with such professional skill and care and the ~~orderly~~ progress of the Project.

...

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000) for each occurrence and Four Million Dollars (\$ 4,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~(\$—) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles,~~ One Million Dollars (\$ 1,000,000) per claim and One Millions (\$ 1,000,000) in aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

PAGE 7

§ 2.6.4 Workers' Compensation at statutory ~~limits,~~ limits and Employers Liability with policy limits of not less than Five Hundred Thousand (\$ 500,000).

§ 2.6.5 Employers' Liability with policy limits not less than ~~(\$—) each accident, (\$—) each employee, and (\$—One Hundred Thousand Dollars (\$ 100,000) each accident, Five Hundred Thousand Dollars (\$ 500,000) each employee, and Five Hundred Thousand Dollars (\$ 500,000.)~~ policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ 2.6.7 Additional Insured Obligations. ~~To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies~~ The Owner shall be an additional insured on the Architect's primary and excess insurance policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. ~~Liability.~~ The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. The certificates will show the Owner as additional insureds on the Commercial General Liability, Automobile Liability, and any excess policies.

PAGE 8

§ 3.1.9 Pre-Election Services The Architect shall provide limited architectural and engineering services prior to the bond issue election. Such services shall be to assist the Owner with the organization of a bond issue to be placed on the ballot for public vote. The Owner acknowledges that the Architect's services during this Phase are limited, will be based on preliminary information only, and that unforeseen conditions may exist that required adjustment to the Construction Manager's preliminary cost estimates, once such conditions are made known and fully examined after funding for the resulting project(s) has been required and the Architect is providing full architectural and engineering services for the resulting project(s). Architect pre-election services shall include the following:

PHASE I: PROGRAMMING, CONCEPT DESIGN, OPERATIONS, AND ENGAGEMENT

We propose the following scope of services and remain flexible to tailor our process and associated fees to meet specific needs.

Comprehensive Phase I Approach:

BG Consultants / Kahler Slater

- Scope/Tasks will include:
 - (4) Workshops
 - Comprehensive drawing deliverable package including virtual model walk through (Kuula)
 - (4) Community Meeting / Stakeholder Workshop participation
 - Final City Presentation (virtual)

Shockey Consulting Services

- Scope/Tasks will include:
 - (2) Stakeholder Workshops
 - (2) Community Events – "Meet them where they are"
 - (1) Community Meeting Open House for Voter Education Campaign
 - (1) Community Event – "Meet them where they are" for Voter Education Campaign

Ballard*King & Associates

- Scope/Tasks will include:
 - Project Kick-off and Data Review
 - Market Assessment
 - Focus Group Meetings and Public Meeting
 - Programming involvement
 - Operations Plan

Water Technology

- Scope/Tasks will include:
 - Aquatic programming for up to (3) pools
 - Community engagement and education
 - Conceptual pool layout sketch
 - Develop rough order of magnitude for aquatic construction costs

Deliverables

Deliverables for the pre-vote phase are as follows:

- Project Vision and Drivers
- Full program document
- Project narrative
- Conceptual site plan & floor plans
- Renderings
 - (2) exterior
 - (4) interior
- Virtual Building Walk-through (Kuula)

Excluded Scope of Work

These scopes of work are excluded from the current fee above. The scope below can be added at a later date once the project team has had the opportunity to discuss your project needs with you further.

- Schematic Design, Design Development, Construction Documents, Bidding and Negotiations, and Construction Administration
- Geotechnical Report
- Topographic and Utility Surveying
- Storm Water Pollution Prevention Plan (SWPPP)
- Traffic Studies / Reports
- Drainage Studies / Reports

§ 3.1.9.1 When requested in writing by the Owner, Architect shall assist in research and preparation of materials to be utilized for special or unusual detailed reviews or hearings by various regulatory agencies and/or review boards. Architect's compensation for such services shall be in accordance with the provisions of this agreement for additional services.

§ 3.1.9.2 The Architect and the Architect's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site. In the event that asbestos-related materials are suspected to be found in the course of the Work related to this Agreement, the Architect shall notify the Owner in writing. The Owner shall provide timely services of an asbestos materials remediation consultant to determine the proper course of action for its remediation and/or removal. The Architect shall incorporate the recommendations of the remediation consultant into the Contractor Documents for the project(s) as required.

~~§ 3.3 Schematic Design Phase Services~~

~~§ 3.3 Post-Election Schematic Design Phase Services~~

PAGE 10

~~§ 3.4 Design Development Phase Services~~

~~§ 3.4 Post-Election Design Development Phase Services~~

PAGE 11

~~§ 3.5 Construction Documents Phase Services~~

~~§ 3.5 Post-Election Construction Documents Phase Services~~

...

~~§ 3.6 Construction Phase Services~~

~~§ 3.5.6 Bidding Phase Services~~

~~§ 3.5.6.1 The Architect shall assist the Owner and Construction Manager in bidding the Project by:~~

- ~~1. Participating in a pre-bid conference for prospective bidders, and~~
- ~~2. Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.~~

~~§ 3.6 Post-Election Construction Phase Services~~

PAGE 12

~~§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections-observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the observable progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.~~

~~§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require observation, inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.~~

...

~~§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections-observations, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.~~

~~§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections-observations to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from~~

Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

PAGE 13

- .1 conduct ~~inspections-observations~~ to determine the date or dates of Substantial Completion and the date of final completion;
- ...
- .4 issue a final Certificate for Payment based upon a final ~~inspection-observation~~ indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's ~~inspections-observations~~ shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

PAGE 15

§ 4.1.1.1 Assistance with Selection of Construction Manager	<u>Owner</u>
§ 4.1.1.2 Programming	<u>Architect</u>
§ 4.1.1.3 Multiple Preliminary Designs	<u>Architect</u>
§ 4.1.1.4 Measured drawings	<u>Not Provided</u>
§ 4.1.1.5 Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.6 Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.7 Building Information Model management responsibilities	<u>Architect</u>
§ 4.1.1.8 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.9 Civil engineering	<u>Architect</u>
§ 4.1.1.10 Landscape design	<u>Architect</u>
§ 4.1.1.11 Architectural interior design	<u>Architect</u>
§ 4.1.1.12 Value analysis	<u>Not Provided</u>
§ 4.1.1.13 Cost estimating	<u>Not Provided</u>
§ 4.1.1.14 On-site project representation	<u>Not Provided</u>
§ 4.1.1.15 Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.16 As-designed record drawings	<u>Architect</u>
§ 4.1.1.17 As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.18 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.19 Facility support services	<u>Not Provided</u>
§ 4.1.1.20 Tenant-related services	<u>Not Provided</u>
§ 4.1.1.21 Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.22 Telecommunications/data design	<u>Not Provided</u>
§ 4.1.1.23 Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.24 Commissioning	<u>Not Provided</u>
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.26 Historic preservation	<u>Not Provided</u>
§ 4.1.1.27 Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.28 Other services provided by specialty Consultants	<u>Not Provided</u>

...

4.2.1 The Architect will perform basic programming with the Owner to define the basis for preliminary design concepts.

4.2.2 The Architect will provide up to 3 preliminary design concepts for the identified portions of the work.

4.2.3 The Architect shall prepare major components of design in Revit (B.I.M.)

4.2.4 Civil, landscape, food service, furniture, and other specialized areas of design are not needed for all projects anticipated by the Owner. The Architect will add these design services to the project(s) requiring them and the fees will reflect the additional services.

4.2.5 The Architect will provide basic Interior Design services.

4.2.6 The Architect will provide the Owner with an electronic record of the design construction documents, updated with the construction changes as identified by the Construction Manager.

PAGE 16

To be determined.

...

PAGE 17 .8 Preparation for, and attendance at, a public presentation, meeting or hearing;

.15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

.16 Changes required in the Instruments of Services to reduce the cost of the Project where the Owner has provided value engineering.

.17 Providing services made necessary by default or termination of a contractor or subcontractor, by defects or deficiencies in the construction of the Project or by the failure of the Owner, Construction Manager or any contractor or others performing services or Work in connection with the Project.

...

.6 Failure of performance of the Owner's consultants or contractors.

...

.1 TBD (☒) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

.2 TBD (☒) visits to the site by the Architect during construction

.3 (☐) inspections-TBD (☒) observation for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 (☐) inspections-TBD (☒) observation for any portion of the Work to determine final completion

...

§ 4.2.5 If the services covered by this Agreement have not been completed within sixty (60) days of the date of Substantial Completion established in the GMP Amendment(s) for construction of the Owner's bond program, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

1. If the Pre-Election Services covered by this Agreement have not been completed within nine (9) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 20

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums

due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

PAGE 21

§ 8.1.3.1 The Owner shall indemnify and hold harmless the Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, which arise as a result of inaccurate or incomplete documentation or information furnished by the Owner.

§ 8.1.3.2 Owner shall indemnify and save Architect, its officers and employees harmless from and against any liability, claim, judgment, demand or cause of action arising out of or relating to: (i) Owner's breach of this Agreement; (ii) the negligent acts or omissions of Owner or its employees, contractors or agents; (iii) site access or damages to any surface or subterranean structures or any damage necessary for site access.

§ 8.1.5 Limitation of Liability

1. CLIENT's exclusive remedy for any alleged breach of CLIENT's standard of care hereunder shall be to require CONSULTANT to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to \$2,000,000 (Two Million Dollars) of available insurance under the engineer's professional liability policy.
2. Owner agrees that any claim for damages filed against Architect by Owner or any contractor or subcontractor hired directly or indirectly by Owner will be filed solely against Architect or its successors or assigns and that no individual person shall be made personally liable for damages in whole or in part.
3. Architect and Owner shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either Architect or Owner or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

§ 8.1.6 No Third Party Beneficiaries

1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

PAGE 22

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, Architect and Owner agree first to try in good faith to settle the dispute by negotiations between senior management of Architect and Owner. If such negotiations are unsuccessful, Architect and Owner agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled

by litigation in an appropriate court in Kansas. Owner and Architect hereby waive the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

...

☒ Litigation in a court of competent jurisdiction

...

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

...

§ 9.5.1 Neither the Architect, nor its subconsultants, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the Architect having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 — Termination Fee:

.2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Termination Expenses are in addition to compensation for the Architect's services and include demobilization expenses including, but not limited to, costs associated with computer systems, web site shutdown, employment outplacement, severance and all reimbursable costs incurred to date, directional attributable to termination for which the Architect is not otherwise compensated.

§ 9.8 ~~Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion. The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.~~

~~§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.~~

PAGE 24

Phase 1: \$216,000.00 plus reimbursable expenses.
Phase 2: TBD

...

Lump sum fee or hourly rate based on "Exhibit", as mutually negotiated, if required or requested by either party in writing.

...

Lump sum fee or hourly rate based on "Exhibit", as mutually negotiated, if required or requested by either party in writing.

PAGE 25

Schematic Design Phase	<u>Ten</u>	percent (	<u>10</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>	%)
<u>Bidding Phase</u>	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Twenty Five</u>	percent (	<u>25</u>	%)

...

See "Exhibit" – BG Hourly Rates

PAGE 26

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.8.3 Reimbursable Expenses are estimated to not exceed \$25,000.00 for Phase 1 Services.

...

§ 11.10.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty One (31) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

one and a half % 1.5 per month

...

12.1 The Owner and Architect agree, that due to the nature of construction, certain costs and changes may be required during the project and that a Design and Construction Contingency be included in the Cost of the Work as outlined in Section 6.1. Owner agrees to establish a Design and Construction Contingency for change in the construction of the project and for omissions, ambiguities or inconsistencies in the construction documents. The Design and Construction Contingency will be used, as required, to pay for any such increased cost and changes due to construction modifications or adjustments to the construction documents.

12.1.1 Upon completion of the Work, the Architect shall compile for and deliver to the Owner a reproducible set of Record documents based upon the marked-up record drawings, addenda, change orders, and other data furnished by the Construction Manager. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Architect shall assume will be reliable, the Architect cannot and does not warrant their accuracy.

12.1.2 The Owner agrees that the Architect is not responsible for damages arising directly or indirectly from any delays for causes beyond the Architect's control. For purposes of this Agreement, such as causes include, but are not limited to, strikes, or other labor disputes; severe weather disruptions; other natural disasters, fires, riots, acts of terrorism, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the Owner or Owner's contractors or consultants; or discovery of any hazardous substances on differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Architect to perform its services in an orderly and efficient manner, the Architect shall be entitled to an equitable adjustment in schedule or compensation.

12.1.3 If, due to the Architect's omission, a required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

12.1.4 Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

12.1. Architect is not responsible to the Owner or any third-parties for errors, omissions or other deficiencies in the services of any other design professional or design-build contractor rendering design, engineering, or related services for the Owner not employed by the Architect. Architect's sole liability in connection with the services of Owner's

consultants or design-build contractors shall be to coordinate Owner's consultant's portion of the Instruments of Services. Owner shall require consultants or design-build contractors retained by Owner to coordinate their services and documents with those of the Architect and Architect's consultants. Architect is not responsible to Owner or any third-party for errors, omissions, or other deficiencies in the services of any other design professional or design-build contractor rendering design, engineering, or related services for benefit of Owner of the Project, whether retained by Architect or Owner. Architect's sole liability in connection with the services of consultants or design-build contractors shall be to coordinate the consultants' portion of the Instruments of Service. Architect shall take whatever action is reasonably necessary, including if necessary, an assignment of rights, to enable Owner to pursue its claims for errors, omissions and deficiencies directly against any consultant retained by Architect. Owner shall require consultants or design-build contractors retained by Owner to coordinate their services and documents with those of Architect and Architect's consultants.

PAGE 27

2 Building Information Modeling Exhibit, if completed:

3 Exhibits:

_____ (Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.

_____ (Insert the date of the E234 2019 incorporated into this agreement.)

☐ Other Exhibits incorporated into this Agreement:

_____ (Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

4 _____

2 Other documents:

...

"Exhibit" BG Fee Schedule

"Exhibit" BG Hourly Rates Schedule

...

Trey Cocking

Clint Hibbs AIA

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Clint Hibbs, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:38:38 CT on 08/26/2024 under Order No. 4104247077 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Architect

(Title)

8/26/2024

(Dated)



The contractual fee summary allocates the actual fees associated with the services to be provided and includes additional services that may be offered upon written approval by the client.

Scope of Work / Fee Estimate for Emporia Recreation Center

Basic Services

<i>Firm</i>	<i>Service</i>	<i>Fee</i>
BG Consultants, Inc.	A/E	\$18,010
Kahler Slater	Architecture	\$107,000
Ballard*King & Associates	Operations	\$30,000
Shockey	Public Engagement	\$39,000
WTI	Aquatics	\$21,990
Total		\$216,000



Exhibit
2024 BG CONSULTANTS STANDARD HOURLY RATES

<u>POSITION</u>	<u>STANDARD PER HOUR 2024</u>
PRINCIPAL III	\$308.00
PRINCIPAL II	\$267.00
PRINCIPAL I	\$256.00
ENGINEER/ARCHITECT V	\$240.00
ENGINEER/ARCHITECT IV	\$201.00
ENGINEER/ARCHITECT III	\$186.00
ENGINEER/ARCHITECT II	\$176.00
ENGINEER/ARCHITECT I	\$159.00
INTERN ENGINEER/GRADUATE ARCHITECT IV	\$181.00
INTERN ENGINEER/GRADUATE ARCHITECT III	\$168.00
INTERN ENGINEER/GRADUATE ARCHITECT II	\$158.00
INTERN ENGINEER/GRADUATE ARCHITECT I	\$136.00
TECHNICIAN IV	\$156.00
TECHNICIAN III	\$141.00
TECHNICIAN II	\$122.00
TECHNICIAN I	\$110.00
TECHNICIAN	\$88.00

SENIOR CONSTRUCTION OBSERVER	\$153.00
CERTIFIED CONSTRUCTION OBSERVER	\$127.00
CONSTRUCTION OBSERVER	\$111.00
SENIOR PROJECT SURVEYOR	\$200.00
PROJECT SURVEYOR	\$197.00
ASSISTANT PROJECT SURVEYOR	\$131.00
FIELD SUPERVISOR	\$122.00
FIELD SURVEYOR II	\$99.00
FIELD SURVEYOR I	\$86.00
CLERICAL II	\$82.00
CLERICAL I	\$66.00

- Note:
- 1) The hourly rates shown above are effective for services through December 31st of the contract year and are subject to revision annually.
 - 2) For any Federal Wage and Hour Law nonexempt personnel, overtime will be billed at 1.5 times the hourly labor billing rates shown.
 - 3) Expert Witness and Depositions will be charged at 1.5 times the hourly labor billing rates shown.

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, August 21, 2024, with Mayor Harter presiding and Commissioners Brinkman, Curtis, Sauder and Smith present. Also present were City Manager Cocking, Deputy City Manager Detter, Assistant City Manager Wash, City Clerk Sull and City Attorney Montgomery.

City Clerk Sull administered the Oath of Office to Tyler Curtis.

**CITY COMMISSION
(Public Comment)**

This is the time for the public to make comments.

The public is invited to make comments at this time. Please limit comments to two (2) minutes each. Please state your name and address prior to making comments.

Jenny Wagers, on behalf of Thompson Brake and Alignment, LLC, 2104 W. 6th Avenue. She stated she had concerns about the drainage ditch on the west side of the business causing flooding and erosion. The Commission stated the issue would be discussed with city staff and Thompson Brake and Alignment would be contacted.

Jerald Campbell, 1201 Presby Dr. He spoke in favor of the local rural community hospital staying in business 24 hours a day 7 days a week. He stressed the importance of working together to keep medical resources local and open.

Linda Forbes, 1357 Road 205. She also spoke in favor of the local hospital. Her concerns were a local hospital that could provide care 24/7 versus a clinic with limited hours and days.

Shairlynn Platt, 115 Grand Blvd. She stated she had concerns about the new changes to the animal code and particularly cat colonies, registration of colonies of cats, and the restrictions placed on owners.

**COMMUNITY DEVELOPMENT BLOCK GRANT
(Scope of Work and Budget Amendments)
(Gazette Building, LLC.)**

Assistant City Manager Wash was recognized and addressed the Governing Body. She stated with the initiation of the Industrial Revenue Bonds for this project, the comprehensive tax exemption on all materials and labor reduces the necessity for full utilization of the CDBG tax exemptions. Initially, the budget for the project was \$1,342,440.93 which included comprehensive improvements and was set to be completed in one phase to leverage the CDBG tax exemptions. With the exemptions included in the IRB's, the developer has an opportunity to reduce the cost of the project and complete the first phase approximately six months earlier, which will strengthen the City's standing in future CDBG applications. For this to be beneficial, the developer needs to remove certain alternatives from the scope of work which will lower the budget, for a budget amendment. The total for the new project budget is \$392,231.00. The match requirement will still be met. She stated the developer will complete all planned improvements, which will take place in the second phase of the project. She stated staff recommends authorizing the Mayor to sign scope of work and budget amendments for the Gazette Building LLC Community Development Block Grant.

Commissioner Smith made a motion to authorize the Mayor to sign the Scope of Work and Budget Amendment for the Gazette Building, LLC Community Development Block Grant. Commissioner Brinkman seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Brinkman, aye; Commissioner Curtis, aye; Commissioner Sauder, aye; and Mayor Harter, aye.

**COMMUNITY DEVELOPMENT BLOCK GRANT
(Gazette Building, LLC – 517 Merchant Street)
(Contractor Selection)
(Bids)**

Assistant City Manager Wash was recognized and addressed the Governing Body. She stated bids for contractor selection were received for the Gazette Building LLC located at 517 Merchant Street. The project consists of extending the existing fire sprinkler system, miscellaneous roof, gutters and downspouts, restrooms, water service

line and fire alarm system, masonry repairs, and other building improvements. The bids are as follows:

BID TABULATION FOR GAZETTE BUILDING LLC.

Bidder:	Base Bid:	Alternate #1	Total
<i>Mitchell Markowitz Const.</i>	<i>\$254,631.00</i>	<i>\$ 137,600.00</i>	<i>\$392,231.00</i>
Vogts Construction	\$368,000.00	\$154,800.00	\$522,800.00

She stated Mitchell Markowitz Construction was the low bidder for the project. Staff recommends awarding the base bid and alternate #1 to Mitchell Markowitz Construction contingent upon CDBG approval of budget and scope of work amendments.

Commissioner Smith asked if there was any conflict of interest with the low bidder being the same person as the owner for this project.

Garrett Nordstrom, representing Governmental Assistance Services, stated the conflict-of-interest policy with CDBG only applies to elected officials and employees of the city itself.

Commissioner Brinkman then made a motion to award the base bid and alternate one to Mitchell Markowitz Construction contingent upon CDBG approval of budget and scope of work amendments. Commissioner Smith seconded the motion. The vote follows: Commissioner Brinkman, aye; Commissioner Smith, aye; Commissioner Curtis, aye; Commissioner Sauder, aye; and Mayor Harter, aye.

**CITY COMMISSION
(Pertaining to Animals and Fowl)
(Amending Chapter 6)
(Ordinance Number 24-24)**

AN ORDINANCE PERTAINING TO ANIMALS AND FOWL; AMENDING CHAPTER 6 OF THE CODE OF THE CITY OF EMPORIA, KANSAS AND REPEALING SAID CHAPTER AS IT EXISTED PRIOR TO THE ADOPTION OF THIS ORDINANCE, to which the City Clerk assigned Ordinance Number 24-24, was presented to the Governing Body for their consideration.

City Attorney Montgomery was recognized and addressed the Governing Body. She stated Prairie Paws Animal Shelter and city staff are proposing various updates to the animal code as previously discussed at the meeting on August 7, 2024. The updates are designed to enhance public safety, welfare and improve clarity in legal requirements,

guide enforcement efforts and empower Prairie Paws to effectively manage the shelter and assist with implementation of the dog and cat registration program. She stated the proposed ordinance will update the animal code in chapter 6 of the Code of Ordinances of the City of Emporia. Changes following discussion at the last meeting include a clause for keeping of domestic animals, Sec 6-10 (b), the additional language states: "Persons legally owning dogs or cat in excess of the permitted number prior to September 1, 2024, shall be allowed to continue ownership of such animals, provided ownership remains with the same person. Veterinary records or animal registration records establishing ownership of such dogs or cats prior to September 1, 2024, shall be presented to an enforcement officer upon request." She stated the other change was made after conversations with the Street Cats Club relating to the Community Cat, Colonies, they request that an update the definition of Caregiver to a person or organization to register as the caregiver contact, which is updated in Sec 6-1 Definitions. Another update includes Sec 6-30, Community Cats, Colonies, and Caregivers, subsection c) 2) "All cats that are part of a community cat colony shall be sterilized, vaccinated against rabies, and ear tipped." They requested an additional sentence stating FVRCP vaccination is encouraged. Updates will also include updated leash requirements, registration requirements for community cat caregivers, a new offense pertaining to dangerous animals, a new designation of reckless animal owner, and a minimum fine schedule. She stated staff recommends approval of Ordinance Number 24-24, amending chapter 6 of the Code of Ordinances pertaining to animals and fowl.

Following further discussion, Commissioner Smith made a motion to approve Ordinance 24-24 amending chapter 6 of the code of the City of Emporia pertaining to animals and fowl. Commissioner Sauder seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Curtis, aye; and Mayor Harter, aye.

PAVING
(KDOT CCLIP Surface Preservation Project FY2025)
(KS-99 Highway – Kansas Avenue to Railroad Crossing)
(12th Avenue to North City Limits)
(Project No. PV2401 KDOT Project No. 056 U-2506-01)
(Bids)

Jim Ubert, City Engineer, was recognized and addressed the Governing Body. He stated bids were received for the CCLIP Resurfacing Project No. PV2401 KDOT Project No. 056 U-2506-01. The City entered into a cost sharing agreement with KDOT in 2023 for CCLIP Resurfacing of KS-99 Highway between Kansas Avenue and the Railroad Crossing and 12th Avenue to North City Limits. The project will consist of milling and grinding of KS-99 Highway and restriping on the roadway. The City will be required to contribute a minimum of 10% plus the amount over KDOT's cost share portion of \$400,000.00. He stated the City's share of funding will be paid from the Multi-Year Fund and county wide sales tax revenue. The bids are as follows:

BID TABULATION FOR CCLIP SURFACE PRESERVATION PROJECT FY2025

Contractor	Base Bid
<i>APAC-Kansas Inc. Shears Division</i>	<i>\$791,070.22</i>
Killough Construction	\$806,684.91
Engineer's Estimate	\$785,078.10

He stated staff recommends awarding the bid to APAC-Kansas Inc., Shears Division for the base bid of \$791,070.22.

Commissioner Brinkman made a motion to award the CCLIP FY2025 Resurfacing KS-99 Highway Kansas Avenue to Railroad Tracks and 12th Avenue to North city limits, Project No. PV2401 KDOT Project No. 056 U-2506-01 to APAC-Kansas Inc., Shears Division for the base bid amount of \$791,070.22. Commissioner Smith seconded the motion. Following further discussion, the vote follows: Commissioner Brinkman, aye; Commissioner Smith, aye; Commissioner Curtis, aye; Commissioner Sauder, aye; and Mayor Harter, aye.

**ENGINEERING
(South Avenue Box Bridge Improvements)
(Project No. SW2403)
(Bids)**

Jim Ubert, City Engineer, was recognized and addressed the Governing Body. Kansas Department of Transportation (KDOT) performed a bridge inspection audit on the City's bridge inventory this past year. He stated this project is in response to KDOT's audit of the bridges the City has listed as assets. The bridge inspection found that a RCB box scour located 330' East of Prairie Street needs repair. Engineering was informed by KDOT about the repair to the RCB box at the bridge. If repairs are not completed, the City would begin inspecting the bridge every year. He stated the RCB bridge scour improvements will be Project No. SW2403 and will be funded by stormwater funds which is funded by the Multi-Year Fund. The bids are as follows:

BID TABULATION FOR SOUTH AVENUE BOX BRIDGE IMPROVEMENTS

Contractor	Base Bid
<i>L. Underwood, LLC</i>	<i>\$37,387.70</i>
S. R. Coffman Construction	\$48,460.51
Engineer's Estimate	\$22,350.00

He stated the low bid is over the Engineer's estimate, however, there is no advantage to rebid the project. There were three (3) bidders, one was non-responsive. He stated staff recommends awarding the bid to L. Underwood, LLC for the base bid amount of \$37,387.70.

Commissioner Smith made a motion to award the bid for the South Avenue Box Bridge Improvements Project No. SW2403 to L. Underwood, LLC in the amount of \$37,387.70. Commissioner Sauder seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Curtis, aye; and Mayor Harter, aye.

SANITATION
(Fourth Addendum for Transport and Disposal of Solid Waste)
(Agreement b/w City of Emporia & Board of County Commissioners of Lyon Co.)
(Second Addendum to Recyclables Processing & Marketing Service Agreement)
(N.R. Hammy Quarry, Inc.)

Dean Grant, Director of Public Works, was recognized and addressed the Governing Body. He stated the City of Emporia has two (2) contracts the Hamm Companies, one for Municipal Solid Waste and one for Single Stream Recycling. They have requested an amendment to the Municipal Solid Waste contract that would change language referencing the number of tons per load and any trailer damage while in the possession of the City. This agreement will be effective September 1, 2024, and continue until December 31, 2026. He stated on the Single Stream Recycling contract, Hamm Companies gave notice of termination on the current contract. They have requested to increase the per ton rate, and an increase on the rate for the recycling to be hauled to the processing center. He stated the new rates would increase single stream recycling from \$45.00 per ton to \$105.00 per ton, and the hauled rate would increase from \$295.00 per load to \$625.00 per load. There will also be a built-in annual increase based on the Consumer Price Index plus three percent (3%). This amendment would be effective September 1, 2024, and would also extend the single stream recycling contract to December 31, 2026, with both the Municipal Solid Waste contract and the Single Stream Recyclables Processing contracts terminating at the same time. He stated there is no financial impact to the Municipal Solid Waste contract. The Single Stream Recycling contract will increase approximately \$100,000.00 in the first year with the expenditure to the Solid Waste Fund. He stated staff is recommending approval of the Fourth Addendum for Transport and Disposal of Solid Waste agreement contract and approval of the Second Addendum to Recyclables Processing & Marketing Service Agreement with N.R. Hamm Quarry, Inc.

Mayor Harter asked when the last time was there was a rate increase for Single Street recycling with Hamms.

Charlie Sedlock, representing Hamm Companies, stated the contract called for an annual increase since 2015, due to computer and other processing issues, the rate was

held flat. Between those issues and good negotiations by staff, you have the best rate in the Midwest.

Mayor Harter stated recycling is becoming more expensive for users and haulers and wanted to know if there were ways to combat the rise in expensive.

Mr. Sedlock stated the best way was to educate the public on what items are safe to recycle to reduce contamination, and to educate the public that all waste disposal is becoming more expensive.

Commissioner Brinkman made a motion to approve Amendment No. 4 to the Municipal Solid Waste contract and approve Amendment to the Singel Steam Recyclables Processing contract. Commissioner Smith seconded the motion. The vote follows: Commissioner Brinkman, aye; Commissioner Smith, aye; Commissioner Curtis, aye; Commissioner Sauder, aye; and Mayor Harter, aye.

CITY MANAGER'S REPORT (Financials & Building Permits)

This is the time for the City Manager to make comments and reports to the public.

The following is general information for the month of July 2024 for community:

1. Monthly Local Retail Sales Tax Receipts Update

	2023	2024	Decrease of \$2,247.95 for the month, and
	\$ 558,471.20	\$ 556,223.25	Overall decrease of 0.73% from year 2023.
YTD	\$3,742,949.80	\$3,715,822.34	

2. City Share from County Tax

	2023	2024	Decrease of \$5,068.20 for the month, and
	\$ 288,673.57	\$ 283,605.37	Overall decrease of 3.53% from year 2023.
YTD	\$1,963,273.83	\$1,896,393.17	

Building Permits issued from 7/1/2024 to 7/31/2024 for new construction, remodeling/repairs and demolition.

Total number of building permits issued through Code Services:	65
Total of valuations associated with those building permits:	\$2,055,831.04
Total number of dollars collected for Building Permit Fees:	\$ 13,393.50
Construct – Single-family dwellings	0
Demo – Single-family dwellings	0
Flint Hills Mall CID for July 2024	\$ 22,952.33
YTD	\$ 141,951.19

Pavilions CID for July 2024	\$ 14,707.14
CID #2	\$ 14,698.31
YTD	\$ 218,470.94
Fairview Hotel CID for July 2024	\$ 8,830.52
YTD	\$ 15,350.31

Consent Agenda

It was moved by Commissioner Sauder, seconded by Commissioner Smith that the Consent Agenda listed below be ratified as a whole:

- a. Approve minutes of the Regular Meeting held on August 7, 2024.
- b. Ordinance No. 24-25 Authorizing Beer Garden for Halfway to Everywhere Festival on September 7, 2024.

AN ORDINANCE EXEMPTING A ONE-HALF BLOCK AREA WEST OF COMMERCIAL STREET BETWEEN AND INCLUDING WEST 9TH AVENUE, WEST 10TH AVENUE AND PORTIONS OF THE ALLEY WEST OF COMMERCIAL STREET FROM THE PROHIBITION ON THE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES FROM THE HALFWAY TO EVERYWHERE FESTIVAL SEPTEMBER 7, 2024.

The vote follows: Commissioner Sauder, aye; Commissioner Smith, aye; Commissioner Brinkman, aye; Commissioner Curtis, aye; and Mayor Harter, aye.

CITY COMMISSION (City Manager's Report)

This is an opportunity for the City Manager to present information to the public that may not be reported in other news accounts or City activities or to highlight accomplishments of the organization.

At the time this Agenda was prepared, the following items were in the works:

TENTATIVE AGENDA FOR SEPTEMBER 4, 2024, MEETING.

- Proclamation Recognizing National Hispanic Heritage Month, September 15th-October 15th.
- Proclamation for National Adult Education and Family Literacy Week, September 15 through 21, 2024.
- Proclamation for September as Library Card Sign-Up Month.

- Proclamation Naming September 13 through 12, 2024, as Welcoming Week in Emporia.
- Public Hearing for Revenue Neutral Rate.
- Resolution for Revenue Neutral Rate.
- Public Hearing for 2025 Budget and 5-Year Plan.
- Adopt the 2025 Budget and 5-Year Plan.
- Adopt Safe Routes to School Plan.
- Contract with BG Consultants for REC Center.

City Manager Cocking introduced Brenda Young as the New Zoo Director for the David Traylor Zoo.

Study Session: - Zoo Education Center

Introduction of the New Zoo Director.
CDBG Update.
Discuss the Formation of the Public Building Commission.
Discuss Social Media in Local Government.

CITY COMMISSION (Public Comment)

This is the time for the Mayor and City Commissioners to make comments and reports to the public.

No comments were made at this time.

EXECUTIVE SESSION

Commissioner Sauder made a motion to recess into Executive Session for 45 minutes inviting pertinent city staff for the purpose of consultation with the City Attorney regarding a legal matter. The justification for the executive session is provide in K.S.A. 75-4319(b)(2) to protect privileged communication in the attorney-client relationship. The open meeting will resume in City Commission Meeting Room at approximately 12:30 p.m. Commissioner Smith seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Smith, aye; Commissioner Brinkman, aye; Commissioner Curtis, aye; and Mayor Harter, aye.

Upon reconvening the meeting in Regular Session, at 12:30 p.m., this same date in the City Commission Meeting Room, Mayor Harter stated they had consultation with the City Attorney regarding a legal matter and no action was taken.

Commissioner Curtis made a motion to recess the meeting until 1:00 p.m. to Conference Room 1AB. Commissioner Sauder seconded the motion. The vote follows: Commissioner Curtis, aye; Commissioner Sauder, aye; Commissioner Brinkman, nay; Commissioner Smith, nay; and Mayor Harter, aye.

Mayor Harter then made a motion to recess the meeting until 12:52 p.m. to Conference Room 1AB. Commissioner Brinkman seconded the motion. The vote follows: Mayor Harter, aye; Commissioner Brinkman, aye; Commissioner Curtis, aye; Commissioner Sauder, aye; and Commissioner Smith, aye.

The following items were discussed at Study Session:

1. Appoint City Commissioner to Emporia Enterprises.
2. Discuss KDOT's Safe Routes to School Plan.
3. Discuss Stormwater Utility.
4. Discuss Utility Fund Budget.

Study Session Discussion:

1. Appoint City Commissioner to Emporia Enterprise

City Commission

Emporia Enterprises Board

Appoint Governing Body Representative

City Manager Cocking stated Danny Giefer was appointed as the representative to the Emporia Enterprise Board. Tyler Curtis was appointed as a member at large. He is no longer eligible for that position. He stated Tyler should be appointed as the Governing Body representative.

Mayor Harter requested that Emporia Enterprises advertise for an opening.

Commissioner Smith made a motion to appoint Tyler Curtis as the representative of the Governing Body to participate in the activities of the Emporia Enterprise Board and to open up the position of member at large for applications. Commissioner Sauder seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Curtis aye; and Mayor Harter, aye.

Commissioner Sauder then made a motion to adjourn. Commissioner Brinkman seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Curtis, aye; Commissioner Smith, aye; and Mayor Harter, aye.

Erren Harter, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Informational Items

Title: Informational Items

Agenda Date: September 4, 2024

Presented By: Trey Cocking, City Manager

Background:

This is an opportunity for the City Manager to present information to the public that may not be reported in other news accounts or City activities or to highlight the organization's accomplishments.

Discussion:

At the time this Agenda was prepared, the following items were in the works for the tentative Agendas of the upcoming meetings on Wednesday, September 18, 2024.

Commission Meeting :

- Ordinance for Stormwater Utility
- Beer Garden for Radius at Oktoberfest Event on October 15, 2024.
- Executive Session

Study Session:

- Discuss Social Media in Local Government.



Commission Action Report

Executive Session

Title: Executive Session

Agenda Date: September 4, 2024

Recommended Action:

Recess into executive session for 15 minutes inviting pertinent city staff for the purpose of consultation with the City Attorney regarding a legal matter. The justification for executive session is provided in K.S.A. 75-4319(b)(2) to protect privileged communication in the attorney-client relationship. The open meeting will resume in this room at approximately __:____ a.m./p.m.



Emporia Public Building Commission

Structure and Purpose



Table of contents

Section 1 | Financing options for cities in Kansas

Section 2 | Debt limit

Section 3 | Overview of public building commissions

Section 4 | Consideration for public building commission formation

Section 5 | Examples of public building commissions in Kansas

Section 1

FINANCING OPTIONS FOR CITIES IN KANSAS

Types of municipal bonds issued in Kansas

- General Obligation Bonds
- Temporary Notes
- Utility Revenue Bonds
- Sales Tax Revenue Bonds
- Public Building Commission Revenue Bonds
- Certificates of Participation / Lease Revenue Bonds
- Tax Increment Finance (TIF) Revenue Bonds
- STAR Bonds
- Industrial Revenue Bonds

General obligations bonds

General obligation bonds are the most secure debt instrument which may be issued by Kansas municipalities. Usually, such bonds will provide the lowest interest rate available at that time in the financial markets for similar length of maturing obligations. General obligation bonds may be issued to finance a variety of public improvements, including public buildings, streets, sewers and water system improvements. All general obligation bonds are secured by the full faith and credit of the issuing municipality, and such municipality must levy unlimited taxes on all taxable tangible property in the municipality to repay the principal of and interest on the bonds. Even though a municipality issues general obligation bonds, it may anticipate that revenues generated from a particular source (e.g. utility system) will provide the necessary funds for payment of the principal and interest on the bonds. If revenues are insufficient, however, the municipality must make the payments from other funds of the municipality, including from ad valorem taxes, if necessary. Kansas law provides that general obligation bonds, other than special assessment bonds, must mature within 32 years of issue. Special assessment bonds must mature within 22 years of issue.

Utility system revenue bonds

Kansas law (K.S.A. 10-1201 *et seq.*) authorizes any municipality to issue revenue bonds to finance the costs of constructing or making improvements to a revenue producing “utility.” In the event the municipality does not currently operate such utility, a referendum is required to issue the bonds. However, if such utility is currently in operation, the governing body may declare its intent to issue the revenue bonds by resolution. Thereafter, a notice of such intent is published one time and citizens are provided the opportunity to protest (20% of qualified electors within 15 days). If no sufficient protest is filed, the municipality may issue the bonds. Utility revenue bonds issued under the above statute are generally secured by the “net revenues” of the utility (gross revenues after deducting operation and maintenance expenses). Market conditions usually dictate that the municipality establish a “bond reserve” account equal to ten percent of the issue size and maintain or raise utility rates in order to achieve “net revenues” of not less than 125 to 140 percent of the current year's debt service requirements.

Public building commission revenue bonds

Kansas law (K.S.A. 12-1757 *et seq.*) authorizes both cities and counties to create public building commissions (“PBC”). A PBC may be created by appropriate ordinance or resolution and may consist of between three and nine members, as appointed by the creating municipality. A PBC may finance buildings or facilities maintained and operated for a county courthouse, county or city offices and related parking facilities and lease the same to the cities, counties or other enumerated governmental agencies. However, city and county obligations to make lease payments to a PBC are subject to the Tax Lid unless the obligation existed prior to July 1, 2016. PBC revenue bonds are payable solely from the rents and revenues to be derived from the operation, management or use of the buildings or other facilities operated and maintained by the PBC. PBC bonds are excluded from the bonded indebtedness of the applicable municipality.

Cities and counties may, however, provide for PBC financing of other public facilities through home rule charter action as described below. PBC leases may be for a term of up to 50 years and will be valid notwithstanding the Cash Basis Law and “budget law” (K.S.A. 79-2925 *et seq.*). Thus, lease payments to a PBC are not subject to annual appropriation like payments under a normal lease or lease-purchase agreement.

Prior to the issuance of revenue bonds to finance the aforementioned buildings or facilities, a PBC must adopt a resolution declaring it necessary to finance such project. The resolution must be published once a week for two consecutive weeks in the official newspaper of the applicable municipality. A referendum is required if a protest petition is filed by not less than five percent of the electors of the applicable municipality within thirty days after the last publication.

Pursuant to charter home rule authority, PBCs have acquired and constructed State prisons, law enforcement centers, swimming pools, recreational facilities, school auditoriums, hospitals, senior care centers and community college educational facilities.

Lease and lease-purchase agreements

Cities are empowered by their home rule authority (Article 12, Section 5 of the Kansas Constitution and K.S.A. 12-101 *et seq.*) to enter into lease, lease purchase or installment purchase obligations (jointly defined herein as “Lease Agreements”) to finance projects.

Exceeding Limitations of the Cash Basis Law. K.S.A. 10-1116b provides, in substance, that the Cash Basis Law shall not prohibit a municipality from entering into (1) an agreement to pay for electric interconnection or transmission facilities or services, (2) a lease agreement, or (3) a lease purchase or installment purchase agreement; if any such agreements specifically state that the municipality is obligated only to pay periodic payments or monthly installments under the agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during such municipality's current budget year or (b) funds made available from any lawfully operated revenue producing source. However, city and county obligations to make lease payments are subject to the Tax Lid unless the obligation existed prior to July 1, 2016.

Procedural Requirements. K.S.A. 10-1116c provides additional procedural requirements with respect to the foregoing entities entering into Lease Agreements. *Sections (a) and (d)* of that statute provide that any Lease Agreement for a term in excess of the current fiscal year shall be (1) approved by a majority vote of all members of the governing body (*e.g.* similar to requirements for adoption of an ordinance) and (2) must specify (a) the amount or capital cost required to purchase the item if paid for by cash, (b) the annual average effective interest cost and (c) the amount included in the payments for service, maintenance, insurance or other charges exclusive of the capital cost and interest cost.

Notice Requirements. K.S.A. 10-1116c(b) provides that if a municipality other than a county, school district or community college (*e.g.* a city) proposes to enter into a Lease Agreement involving (1) the acquisition of land or buildings, (2) is for a term of three or more years and (3) payments in any year in excess of 3% of the total budget of that municipality for the current year, excluding debt service, a notice specifying the purpose and total payments under the Lease Agreement must be published once each week for two consecutive weeks in a newspaper of general circulation within such municipality. If a petition in opposition of the Lease Agreement is filed by 5% of the qualified electors of the municipality within 30 days of the last publication, the Lease Agreement shall not take effect until approved at a referendum held in the manner provided in K.S.A. 10-120. Any such election shall be called and held in the manner provided by K.S.A. 10-120, and amendments thereto, or in accordance with the provisions of the mail ballot election act.

Miscellaneous. Lease Agreements are not bonded indebtedness and therefore are excluded from the bonded debt limitation computation of municipalities.

Section 2

DEBT LIMIT FOR GENERAL OBLIGATION BONDS

Debt limit – statutory limitations on bonded indebtedness

Limit on Bonded Indebtedness (K.S.A. 10-308). Except as otherwise provided in the statutes, the authorized and outstanding bonded indebtedness of any city shall not exceed 30% of the assessed valuation of all taxable tangible property in the city as certified to the county clerk on the preceding August 25.

General Exceptions (K.S.A. 10-309). Notwithstanding the provisions of K.S.A. 10-308 and amendments thereto, the following shall not be included in computing the total bonded indebtedness of the city for the purposes of determining the limitations on bonded indebtedness: (a) bonds issued by any city for the purpose of acquiring, enlarging, extending or improving any storm or sanitary sewer system; or (b) bonds issued by any city for the purpose of acquiring, enlarging, extending or improving any municipal utility; or (c) bonds issued by any city to pay the cost of improvements to intersections of streets and alleys or that portion of any street immediately in front of city or school district property.

Revenue Bonds Excluded from Computation (K.S.A. 10-311). All revenue bonds issued by a city shall not be included in computing the total bonded indebtedness of such city for the purpose of determining the limitations on bonded indebtedness of such city. “Revenue bonds” mean bonds issued by any city to be paid from the revenue derived from the operation of a publicly owned utility, instrumentality or facility of a revenue producing character, or which are not general obligations of the issuing city.

Lease Obligations Excluded from Computation. Lease agreements are not bonded indebtedness and therefore are excluded from the bonded debt limitation computation of municipalities.

Section 3

OVERVIEW OF PUBLIC BUILDING COMMISSIONS

Public building commission overview

General. One possible financing mechanism for governmental buildings and facilities is the issuance of public building commission revenue bonds pursuant to K.S.A. 12-1757 *et seq.* (the “PBC Act”). The following briefly outlines the manner in which a public building commission must be established and composed, the projects such a commission is authorized to undertake, the manner in which home rule charter action could be used to alter and substitute legislative provisions relating to public building commission projects, the legal structure present in public building commission bond issues and a few observations regarding public building commissions.

Establishment and Composition. The PBC Act authorizes both cities and counties to create public building commissions (“PBC”) for the purposes of acquiring a site or sites for and constructing, reconstructing, equipping and furnishing a building or buildings or other facilities of a revenue producing character, including parking facilities, or for purchasing or otherwise acquiring such building or buildings or facilities. A PBC may be created by ordinance or resolution, as applicable, of the governing body of a Kansas city or county. A PBC may consist of between three and nine members, as appointed by the governing body of the city or county that created the PBC, except that when the PBC provides for a building to be used by a governmental entity other than that which created the PBC, the governing body of such governmental entity shall be represented on the PBC by not less than one member. The ordinance or resolution establishing the PBC should set the number of members and prescribe the manner in which they are to be selected and their terms of office. A single purpose PBC may be established to finance projects for its sponsor city or county, or a multi-purpose PBC with broader authority may be created. The authorizing ordinance or resolution may also limit the ability of the PBC to finance projects that are otherwise permitted by the PBC Act, or may require the consent of the governing body of the city or county that created the PBC. Bylaws are not required by the PBC Act but are helpful to provide basic ground rules for organization and operation.

Permissible Powers and Projects. The PBC Act provides that a PBC may do all things necessary or incidental to the purpose of constructing, acquiring, enlarging, furnishing, equipping, operating and maintaining buildings, to be made available for use by governmental entities as follows: county courthouse, the housing and accommodation of county offices or county business or for city offices or such other purposes as are commonly carried on in connection with such facilities or in county courthouses and general city buildings, including administrative offices for school districts and housing, accommodations and parking facilities for offices of state and federal agencies.

Modification through home rule

Many local governments operate public buildings not specifically enumerated by the PBC Act as a type of public building that can be maintained and operated by a PBC, including recreational, educational and other public facilities. The PBC Act is not, however, uniformly applicable to all cities and counties in Kansas and is therefore subject to the home rule charter powers granted to cities by K.S.A. 12-101 *et seq.* and Article 12, Section 5 of the Kansas Constitution and to counties by K.S.A. 19-101 *et seq.* A city or county may pass a charter ordinance or resolution pursuant to its home rule powers to expand PBC authority to include the authority to maintain and operate additional types of public building projects, including recreational, educational and other public projects.

A charter ordinance or resolution is an ordinance or resolution that exempts a city or county from the whole or any part of any enactment of the Kansas legislature and may provide substitute and additional provisions on the same subject. A charter ordinance requires passage by a two-thirds vote of the governing body of a city. A charter resolution requires adoption by a unanimous vote of a three-member county governing body and a two-thirds vote of a five or seven-member county governing body. Every charter ordinance must be published once each week for two consecutive weeks in the official city or county newspaper and is subject to a sixty day notice and protest opportunity. The governing body of a city or county may also directly submit any charter ordinance or resolution to a referendum without petition and such charter ordinance or resolution shall then become effective when approved by a majority of the electors voting thereon.

Pursuant to charter home rule authority, PBCs have acquired and constructed state prisons, law enforcement centers, swimming pools, school auditoriums, hospitals, senior care centers, assisted living facilities and community college educational facilities.

Legal structure

The PBC Act authorizes a PBC to issue revenue bonds to finance public buildings or facilities or improvements thereto. The PBC must adopt a resolution declaring it necessary to finance a project. The resolution must be published once a week for two consecutive weeks in the official city or county newspaper, as applicable. A referendum is required if a protest petition is filed by not less than five percent of the electors of the city or county, as applicable, within thirty days after the last publication. Different protest provisions may apply if the PBC intends to lease the public building or facilities to an entity other than its creating city or county. The charter ordinance or resolution procedure described above may also be used to eliminate the notice and protest provisions described in the preceding sentence relating to the creating city or county, if desired.

The PBC has no power to levy taxes and PBC revenue bonds are not general obligations or debt of any public body within the meaning of any statutory or constitutional debt limitation. PBC revenue bonds are payable solely from the rents and revenues to be derived from the operation, management or use of the buildings or other facilities operated and maintained by the PBC.

In order to generate the rents and revenues described in the previous paragraph, the PBC must negotiate a lease for use of a public building by another governmental entity or a non-profit corporation. The PBC is authorized to fix rates, rentals, fees and charges for the use of any and all buildings or space therein or other facilities owned and operated by the PBC, sufficient at all times to pay maintenance and operation costs of such buildings or facilities, the principal of and the interest on bonds issued by the PBC as the same shall become due and payable, and to make all payments to any accounts created in relation to the bonds. The lease may have a term of up to fifty years and will be valid notwithstanding the Cash Basis Law and Budget Law. This means if a city or county enters into a lease with a PBC pursuant to the PBC Act, the obligation of the city or a county to make lease payments to the PBC is a binding obligation that is not subject to annual appropriation and the city or county will be obligated to pay such lease payments from whatever source is legally available. A city or county's ability to increase property tax revenues to generate funds to make payments to a PBC for leases has, at times been subject to a statutory "tax lid," but, as of 2021, there is no such statutory tax lid in effect. A PBC lease is normally a "net lease" and the governmental entity leasing a project is responsible for payment of taxes, insurance and maintenance charges related to such project. A PBC lease also usually provides for a purchase option upon retirement of PBC bonds issued to finance the project that was subject to such lease. The purchase price is typically nominal.

The PBC is a conduit issuer of bonds and issues bonds "on behalf of" the governmental entity to which PBC buildings and facilities are leased and by which such buildings and facilities are used. As such, the bond resolution adopted by the PBC, and perhaps a trust indenture entered into by the PBC, frequently provide for rents and revenues payable to the PBC to be paid directly to a bond trustee or bond paying agent for application to PBC bond debt service. Such arrangements minimize ongoing PBC responsibilities following the issuance of bonds and completion of a PBC project.

Observations

PBCs and their revenue bonds have become an attractive alternative for the financing of a public building or facility project for many reasons, including those that follow. First, the exclusion of PBC bonds from any bonded debt limitation can be an important consideration by a governmental entity regarding project financings that would consume a significant portion of the governmental entity's bonded debt limits if financed with general obligation bonds. Second, the ability to utilize charter home rule powers to amend and supplement the PBC Act provides great flexibility respecting the type of projects that may be undertaken and financed by a PBC and this flexibility is not always available with other financing mechanisms, including general obligation bonds. Third, PBC bonds can often be issued without approval by referendum. Finally, although PBC bonds are leasehold revenue bonds, the exception of PBC leases from the cash-basis law provides a level of security not often present with other lease-based or revenue bond transactions.

Section 4

CONSIDERATION FOR PUBLIC BUILDING COMMISSION FORMATION

Emporia, Kansas public building commission

Logistical considerations	Meeting practices and outcomes
Number of members	5 members (elected by city commission) same as city commission suggested.
Hierarchy of members	Will need to elect chair, and vice-chair, and secretary (city clerk usually)
Public building commission meeting times	During or at the end of commission meetings (suggested)
Public building commission governance rules	Roberts rules of order
Power of public building commission	Issue debt, enter into leases, exempt from state statutory debt limit, issuance generally not subject to referendum
Accounting unit	Component unit of city. Usually listed in city audit.
Rating comparison to general obligation bond	Generally same rating as general obligation bond of the city-currently "AA-"
Dissolution	Can be dissolved by city commission if the PBC has no current debt.

Section 5

EXAMPLES OF PUBLIC BUILDING COMMISSIONS IN KANSAS

Osage County, Kansas PBC



\$20,295,000

**Osage County, Kansas
Public Building Commission**

Taxable Revenue Bonds
(Law Enforcement Center Project)
Series 2022

April 2022

Sole Underwriter

BACKGROUND:

In April 2022, Raymond James & Associates served as the Underwriter for the issuance of the \$20,295,000 for Osage County, Kansas Public Building Commission, Taxable Revenue Bonds (Law Enforcement Center Project), Series 2022. The Bond proceeds will be used to construct a new County jail and law enforcement center. The voters in the County approved the implementation of a one-half percent (0.50%) retailers' sales for the purpose of paying costs necessary to design, construct, equip and furnish a new law enforcement and public safety center facility in the County. The County intends to use the Sales Tax to make Rental Payments under the Lease during the first four years of repayment of the Bonds. The County further intends to use legally available funds of the County, which may also include revenue derived from the housing of federal prisoners, if any, to make Rental Payments under the Lease.

SUCCESSFUL OUTCOME:

The Bonds are rated “AA-” by S&P Global Ratings, which is an affirmation of the existing rating. In addition, S&P assigned a “stable outlook”. Furthermore, the Bonds are insured by a municipal bond insurance policy issued by Assured Guaranty, which results in an insured rating of “AA” by S&P. The underlying rating is generally a reflection of the financial management of the City along with other factors such as the local economy, debt ratios, fund balances and budgetary performance, among others.

The Bonds have a final maturity on August 1, 2052, which results in an average life of 19.665 years. The Taxable Revenue Bonds were sold to investors at an average interest rate, or True Interest Cost (TIC) of 4.72%. The Bonds are callable on or after August 1, 2032 at the redemption price of 100%.

Miami County, Kansas PBC



\$7,500,000
Miami County Public Building
Commission Miami County, Kansas

\$4,265,000
Refunding Revenue Bonds
Series 2022A

\$3,235,000
Taxable Refunding Revenue Bonds
Series 2022B

Municipal Advisor

BACKGROUND:

In January 2022, Raymond James & Associates served as the Municipal Advisor for the issuance of the \$7,500,000 Refunding Revenue Bonds for Miami County Public Building Commission, Miami County, Kansas. The proceeds of the Bonds will be used to refund a portion of the outstanding Series 2014 and 2015 Revenue Bonds. The Bonds were originally issued to pay for the construction of a new County jail and law enforcement center. Voters in the County approved a sales tax to be used to repay the Bonds. Sales tax collections have been favorable and, as a result, the County has accumulated a solid fund balance and has experienced a favorable debt service coverage from the sales tax collections.

SUCCESSFUL OUTCOME:

The outcome of the refinancing was clearly a success as it allowed the PBC and County to capture a savings of \$1,330,065.64 and shorten the repayment period for the Bonds by eleven years. In addition, the average interest rate, or True Interest Cost (TIC) on the Refunding Bonds is 1.85% and the average interest rate on the Refunded Bonds is 3.24%. The refunding results in a “present value savings percentage” of 10.37%.

The PBC and County evaluated the options of a direct placement and public offering for the Bonds. A request for proposals was sent to banks that purchase bonds on a direct placement basis. The County and PBC received a favorable proposal and the Bonds were placed with an institutional investor as a non-rated issue.

Furthermore, the projected sales tax cashflows show that the County should be in a position to redeem all outstanding bonds by 2034 assuming a 1% sales tax growth rate. If sales tax collections grow at 2% or 3%, then the County should then be in a position to redeem and pay all bonds by 2033.

Geary County, PBC



\$32,625,000
Geary County
Public Building Commission

\$20,335,000
Revenue Bonds
Series 2022-A

\$12,290,000
Taxable Refunding and
Improvement Revenue Bonds
Series 2022-B

Municipal Advisor

BACKGROUND:

In October 2022, Raymond James & Associates served as the Municipal Advisor for the issuance of the \$20,335,000 Revenue Bonds, Series 2022-A and \$12,290,000 Taxable Refunding and Improvement Revenue Bonds being issued by the Geary county Public Building Commission. The Series 2022-A and 2022-B Bond proceeds will provide funds to acquire, construct, equip, and furnish improvements to the Geary Community Hospital facility and funds to operate and maintain such hospital facility, including payment of certain accounts payable. In addition, a portion of the Series 2022-B Bond proceeds along with the Debt Service Reserve Account for the Series 2016 Refunded Bonds will be applied to advance refund the outstanding Refunding Revenue Bonds, Series 2016. The County and the Geary Community Hospital Board of Trustees intend to further sublease the Project to Stormont Vail Flint Hills, LLC, or a related entity.

SUCCESSFUL OUTCOME:

The Bonds are rated “A” by S&P Global Ratings, which is an affirmation of the existing rating. In addition, S&P assigned a “stable outlook. The underlying rating is generally a reflection of the financial management of the PBC and County, along with other factors such as the local economy, debt ratios, fund balances and budgetary performance, among others.

The Series 2022-A Bonds have a final maturity on August 1, 2051, which results in an average life of 24.796 years. The Series 2022-A Bonds were sold to investors at an average interest rate, or True Interest Cost (TIC) of 5.06%. The Series 2022-A Bonds are callable on or after August 1, 2029 at the redemption price of 100%.

The Series 2022-B Taxable Bonds have a final maturity on August 1, 2041, which results in an average life of 11.368 years. The Series 2022-B Bonds were sold to investors at an average interest rate, or True Interest Cost (TIC) of 5.53%. The Series 2022-B Bonds are callable on or after August 1, 2032 at the redemption price of 100%.

Public building commission issues completed in Kansas

The attached list sets forth the PBC Revenue Bond issues completed by all underwriting and advisory firms in Kansas.

Sale Date	Issue Dated date	Par Amount (USD Millions)	Issuer (Full Name)	Issue Description	Series of Issue
8/21/2023	9/13/2023	3.00	Osage Public Building Commission	Revenue Bonds	Series 2022
8/9/2023	9/7/2023	15.82	Johnson Co Pub Bldg Commission	Lease Purchase Revenue Bonds	Series 2023A
11/10/2022	12/8/2022	18.72	Shawnee Co Kansas Pub Bldg Commission	Revenue Bonds	Series 2022
10/5/2022	10/26/2022	20.34	Geary Co Public Bld Commission	Revenue Bonds	Series 2022A
10/5/2022	10/26/2022	12.29	Geary Co Public Bld Commission	Refunding & Imp Bonds	Series 2022B
9/13/2022	10/13/2022	4.00	Newton Public Building Comm	Revenue Bonds	Series 2022
3/28/2022	4/14/2022	20.30	Osage Public Building Commission	Revenue Bonds	Series 2022
12/16/2021	12/16/2021	29.00	Wyandotte Co/Kansas City Uni Gov Pub Bldg Comm	Industrial Revenue Bonds	Series 2021
12/16/2021	12/16/2021	22.00	Wyandotte Co/Kansas City Uni Gov Pub Bldg Comm	Industrial Revenue Bonds	Series 2021
11/12/2021	12/15/2021	2.10	Hoisington Public Building Comm	Revenue Bonds	Series 2021
10/27/2021	11/18/2021	6.75	Johnson Co Pub Bldg Commission	Lease Purchase Revenue Bonds	Series 2021 A
8/3/2021	9/15/2021	8.38	Pratt Co Public Bldg Commission	Refunding Revenue Bonds	Series 2021 B
6/21/2021	7/8/2021	3.41	Maize Pub Building Commission	Refunding Revenue Bonds	Series 2021 A
5/18/2021	6/2/2021	13.20	Bel Aire Public Building Comm	Refunding Bonds	Series 2021
5/5/2021	6/10/2021	4.34	Barber Co Public Bldg Comm	Refunding Revenue Bonds	Series 2021
4/28/2021	6/3/2021	3.12	Clay Center Public Building Comm	Refunding Revenue Bonds	Series 2021
2/25/2021	3/25/2021	1.83	Wyandotte Co/Kansas City Uni Gov Pub Bldg Comm	Revenue Bonds	Series 2021- A
1/12/2021	1/28/2021	6.17	Saline Co Public Bldg Comm	Revenue Bonds	Series 2021
1/5/2021	1/21/2021	2.35	Scott Co Public Bldg Commission	Refunding Revenue Bonds	Series 2021
12/30/2020	12/30/2020	0.47	Frankfort Public Bldg Commission	Refunding Revenue Bonds	Series 2020
11/9/2020	11/24/2020	1.95	Moundridge City Pub Bldg Comm	Revenue Bonds	Series 2020
10/14/2020	11/10/2020	6.85	Johnson Co Pub Bldg Commission	Lease Purchase Rev Ref Bonds	Series 2020 D
9/21/2020	10/15/2020	12.00	Hoisington Public Building Comm	Revenue Bonds	Series 2020-A
9/21/2020	10/15/2020	3.00	Hoisington Public Building Comm	Revenue Bonds	Series 2020-B
8/18/2020	9/1/2020	2.34	Stockton Public Bldg Commission	Revenue Bonds	Series 2020
8/5/2020	8/27/2020	10.59	Johnson Co Pub Bldg Commission	Lease Purchase Rev Ref Bonds	Series 2020 B
8/5/2020	8/27/2020	17.00	Johnson Co Pub Bldg Commission	Lease Purchase Rev Ref Bonds	Series 2020 A
5/11/2020	6/3/2020	0.56	Hesston Public Bldg Commission	Refunding Revenue Bonds	Series 2020
5/6/2020	5/27/2020	3.41	Norton Public Bldg Commission	Revenue Refunding Bonds	Series 2020
3/10/2020	3/10/2020	4.15	Cloud Co Pub Bldg Commission	Refunding Revenue Bonds	Series 2020
2/27/2020	3/19/2020	2.73	Wyandotte Co/Kansas City Uni Gov Pub Bldg Comm	Revenue Bonds	Series 2020 A
2/27/2020	3/19/2020	3.10	Wyandotte Co/Kansas City Uni Gov Pub Bldg Comm	Revenue Bonds	Series 2020 C
2/27/2020	3/19/2020	4.44	Wyandotte Co/Kansas City Uni Gov Pub Bldg Comm	Revenue Bonds	Series 2020 B
1/21/2020	2/6/2020	1.20	La Cygne Public Building Comm	Refunding Revenue Bonds	Series 2020
12/19/2019	12/19/2019	19.50	Wyandotte Co/Kansas City Uni Gov Pub Bldg Comm	Industrial Revenue Bonds	Series 2019 A
12/9/2019	12/23/2019	5.30	Moundridge City Pub Bldg Comm	Revenue Bonds	Series 2019
11/13/2019	12/11/2019	1.39	Johnson Co Pub Bldg Commission	Lease Purchase Revenue Bonds	Series 2019 A
8/14/2019	9/10/2019	0.40	Effingham Pub Bldg Commission	Revenue Refunding Bonds	Series 2019
6/25/2019	7/23/2019	8.48	Arkansas City Public Bldg Comm	Refunding Revenue Bonds	Series 2019
6/25/2019	7/23/2019	9.16	Arkansas City Public Bldg Comm	Refunding Revenue Bonds	Series 2019
6/21/2019	6/26/2019	2.47	Council Grove Public Bldg Comm	Revenue Refunding Bonds	Series 2019
2/14/2019	2/14/2019	27.73	Smith Co Public Bldg Commission	Refunding Revenue Bonds	Series 2019
1/18/2019	1/24/2019	3.15	Montezuma Pub Bldg Commission	Revenue Bonds	Series 2019
12/20/2018	12/20/2018	11.84	Wyandotte Co/Kansas City Uni Gov Pub Bldg Comm	Industrial Revenue Bonds	Series 2018 A
12/20/2018	12/20/2018	11.00	Wyandotte Co/Kansas City Uni Gov Pub Bldg Comm	Industrial Revenue Bonds	Series 2018
9/19/2018	10/11/2018	13.50	Dickinson Co Pub Bldg Comm	Revenue Bonds	Series 2018
9/5/2018	9/11/2018	1.17	Coldwater Pub Building Comm	Revenue Refunding Bonds	Series 2018
8/13/2018	8/28/2018	1.18	Morris Co Public Building Comm	Refunding Revenue Bonds	Series 2018 A

Public building commission issues completed in Kansas

The attached list sets forth the PBC Revenue Bond issues completed by all underwriting and advisory firms in Kansas.

Sale Date	Issue Dated date	Par Amount (USD Millions)	Issuer (Full Name)	Issue Description	Series of Issue
8/13/2018	8/29/2018	2.52	Morris Co Public Building Comm	Revenue Bonds	Series 2018 B
8/8/2018	9/5/2018	148.60	Johnson Co Pub Bldg Commission	Lease Purchase Revenue Bonds	Series 2018 A
6/12/2018	7/10/2018	1.34	Lyons Co Public Building Comm	Refunding Revenue Bonds	Series 2018
4/2/2018	5/1/2018	1.00	Mulvane Public Building Comm	Revenue Bonds	2018 Series A
3/8/2018	3/29/2018	29.93	Shawnee Co Kansas Pub Bldg Commission	Revenue Bonds	Series 2018
2/22/2018	3/15/2018	24.43	Wyandotte Co/Kansas City Uni Gov Pub Bldg Comm	Revenue Bonds	Series 2018-A
2/22/2018	3/15/2018	8.71	Wyandotte Co/Kansas City Uni Gov Pub Bldg Comm	Revenue Bonds	Series 2018-B
1/30/2018	2/15/2018	3.72	Butler Co Pub Building Commission	Refunding Revenue Bonds	Series 2018 A
1/30/2018	2/15/2018	4.31	Butler Co Pub Building Commission	Refunding Revenue Bonds	Series 2018 B
12/20/2017	12/28/2017	8.78	Crawford Co Public Building Comm	Revenue Refunding Bonds	Series A
12/8/2017	12/28/2017	19.32	Allen Co Pub Bldg Commission	Revenue Refunding Bonds	Series 2017 A
11/30/2017	12/14/2017	4.60	Allen Co Pub Bldg Commission	Revenue Refunding Bonds	Series 2017 B
11/21/2017	12/14/2017	17.41	Abilene Public Building Commission	Refunding Revenue Bonds	Series 2017
10/4/2017	11/2/2017	23.13	Johnson Co Pub Bldg Commission	Lease Purchase Rev Imp & Ref Bond	Series 2017 B
9/28/2017	10/25/2017	6.39	Washington Co Pub Bldg Comm	Refunding Revenue Bonds	Series 2017
9/25/2017	10/17/2017	1.48	Stafford Pub Bldg Commission	Revenue Bonds	Series 2017
7/25/2017	8/15/2017	1.15	Andover Pub Bldg Comm	Revenue Bonds	Series A 2017
6/20/2017	7/13/2017	17.76	Bel Aire Public Building Comm	Refunding Revenue Bonds	Series 2017
6/19/2017	6/30/2017	0.35	Clyde Public Building Commission	Refunding & Improvement Rev Bonds	Series 2017
2/7/2017	2/23/2017	2.50	Stockton Public Bldg Commission	Revenue Bonds	Series 2017 A
10/25/2016	11/14/2016	1.96	Cimarron Public Building Commission	Revenue Refunding Bonds	Series 2016
10/18/2016	10/31/2016	19.97	Lyons Co Public Building Comm	Revenue Bonds	Series 2016 A
10/5/2016	10/26/2016	1.54	Valley Falls Pub Bldg Commission	Revenue Bonds	Series 2016
9/28/2016	10/27/2016	9.18	Johnson Co Pub Bldg Commission	Lease Purchase Rev Ref Bonds	Series 2016 B
9/27/2016	10/13/2016	1.60	St Francis Public Bldg Commission	Revenue Bonds	Series 2016
9/16/2016	10/6/2016	5.33	Lincoln Co Pub Bldg Commission	Refunding Revenue Bonds	Series 2016
8/19/2016	9/1/2016	4.31	Geary Co Public Bld Commission	Refunding Revenue Bonds	Series 2016
8/16/2016	9/15/2016	9.06	Pratt Co Public Bldg Commission	Refunding Revenue Bonds	Series 2016
8/11/2016	9/16/2016	7.87	Ford Co Public Bldg Commission	Refunding Revenue Bonds	Series 2016 A
7/18/2016	8/4/2016	3.31	Anderson Co Pub Bldg Commission	Lease Revenue Refunding Bonds	Series 2016-A
7/7/2016	8/1/2016	3.82	Mitchell Co Pub Bldg Comm	Refunding Revenue Bonds	Series 2016
6/21/2016	6/30/2016	5.56	Hesston Public Bldg Commission	Revenue Bonds	Series 2016 A
6/13/2016	6/30/2016	5.51	Ashland Public Building Comm	Revenue Bonds	Series 2016
6/9/2016	9/2/2011	4.33	Rice Co Public Building Comm	Refunding Revenue Bonds	Series 2016
5/18/2016	6/7/2016	2.35	Miami Co Public Bldg Commission	Refunding Revenue Bonds	Series 2016
4/18/2016	4/28/2016	3.97	Maize Pub Building Commission	Refunding Revenue Bonds	Series 2016 A
4/12/2016	5/9/2016	3.50	Park City Pub Bldg Commission	Revenue Bonds	Series 2016-A
4/8/2016	4/28/2016	2.40	Scott Co Public Bldg Commission	Revenue Refunding Bonds	Series 2016
2/4/2016	2/25/2016	1.83	Wyandotte Co/Kansas City Uni Gov Pub Bldg Comm	Revenue Bonds	Series 2016 B
2/4/2016	2/25/2016	6.78	Wyandotte Co/Kansas City Uni Gov Pub Bldg Comm	Revenue Bonds	Series 2016 A

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**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF EMPORIA, KANSAS
HELD ON AUGUST 7, 2024**

The governing body met in regular session at the usual meeting place in the City, at the usual meeting place in the City, at 11:00 a.m., the following members being present and participating, to-wit:

Absent:

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

* * * * *

(Other Proceedings)

There was presented a Charter Ordinance entitled:

**A CHARTER ORDINANCE OF THE CITY OF EMPORIA, KANSAS,
EXEMPTING THE CITY FROM THE PROVISIONS OF K.S.A. 12-1758 AND
K.S.A. 12-1767 RELATING TO PUBLIC BUILDING COMMISSIONS AND THE
ISSUANCE OF REVENUE BONDS THEREBY, AND PROVIDING SUBSTITUTE
AND ADDITIONAL PROVISIONS RELATING THERETO.**

Commisioner _____ moved that the Charter Ordinance be adopted. The motion was seconded by Commisioner _____. The Charter Ordinance was duly read and considered, and upon being put, the motion for the passage of the Charter Ordinance was carried by the vote of at least two-thirds (2/3rds) majority vote of the members-elect of the governing body as follows:

Yea: _____.

Nay: _____.

The Mayor declared the Charter Ordinance duly adopted and the Charter Ordinance was then duly numbered Charter Ordinance No. ____ and was signed by the Mayor and attested by the Clerk. The Clerk was further directed to cause the publication of the Charter Ordinance once a week for two consecutive weeks in the official City newspaper as required by law and provided by the Charter Ordinance.

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CERTIFICATE

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

(SEAL)

Clerk

(Published in *The Emporia Gazette* on August 13, 2024 and on August 20, 2024).

CHARTER ORDINANCE NO. _____

**A CHARTER ORDINANCE OF THE CITY OF EMPORIA, KANSAS,
EXEMPTING THE CITY FROM THE PROVISIONS OF K.S.A. 12-1758 AND
K.S.A. 12-1767 RELATING TO PUBLIC BUILDING COMMISSIONS AND THE
ISSUANCE OF REVENUE BONDS THEREBY, AND PROVIDING SUBSTITUTE
AND ADDITIONAL PROVISIONS RELATING THERETO.**

WHEREAS, Article 12, Section 5 of the Constitution of the State of Kansas (the “Act”) provides that cities may exercise certain home rule powers, including adopting charter ordinances which exempt such cities from enactments of the Kansas Legislature; and

WHEREAS, the City of Emporia, Kansas (the “City”) is a city, as defined in the Act, duly created and organized under the laws of the State of Kansas (the “State”); and

WHEREAS, K.S.A. 12-1758 and K.S.A. 12-1767 are a part of an enactment of the Kansas Legislature (K.S.A. 12-1757, *et seq.*) relating to public building commissions and the issuance thereby of revenue bonds, which enactment is applicable to the City but is not uniformly applicable to all cities within the State; and

WHEREAS, the governing body of the City desires, by charter ordinance, to exempt the City from the provisions of K.S.A. 12-1758 and K.S.A. 12-1767, and to provide substitute and additional provisions therefor in order to provide (a) additional and alternative methods for financing certain public buildings and facilities in the City; and (b) an alternative method of authorizing the issuance of revenue bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS, AS FOLLOWS:

Section 1. Exemption-K.S.A. 12-1758. The City, by the power vested in it by the Act, hereby elects to exempt itself from and make inapplicable to it the provisions of K.S.A. 12-1758 and does hereby provide the following substitute and additional provisions in place thereof:

- (a) The City, by appropriate ordinance, may create a public building commission for any one or more of the purposes of acquiring fee simple title or a leasehold interest in one or more sites, and of constructing, reconstructing, equipping and furnishing, or purchasing or otherwise acquiring, one or more buildings or other facilities of any kind which are of a revenue producing character, including indoor and outdoor parking and recreational facilities, and including any type of equipment in relation to any of the foregoing. Any such sites, buildings, facilities or equipment shall be maintained and operated for any public purpose by any city, county or school district, by any federal governmental agency or instrumentality, by the State of Kansas or any agency or instrumentality thereof, by any other municipal or quasi-municipal corporation, political subdivision or body

politic or agency or instrumentality thereof, or by any non-profit corporation organized under the laws of the State of Kansas.

(b) A public building commission created by the City may acquire fee simple title or a leasehold interest in land, buildings and facilities adjacent to or near any educational institution under the supervision and/or control of the state board of regents or may acquire by lease land, buildings and facilities constituting a part of the campus of any such institution. Any public building commission may construct, reconstruct, equip and furnish such buildings or facilities on such land and lease such land, buildings and facilities to the official governing body of such institution. Any such lease entered into shall pledge the net revenue from such land, buildings and facilities.

Section 2. Exemption-K.S.A. 12-1767. The City, by the power vested in it by the Act, hereby elects to exempt itself from and make inapplicable to it the provisions of K.S.A. 12-1767 and does hereby provide substitute and additional provisions in place thereof as follows:

(a) Any revenue bonds proposed to be issued by a public building commission created by the City shall be issued as provided in K.S.A. 10-1201 *et seq.*, and amendments thereto, except to the extent that such statutes are in conflict with K.S.A. 12-1757 *et seq.*, as amended by this Charter Ordinance. Before any revenue bonds are authorized or issued under the provisions of K.S.A. 12-1757, *et seq.*, as amended by this Charter Ordinance, the public building commission shall adopt a resolution specifying the amount of such bonds and the purpose of the issuance thereof.

(b) The resolution adopted by such public building commission shall be published one time in the official City newspaper and in a newspaper having general circulation in the county where the City is located if the lease is with such county or a school district located within such county. The resolution shall become effective upon such publication(s). If the public building commission intends to enter into a lease with a county or school district the resolution shall contain, and if the public building commission is entering into a lease with the City or any other authorized entity the resolution may contain, a provision that if within 30 days after the last required date of publication of the resolution, a petition in opposition to the resolution, signed by not less than 5% of the electors of the City, or 5% of the electors of the county or school district if the lease is with such entities, is filed with the Clerk of the City, the public building commission shall not have the authority to issue such bonds until such question is submitted by the election officer of the county where the City is located to the electors of the entity proposing to enter into the lease with the public building commission at an election called for that purpose or at the next general election. As an alternative to the foregoing, the resolution may require that the public building commission shall not have the authority to issue such bonds until such question is submitted by the election officer of the county where the City is located to the electors of the entity proposing to enter into the lease with the public building commission at an election called for that purpose or at the next general election. Any such election shall be conducted in the manner set forth in K.S.A. 10-120.

(c) No construction contract shall be let or approved by a public building commission until after the publication of the resolution adopted pursuant to **subsection (a)** hereof, or if such resolution contains a provision requiring a provision for protest or an election, upon the expiration of the protest period or a successful election, if required, as provided under **subsection (b)** hereof.

Section 3. Severability. If any provision or section of this Charter Ordinance is deemed or ruled unconstitutional or otherwise illegal or invalid by any court of competent jurisdiction, such illegality or invalidity shall not affect any other provision or section of this Charter Ordinance. In such instance, this Charter Ordinance shall be construed and enforced as if such illegal or invalid provision or section had not been contained herein.

Section 4. Effective Date. This Charter Ordinance shall be published once a week for two consecutive weeks in the official City newspaper, and shall take effect sixty (60) days after final publication, unless a petition signed by a number of electors of the City equal to not less than ten percent (10%) of the number of electors who voted at the last preceding regular City election shall be filed in the office of the City Clerk, demanding that this Charter Ordinance be submitted to a vote of the electors, in which event this Charter Ordinance shall take effect when approved by a majority of the electors voting at an election held for such a purpose.

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PASSED by the governing body of the City by not less than two-thirds of the members-elect of the governing body on August 7, 2024 and signed by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

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CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Charter Ordinance was passed on August 7, 2024; that the record of the final vote on its passage is found on page ____ of journal ____; and that it was published in *The Emporia Gazette* on August 13, 2024 and August 20, 2024.

DATED: August 21, 2024.

Clerk

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CERTIFICATE OF NO PROTEST

STATE OF KANSAS)
) ss:
COUNTY OF LYON)

The undersigned, Clerk of the City of Emporia, Kansas (the “City”), does hereby certify that the governing body of the City duly adopted Charter Ordinance No. ____ (the “Charter Ordinance”), on August 7, 2024, that the Charter Ordinance was duly published once a week for two consecutive weeks in the official City newspaper; that more than sixty (60) days has elapsed from the date of the last publication; and that there has been no sufficient written protest filed in my office against the Charter Ordinance, as provided in Article 12, Section 5, of the Kansas Constitution.

WITNESS my hand and official seal on October 21, 2024.

(Seal)

Clerk



Commission Action Report

Municipal Solid Waste Poly Carts

Title: Municipal Solid Waste Poly Carts

Agenda Date: September 4, 2024

Presented By: Dean Grant, Director of Public Works

Background:

A commissioner has requested that the color of the municipal solid waste poly carts be changed to black and gold; the poly cart suppliers can change the colors at no additional cost. This would only affect the trash, at this time. The thought was that the poly carts would be changed out on an as needed basis, as carts are broken and need to be replaced. The cost for 751 carts is approximately \$35,000.00, and that would only replace about one-tenth (1/10) of the customer carts in the city. The current color, gray, was chosen by the city at the advisement of the cart manufacturers when the city first switched to poly carts. This is because gray is a more neutral color, and the carts would not 'stand out' or 'be an eyesore'. In the poly cart manufacturers' opinion, a more neutral color would help reduce customer complaints.

Discussion:

Poly cart color.

Financial Considerations:

Solid Waste needs to order more poly carts as soon as possible. There is no additional cost to order carts in the various colors offered by the manufacturer, so there would be no impact to the fund if the poly carts are changed out by replacing them as they break.

If there is a desire to change out all 7,000 plus carts this year, or next, then the cost will be approximately \$350,000.00, as well as the cost of hiring a company to come in, assemble the carts, and distribute them to the customers.

Attachments:

Title: County Road F – City Street Name Designation
Agenda Date: August 27, 2024
Presented By: James Ubert, City Engineer

Background

The City of Emporia (with support from Lyon County) applied for and received KDOT Access Management funding for the construction of Industrial Park IV Roadway and Drainage Improvements (County Road F from US-50 Highway to County Road 180). The project application was a cooperative effort from then Regional Development Association President Kent Heerman, City Manager Mark McAnarney, City Engineering, and the City Commission (of which Commissioner Giefer was involved with these front end conversations) to KDOT Access Management.

Discussion

Discuss possible City Street Names for County Road F.

- Giefer Road, Street, or Boulevard in honor of the late Mayor and City Commissioner Danny Giefer.

At one time earlier in the project, GIS staff and planning department had discussed Nature Names for a possible street name that began with the letter F:

- Fluorite
 - Feldspar
 - Fawn Lily
 - Flycatcher
 - Fox Sparrow
 - Fern
 - Falcon
 - Fallow
 - Flora
 - Fauna
 - Florence
-
- Freedom was also introduced this week for consideration by City staff.

Financial Considerations

None.

Attachments

None

Title: CDBG Application & Survey Process

Agenda Date: September 4, 2024

Presented By: Mark Detter, Deputy City Manager, and Garrett Nordstrom

Background:

The Department of Commerce has changed Emporia's status as an automatic qualifier under CDBG LMI criteria. Previously, Emporia was determined to exceed the 51% low moderate-income criteria as a community. With the change in status under CDBG guidelines, Emporia can no longer apply for Community Facility projects and other community-wide benefit like water, street, and sewer projects unless a survey of the impacted area is performed.

Discussion:

Governmental Services Associates and staff is asking the City to consider randomly surveying the entire community for low-moderate income statistics and determining whether Emporia exceeds the 51% low-moderate income threshold for a community to automatic qualify for projects without the need for a survey of each target area to determine LMI status.

Financial Considerations:

Governmental Services Associates would charge a fee to conduct the survey on behalf of the City and compile the results. However, a survey of each target area will be time-consuming as well.

Other Considerations:

Two projects were under consideration for targeted surveying. Sidewalks along 9th

Attachments:

LMI LIST for Cities.

Geoname	STUSAB	LOWMOD	Population	LMI Percentage
Allen County, Kansas	KS	5,690	12,095	47.00%
Anderson County, Kansas	KS	2,635	7,755	34.00%
Atchison County, Kansas	KS	4,960	14,730	33.70%
Barber County, Kansas	KS	1,835	4,440	41.30%
Barton County, Kansas	KS	11,045	25,725	42.90%
Bourbon County, Kansas	KS	6,855	14,125	48.50%
Brown County, Kansas	KS	3,825	9,460	40.40%
Butler County, Kansas	KS	23,205	63,915	36.30%
Chase County, Kansas	KS	935	2,515	37.20%
Chautauqua County, Kansas	KS	1,695	3,215	52.70%
Cherokee County, Kansas	KS	9,265	19,785	46.80%
Cheyenne County, Kansas	KS	1,090	2,605	41.80%
Clark County, Kansas	KS	680	1,945	35.00%
Clay County, Kansas	KS	3,110	7,885	39.40%
Cloud County, Kansas	KS	4,130	8,500	48.60%
Coffey County, Kansas	KS	3,425	8,095	42.30%
Comanche County, Kansas	KS	710	1,685	42.10%
Cowley County, Kansas	KS	14,520	32,930	44.10%
Crawford County, Kansas	KS	17,810	36,880	48.30%
Decatur County, Kansas	KS	1,150	2,770	41.50%
Dickinson County, Kansas	KS	6,590	18,270	36.10%
Doniphan County, Kansas	KS	2,705	6,880	39.30%
Douglas County, Kansas	KS	55,550	113,065	49.10%
Edwards County, Kansas	KS	1,140	2,730	41.80%
Elk County, Kansas	KS	1,245	2,485	50.10%
Ellis County, Kansas	KS	11,990	27,530	43.60%
Ellsworth County, Kansas	KS	2,125	5,295	40.10%
Finney County, Kansas	KS	15,035	35,835	42.00%
Ford County, Kansas	KS	13,870	33,020	42.00%
Franklin County, Kansas	KS	9,780	25,030	39.10%
Geary County, Kansas	KS	14,175	32,400	43.80%
Gove County, Kansas	KS	1,085	2,600	41.70%
Graham County, Kansas	KS	1,135	2,425	46.80%

Grant County, Kansas	KS	3,680	7,260	50.70%
Gray County, Kansas	KS	1,765	5,935	29.70%
Greeley County, Kansas	KS	390	1,125	34.70%
Greenwood County, Kansas	KS	2,730	5,930	46.00%
Hamilton County, Kansas	KS	1,005	2,550	39.40%
Harper County, Kansas	KS	2,400	5,340	44.90%
Harvey County, Kansas	KS	13,750	33,015	41.60%
Haskell County, Kansas	KS	1,550	3,945	39.30%
Hodgeman County, Kansas	KS	770	1,840	41.80%
Jackson County, Kansas	KS	4,820	13,100	36.80%
Jefferson County, Kansas	KS	6,005	18,750	32.00%
Jewell County, Kansas	KS	1,355	2,820	48.00%
Kearny County, Kansas	KS	1,765	3,795	46.50%
Kingman County, Kansas	KS	2,655	7,040	37.70%
Kiowa County, Kansas	KS	740	2,280	32.50%
Labette County, Kansas	KS	8,885	19,405	45.80%
Lane County, Kansas	KS	600	1,520	39.50%
Leavenworth County, Kansas	KS	28,095	75,670	37.10%
Lincoln County, Kansas	KS	1,170	2,950	39.70%
Linn County, Kansas	KS	5,435	9,630	56.40%
Logan County, Kansas	KS	1,100	2,755	39.90%
Lyon County, Kansas	KS	13,020	31,930	40.80%
Marion County, Kansas	KS	4,660	11,065	42.10%
Marshall County, Kansas	KS	3,265	9,545	34.20%
McPherson County, Kansas	KS	10,190	27,160	37.50%
Meade County, Kansas	KS	1,605	4,000	40.10%
Miami County, Kansas	KS	11,260	33,015	34.10%
Mitchell County, Kansas	KS	2,445	5,860	41.70%
Montgomery County, Kansas	KS	15,220	31,220	48.80%
Morris County, Kansas	KS	2,285	5,475	41.70%
Morton County, Kansas	KS	1,180	2,585	45.60%
Nemaha County, Kansas	KS	3,695	9,790	37.70%
Neosho County, Kansas	KS	6,675	15,555	42.90%
Ness County, Kansas	KS	990	2,795	35.40%

Norton County, Kansas	KS	1,945	4,535	42.90%
Osage County, Kansas	KS	6,525	15,660	41.70%
Osborne County, Kansas	KS	1,570	3,385	46.40%
Ottawa County, Kansas	KS	2,190	5,685	38.50%
Pawnee County, Kansas	KS	2,355	5,495	42.90%
Phillips County, Kansas	KS	1,940	5,205	37.30%
Pottawatomie County, Kansas	KS	7,940	23,835	33.30%
Pratt County, Kansas	KS	3,300	8,900	37.10%
Rawlins County, Kansas	KS	1,130	2,455	46.00%
Reno County, Kansas	KS	24,635	59,700	41.30%
Republic County, Kansas	KS	1,700	4,510	37.70%
Rice County, Kansas	KS	3,465	8,835	39.20%
Riley County, Kansas	KS	34,210	64,255	53.20%
Rooks County, Kansas	KS	1,775	4,795	37.00%
Rush County, Kansas	KS	1,070	2,880	37.20%
Russell County, Kansas	KS	2,785	6,775	41.10%
Saline County, Kansas	KS	23,355	52,950	44.10%
Scott County, Kansas	KS	2,210	4,800	46.00%
Sedgwick County, Kansas	KS	222,935	509,500	43.80%
Seward County, Kansas	KS	10,060	21,410	47.00%
Shawnee County, Kansas	KS	66,965	172,275	38.90%
Sheridan County, Kansas	KS	945	2,485	38.00%
Sherman County, Kansas	KS	1,545	5,655	27.30%
Smith County, Kansas	KS	1,490	3,530	42.20%
Stafford County, Kansas	KS	1,430	4,000	35.80%
Stanton County, Kansas	KS	980	2,000	49.00%
Stevens County, Kansas	KS	2,600	5,365	48.50%
Sumner County, Kansas	KS	8,995	22,465	40.00%
Thomas County, Kansas	KS	2,390	7,355	32.50%
Trego County, Kansas	KS	955	2,715	35.20%
Wabaunsee County, Kansas	KS	2,135	6,780	31.50%
Wallace County, Kansas	KS	815	1,555	52.40%
Washington County, Kansas	KS	2,270	5,340	42.50%
Wichita County, Kansas	KS	595	2,085	28.50%

Wilson County, Kansas	KS	3,825	8,465	45.20%
Woodson County, Kansas	KS	1,385	3,110	44.50%
Wyandotte County, Kansas	KS	101,640	164,045	62.00%

Geoname	STUSAB	LOWMOD	Population	LOWMOD_PCT
Arkansas City city, Kansas	KS	5,825	11,085	52.50%
Derby city, Kansas	KS	7,260	24,370	29.80%
Dodge City city, Kansas	KS	11,800	26,575	44.40%
El Dorado city, Kansas	KS	6,600	12,390	53.30%
Emporia city, Kansas	KS	10,800	23,360	46.20%
Garden City city, Kansas	KS	11,150	25,790	43.20%
Gardner city, Kansas	KS	8,015	21,745	36.90%
Great Bend city, Kansas	KS	6,625	14,885	44.50%
Hays city, Kansas	KS	9,300	19,730	47.10%
Haysville city, Kansas	KS	4,420	11,200	39.50%
Hutchinson city, Kansas	KS	16,880	38,190	44.20%
Junction City city, Kansas	KS	9,480	22,380	42.40%
Lenexa city, Kansas	KS	14,270	54,420	26.20%
Liberal city, Kansas	KS	8,915	18,535	48.10%
McPherson city, Kansas	KS	5,155	12,525	41.20%
Merriam city, Kansas	KS	5,100	11,040	46.20%
Newton city, Kansas	KS	7,990	18,390	43.40%
Ottawa city, Kansas	KS	5,370	11,800	45.50%
Pittsburg city, Kansas	KS	10,780	18,415	58.50%
Salina city, Kansas	KS	20,620	45,305	45.50%
Shawnee city, Kansas	KS	17,680	65,485	27.00%
Winfield city, Kansas	KS	4,940	10,555	46.80%

Geoname	STUSAB	LOWMOD	Population	LOWMOD_PCT
Abilene city, Kansas	KS	2,270	6,145	36.90%
Atchison city, Kansas	KS	3,400	9,080	37.40%
Augusta city, Kansas	KS	4,565	9,290	49.10%
Baldwin City city, Kansas	KS	1,495	3,980	37.60%
Baxter Springs city, Kansas	KS	2,005	3,890	51.50%
Bel Aire city, Kansas	KS	2,125	8,080	26.30%
Beloit city, Kansas	KS	1,520	3,300	46.10%
Bonner Springs city, Kansas	KS	3,265	7,800	41.90%
Chanute city, Kansas	KS	4,245	8,665	49.00%
Clay Center city, Kansas	KS	1,550	3,915	39.60%
Coffeyville city, Kansas	KS	5,435	8,865	61.30%
Colby city, Kansas	KS	1,685	5,035	33.50%
Columbus city, Kansas	KS	1,775	3,010	59.00%
Concordia city, Kansas	KS	2,675	4,725	56.60%
De Soto city, Kansas	KS	2,880	6,330	45.50%
Edwardsville city, Kansas	KS	1,820	4,370	41.60%
Eudora city, Kansas	KS	2,170	6,480	33.50%
Fort Scott city, Kansas	KS	3,970	7,300	54.40%
Frontenac city, Kansas	KS	1,010	3,305	30.60%
Galena city, Kansas	KS	1,460	2,800	52.10%
Garnett city, Kansas	KS	1,190	3,125	38.10%
Girard city, Kansas	KS	1,570	2,505	62.70%
Goodland city, Kansas	KS	1,140	3,745	30.40%
Hesston city, Kansas	KS	1,480	3,615	40.90%
Hiawatha city, Kansas	KS	1,145	3,045	37.60%
Hoisington city, Kansas	KS	1,315	2,695	48.80%
Holton city, Kansas	KS	1,585	3,080	51.50%
Hugoton city, Kansas	KS	2,030	4,140	49.00%
Independence city, Kansas	KS	4,895	8,365	58.50%
Iola city, Kansas	KS	3,070	4,975	61.70%
Kingman city, Kansas	KS	1,145	2,750	41.60%
Larned city, Kansas	KS	1,670	3,660	45.60%
Lindsborg city, Kansas	KS	1,055	2,780	37.90%
Louisburg city, Kansas	KS	1,315	4,410	29.80%
Lyons city, Kansas	KS	1,385	3,370	41.10%
Maize city, Kansas	KS	2,255	5,045	44.70%
Marysville city, Kansas	KS	1,280	3,205	39.90%
Mission city, Kansas	KS	4,150	9,590	43.30%
Mulvane city, Kansas	KS	1,815	5,965	30.40%
Norton city, Kansas	KS	1,070	2,665	40.20%
Oaklawn-Sunview CDP, Kansas	KS	2,645	3,355	78.80%
Osage City city, Kansas	KS	1,520	2,710	56.10%
Osawatomie city, Kansas	KS	2,105	3,930	53.60%
Paola city, Kansas	KS	2,410	5,345	45.10%
Park City city, Kansas	KS	2,495	7,655	32.60%
Parsons city, Kansas	KS	5,040	9,265	54.40%

Pratt city, Kansas	KS	2,555	6,170	41.40%
Roeland Park city, Kansas	KS	2,610	6,740	38.70%
Russell city, Kansas	KS	1,870	4,280	43.70%
Scott City city, Kansas	KS	1,875	3,815	49.10%
South Hutchinson city, Kansas	KS	1,060	2,540	41.70%
Spring Hill city, Kansas	KS	2,030	6,950	29.20%
St. Marys city, Kansas	KS	1,250	2,675	46.70%
Tonganoxie city, Kansas	KS	2,430	5,275	46.10%
Ulysses city, Kansas	KS	2,970	5,450	54.50%
Valley Center city, Kansas	KS	2,785	7,845	35.50%
Wamego city, Kansas	KS	1,720	4,390	39.20%
Wellington city, Kansas	KS	3,925	7,420	52.90%

Geoname	STUSAB	LOWMOD	LMMI	Population	LOWMOD_PCT
Abbyville city, Kansas	KS	25	30	60	41.70%
Ada CDP, Kansas	KS	145	150	150	96.70%
Admire city, Kansas	KS	65	120	170	38.20%
Agenda city, Kansas	KS	30	30	65	46.20%
Agra city, Kansas	KS	100	140	220	45.50%
Albert city, Kansas	KS	80	95	140	57.10%
Alden city, Kansas	KS	60	90	125	48.00%
Alexander city, Kansas	KS	45	60	70	64.30%
Allen city, Kansas	KS	70	95	140	50.00%
Alma city, Kansas	KS	360	585	885	40.70%
Almena city, Kansas	KS	235	335	455	51.60%
Alta Vista city, Kansas	KS	290	370	465	62.40%
Altamont city, Kansas	KS	415	645	1,055	39.30%
Alton city, Kansas	KS	35	60	95	36.80%
Altoona city, Kansas	KS	180	245	275	65.50%
Americus city, Kansas	KS	305	535	915	33.30%
Anthony city, Kansas	KS	990	1,395	2,040	48.50%
Arcadia city, Kansas	KS	305	340	410	74.40%
Argonia city, Kansas	KS	185	335	510	36.30%
Arlington city, Kansas	KS	345	445	585	59.00%
Arma city, Kansas	KS	685	790	1,320	51.90%
Ashland city, Kansas	KS	220	495	750	29.30%
Assaria city, Kansas	KS	160	250	445	36.00%
Athol city, Kansas	KS	20	30	30	66.70%
Atlanta city, Kansas	KS	55	105	130	42.30%
Attica city, Kansas	KS	390	570	670	58.20%
Atwood city, Kansas	KS	425	720	1,125	37.80%
Auburn city, Kansas	KS	370	665	1,065	34.70%
Aurora city, Kansas	KS	55	65	75	73.30%
Axtell city, Kansas	KS	145	255	435	33.30%
Baileyville CDP, Kansas	KS	100	165	165	60.60%
Barnes city, Kansas	KS	120	145	175	68.60%
Bartlett city, Kansas	KS	55	55	70	78.60%

Bassett city, Kansas	KS	4	4	10	40.00%
Bazine city, Kansas	KS	110	245	335	32.80%
Beattie city, Kansas	KS	115	155	205	56.10%
Beaumont CDP, Kansas	KS	30	30	30	100.00%
Belle Plaine city, Kansas	KS	500	890	1,475	33.90%
Belleville city, Kansas	KS	835	1,175	1,805	46.30%
Belpre city, Kansas	KS	40	45	50	80.00%
Belvue city, Kansas	KS	60	90	125	48.00%
Benedict city, Kansas	KS	85	90	125	68.00%
Bennington city, Kansas	KS	275	535	750	36.70%
Bentley city, Kansas	KS	270	380	475	56.80%
Benton city, Kansas	KS	280	370	900	31.10%
Bern city, Kansas	KS	70	95	145	48.30%
Beverly city, Kansas	KS	80	95	130	61.50%
Bird City city, Kansas	KS	190	325	495	38.40%
Bison city, Kansas	KS	105	160	195	53.80%
Blue Mound city, Kansas	KS	215	290	300	71.70%
Blue Rapids city, Kansas	KS	335	585	1,035	32.40%
Bluff City city, Kansas	KS	65	65	70	92.90%
Bogue city, Kansas	KS	70	95	115	60.90%
Brewster city, Kansas	KS	115	190	365	31.50%
Bronson city, Kansas	KS	175	205	300	58.30%
Brookville city, Kansas	KS	115	135	240	47.90%
Brownell city, Kansas	KS	30	45	50	60.00%
Buffalo city, Kansas	KS	220	260	345	63.80%
Buhler city, Kansas	KS	320	715	1,170	27.40%
Bunker Hill city, Kansas	KS	70	135	160	43.80%
Burden city, Kansas	KS	240	395	630	38.10%
Burdett city, Kansas	KS	280	420	470	59.60%
Burdick CDP, Kansas	KS	70	75	75	93.30%
Burlingame city, Kansas	KS	475	705	835	56.90%
Burlington city, Kansas	KS	1,360	1,685	2,445	55.60%
Burns city, Kansas	KS	120	150	280	42.90%
Burr Oak city, Kansas	KS	90	110	130	69.20%

Burrton city, Kansas	KS	450	735	1,015	44.30%
Bushong city, Kansas	KS	30	30	30	100.00%
Bushton city, Kansas	KS	150	225	315	47.60%
Byers city, Kansas	KS	10	10	20	50.00%
Caldwell city, Kansas	KS	515	730	950	54.20%
Cambridge city, Kansas	KS	45	85	100	45.00%
Caney city, Kansas	KS	755	1,195	1,620	46.60%
Canton city, Kansas	KS	240	460	655	36.60%
Carbondale city, Kansas	KS	550	965	1,435	38.30%
Cassoday city, Kansas	KS	45	75	135	33.30%
Cawker City city, Kansas	KS	295	440	515	57.30%
Cedar city, Kansas	KS	4	15	15	26.70%
Cedar Vale city, Kansas	KS	385	515	655	58.80%
Centralia city, Kansas	KS	200	310	515	38.80%
Centropolis CDP, Kansas	KS	115	115	150	76.70%
Chapman city, Kansas	KS	440	665	1,170	37.60%
Chase city, Kansas	KS	225	285	455	49.50%
Chautauqua city, Kansas	KS	40	50	70	57.10%
Cheney city, Kansas	KS	760	1,535	2,170	35.00%
Cherokee city, Kansas	KS	320	515	680	47.10%
Cherryvale city, Kansas	KS	1,300	1,700	2,130	61.00%
Chetopa city, Kansas	KS	725	865	1,125	64.40%
Chicopee CDP, Kansas	KS	190	275	535	35.50%
Cirleville city, Kansas	KS	90	135	160	56.30%
Claflin city, Kansas	KS	220	350	440	50.00%
Clayton city, Kansas	KS	25	55	75	33.30%
Clearwater city, Kansas	KS	700	1,450	2,360	29.70%
Clifton city, Kansas	KS	235	270	375	62.70%
Climax city, Kansas	KS	15	40	50	30.00%
Clyde city, Kansas	KS	335	465	775	43.20%
Coats city, Kansas	KS	65	130	145	44.80%
Coldwater city, Kansas	KS	445	635	805	55.30%
Collyer city, Kansas	KS	45	45	75	60.00%
Colony city, Kansas	KS	235	360	455	51.60%

Conway Springs city, Kansas	KS	390	1,035	1,435	27.20%
Coolidge city, Kansas	KS	85	105	110	77.30%
Copeland city, Kansas	KS	160	245	330	48.50%
Corning city, Kansas	KS	60	120	150	40.00%
Cottonwood Falls city, Kansas	KS	330	435	730	45.20%
Council Grove city, Kansas	KS	1,040	1,630	2,230	46.60%
Coyville city, Kansas	KS	15	30	45	33.30%
Crestline CDP, Kansas	KS	35	35	35	100.00%
Cuba city, Kansas	KS	100	165	260	38.50%
Cullison city, Kansas	KS	30	45	85	35.30%
Culver city, Kansas	KS	65	75	95	68.40%
Cunningham city, Kansas	KS	185	295	425	43.50%
Damar city, Kansas	KS	70	145	165	42.40%
Dearing city, Kansas	KS	160	325	470	34.00%
Deerfield city, Kansas	KS	420	615	850	49.40%
Delia city, Kansas	KS	95	160	250	38.00%
Delphos city, Kansas	KS	225	280	385	58.40%
Denison city, Kansas	KS	35	70	105	33.30%
Detroit CDP, Kansas	KS	135	135	150	90.00%
Devon CDP, Kansas	KS	35	35	50	70.00%
Dexter city, Kansas	KS	440	460	590	74.60%
Dighton city, Kansas	KS	275	530	750	36.70%
Dorrance city, Kansas	KS	75	150	210	35.70%
Douglass city, Kansas	KS	805	1,265	1,745	46.10%
Downs city, Kansas	KS	250	380	570	43.90%
Dresden city, Kansas	KS	30	60	65	46.20%
Dunlap city, Kansas	KS	15	25	50	30.00%
Durham city, Kansas	KS	40	60	70	57.10%
Dwight city, Kansas	KS	70	140	225	31.10%
Earlton city, Kansas	KS	60	115	125	48.00%
Easton city, Kansas	KS	155	185	200	77.50%
Edgerton city, Kansas	KS	690	1,300	1,750	39.40%
Edna city, Kansas	KS	115	205	360	31.90%
Edson CDP, Kansas	KS	15	15	15	100.00%

Effingham city, Kansas	KS	160	330	455	35.20%
Elbing city, Kansas	KS	165	215	310	53.20%
Elgin city, Kansas	KS	30	45	50	60.00%
Elk City city, Kansas	KS	175	230	270	64.80%
Elk Falls city, Kansas	KS	55	70	105	52.40%
Elkhart city, Kansas	KS	780	1,180	1,530	51.00%
Ellinwood city, Kansas	KS	810	1,175	1,960	41.30%
Ellis city, Kansas	KS	890	1,520	2,170	41.00%
Ellsworth city, Kansas	KS	1,035	1,330	2,135	48.50%
Elmdale city, Kansas	KS	30	35	45	66.70%
Elsmore city, Kansas	KS	30	60	60	50.00%
Elwood city, Kansas	KS	570	840	955	59.70%
Emmett city, Kansas	KS	100	140	170	58.80%
Englewood city, Kansas	KS	40	80	90	44.40%
Ensign city, Kansas	KS	60	115	150	40.00%
Enterprise city, Kansas	KS	340	465	715	47.60%
Erie city, Kansas	KS	840	1,145	1,475	56.90%
Esbon city, Kansas	KS	40	50	60	66.70%
Eskridge city, Kansas	KS	260	310	420	61.90%
Eureka city, Kansas	KS	1,320	1,660	2,140	61.70%
Everest city, Kansas	KS	205	285	355	57.70%
Fairview city, Kansas	KS	105	205	305	34.40%
Fall River city, Kansas	KS	65	85	140	46.40%
Falun CDP, Kansas	KS	55	55	55	100.00%
Farlington CDP, Kansas	KS	20	40	40	50.00%
Florence city, Kansas	KS	220	330	480	45.80%
Fontana city, Kansas	KS	230	410	490	46.90%
Ford city, Kansas	KS	115	130	215	53.50%
Formoso city, Kansas	KS	75	85	100	75.00%
Fort Dodge CDP, Kansas	KS	105	115	120	87.50%
Fowler city, Kansas	KS	290	385	450	64.40%
Frankfort city, Kansas	KS	235	370	690	34.10%
Franklin CDP, Kansas	KS	380	490	615	61.80%
Frederick city, Kansas	KS	15	15	15	100.00%

Fredonia city, Kansas	KS	870	1,130	1,990	43.70%
Fulton city, Kansas	KS	40	85	110	36.40%
Galesburg city, Kansas	KS	95	100	125	76.00%
Garden Plain city, Kansas	KS	320	415	1,030	31.10%
Garfield city, Kansas	KS	50	85	110	45.50%
Garland CDP, Kansas	KS	10	10	10	100.00%
Gas city, Kansas	KS	185	365	510	36.30%
Gaylord city, Kansas	KS	100	110	175	57.10%
Gem city, Kansas	KS	45	65	120	37.50%
Geneseo city, Kansas	KS	145	200	235	61.70%
Geuda Springs city, Kansas	KS	70	80	135	51.90%
Glade city, Kansas	KS	10	25	30	33.30%
Glasco city, Kansas	KS	215	300	455	47.30%
Glen Elder city, Kansas	KS	195	310	610	32.00%
Goessel city, Kansas	KS	200	430	625	32.00%
Goff city, Kansas	KS	60	80	85	70.60%
Gorham city, Kansas	KS	235	345	485	48.50%
Gove City city, Kansas	KS	55	75	100	55.00%
Grainfield city, Kansas	KS	160	220	330	48.50%
Grandview Plaza city, Kansas	KS	995	1,520	1,940	51.30%
Greeley city, Kansas	KS	160	265	355	45.10%
Greeley County unified government (balance)	KS	110	245	335	32.80%
Greenleaf city, Kansas	KS	185	265	310	59.70%
Greensburg city, Kansas	KS	290	480	755	38.40%
Grenola city, Kansas	KS	100	145	180	55.60%
Gridley city, Kansas	KS	210	265	355	59.20%
Grinnell city, Kansas	KS	135	195	275	49.10%
Gypsum city, Kansas	KS	195	290	420	46.40%
Haddam city, Kansas	KS	50	130	150	33.30%
Hallowell CDP, Kansas	KS	45	45	50	90.00%
Halstead city, Kansas	KS	1,065	1,735	2,130	50.00%
Hamilton city, Kansas	KS	215	250	300	71.70%
Hamlin city, Kansas	KS	60	65	85	70.60%
Hanover city, Kansas	KS	195	320	580	33.60%

Hanston city, Kansas	KS	185	225	325	56.90%
Hardtner city, Kansas	KS	70	110	210	33.30%
Harper city, Kansas	KS	395	760	1,280	30.90%
Hartford city, Kansas	KS	165	215	330	50.00%
Havana city, Kansas	KS	30	55	70	42.90%
Haven city, Kansas	KS	440	835	1,190	37.00%
Havensville city, Kansas	KS	35	35	125	28.00%
Haviland city, Kansas	KS	270	415	585	46.20%
Hazelton city, Kansas	KS	60	75	95	63.20%
Healy CDP, Kansas	KS	110	170	295	37.30%
Hepler city, Kansas	KS	105	130	155	67.70%
Herington city, Kansas	KS	970	1,525	2,085	46.50%
Herndon city, Kansas	KS	90	115	150	60.00%
Highland city, Kansas	KS	200	285	515	38.80%
Hill City city, Kansas	KS	905	1,250	1,775	51.00%
Hillsboro city, Kansas	KS	1,065	1,470	2,250	47.30%
Holcomb city, Kansas	KS	840	1,360	2,365	35.50%
Hollenberg city, Kansas	KS	10	25	25	40.00%
Holyrood city, Kansas	KS	170	280	460	37.00%
Hope city, Kansas	KS	195	305	430	45.30%
Horace city, Kansas	KS	40	40	50	80.00%
Horton city, Kansas	KS	995	1,370	1,790	55.60%
Howard city, Kansas	KS	335	470	655	51.10%
Hoxie city, Kansas	KS	440	785	1,255	35.10%
Hoyt city, Kansas	KS	235	365	600	39.20%
Hudson city, Kansas	KS	40	70	105	38.10%
Humboldt city, Kansas	KS	980	1,560	2,140	45.80%
Hunnewell city, Kansas	KS	20	20	70	28.60%
Hunter city, Kansas	KS	25	25	50	50.00%
Huron city, Kansas	KS	35	55	55	63.60%
Ingalls city, Kansas	KS	65	185	240	27.10%
Inman city, Kansas	KS	455	650	1,170	38.90%
Isabel city, Kansas	KS	50	95	120	41.70%
Iuka city, Kansas	KS	105	130	180	58.30%

Jamestown city, Kansas	KS	75	130	250	30.00%
Jennings city, Kansas	KS	50	70	95	52.60%
Jetmore city, Kansas	KS	295	455	755	39.10%
Jewell city, Kansas	KS	215	300	390	55.10%
Johnson City city, Kansas	KS	590	695	1,080	54.60%
Kanopolis city, Kansas	KS	240	420	535	44.90%
Kanorado city, Kansas	KS	50	85	155	32.30%
Keats CDP, Kansas	KS	90	105	210	42.90%
Kensington city, Kansas	KS	135	285	470	28.70%
Kickapoo Site 1 CDP, Kansas	KS	75	90	90	83.30%
Kickapoo Site 2 CDP, Kansas	KS	20	20	55	36.40%
Kickapoo Site 5 CDP, Kansas	KS	20	70	75	26.70%
Kickapoo Site 6 CDP, Kansas	KS	40	45	45	88.90%
Kickapoo Site 7 CDP, Kansas	KS	50	60	60	83.30%
Kickapoo Tribal Center CDP, Kansas	KS	100	115	155	64.50%
Kincaid city, Kansas	KS	25	60	60	41.70%
Kinsley city, Kansas	KS	570	1,020	1,375	41.50%
Kiowa city, Kansas	KS	370	580	830	44.60%
Kirwin city, Kansas	KS	65	115	155	41.90%
Kismet city, Kansas	KS	130	280	385	33.80%
La Crosse city, Kansas	KS	520	910	1,275	40.80%
La Cygne city, Kansas	KS	780	1,025	1,170	66.70%
La Harpe city, Kansas	KS	315	420	490	64.30%
Labette city, Kansas	KS	45	50	65	69.20%
Lafontaine CDP, Kansas	KS	50	50	50	100.00%
Lakin city, Kansas	KS	915	1,355	1,590	57.50%
Lancaster city, Kansas	KS	170	265	345	49.30%
Lane city, Kansas	KS	140	205	215	65.10%
Latham city, Kansas	KS	180	230	235	76.60%
Lebanon city, Kansas	KS	150	190	250	60.00%
Lebo city, Kansas	KS	295	475	720	41.00%
Lecompton city, Kansas	KS	540	610	855	63.20%
Lehigh city, Kansas	KS	65	145	210	31.00%
Lenora city, Kansas	KS	210	260	320	65.60%

Leon city, Kansas	KS	210	290	465	45.20%
Leona city, Kansas	KS	30	30	35	85.70%
Leonardville city, Kansas	KS	235	350	590	39.80%
Leoti city, Kansas	KS	410	855	1,560	26.30%
LeRoy city, Kansas	KS	360	485	580	62.10%
Levant CDP, Kansas	KS	25	25	50	50.00%
Lewis city, Kansas	KS	170	240	445	38.20%
Liberty city, Kansas	KS	35	45	80	43.80%
Liebenthal city, Kansas	KS	40	85	120	33.30%
Lincoln Center city, Kansas	KS	450	845	1,145	39.30%
Lincolnvile city, Kansas	KS	70	110	165	42.40%
Linn city, Kansas	KS	130	250	370	35.10%
Linn Valley city, Kansas	KS	375	565	860	43.60%
Linwood city, Kansas	KS	285	380	420	67.90%
Little River city, Kansas	KS	135	240	410	32.90%
Logan city, Kansas	KS	450	650	900	50.00%
Lone Elm city, Kansas	KS	4	4	10	40.00%
Long Island city, Kansas	KS	55	95	115	47.80%
Longford city, Kansas	KS	90	90	110	81.80%
Longton city, Kansas	KS	240	295	385	62.30%
Lorraine city, Kansas	KS	45	95	140	32.10%
Lost Springs city, Kansas	KS	45	65	80	56.30%
Louisville city, Kansas	KS	70	120	140	50.00%
Lowell CDP, Kansas	KS	80	90	165	48.50%
Lucas city, Kansas	KS	200	295	395	50.60%
Luray city, Kansas	KS	55	100	160	34.40%
Lyndon city, Kansas	KS	550	790	1,055	52.10%
Macksville city, Kansas	KS	285	430	570	50.00%
Madison city, Kansas	KS	395	555	790	50.00%
Mahaska city, Kansas	KS	45	60	75	60.00%
Manchester city, Kansas	KS	35	50	90	38.90%
Mankato city, Kansas	KS	370	575	865	42.80%
Manter city, Kansas	KS	80	170	250	32.00%
Mapleton city, Kansas	KS	170	220	235	72.30%

Marienthal CDP, Kansas	KS	30	40	75	40.00%
Marion city, Kansas	KS	775	1,345	1,785	43.40%
Marquette city, Kansas	KS	330	465	635	52.00%
Matfield Green city, Kansas	KS	35	35	40	87.50%
Mayetta city, Kansas	KS	275	355	415	66.30%
Mayfield city, Kansas	KS	20	45	65	30.80%
McConnell AFB CDP, Kansas	KS	670	1,220	1,530	43.80%
McCracken city, Kansas	KS	75	95	110	68.20%
McCune city, Kansas	KS	155	185	320	48.40%
McDonald city, Kansas	KS	105	115	135	77.80%
McFarland city, Kansas	KS	125	185	365	34.20%
McLouth city, Kansas	KS	550	710	1,105	49.80%
Meade city, Kansas	KS	495	900	1,295	38.20%
Medicine Lodge city, Kansas	KS	640	885	1,515	42.20%
Melvern city, Kansas	KS	220	295	360	61.10%
Mentor CDP, Kansas	KS	20	20	75	26.70%
Meriden city, Kansas	KS	290	595	780	37.20%
Milan city, Kansas	KS	30	85	100	30.00%
Mildred CDP, Kansas	KS	10	20	25	40.00%
Milford city, Kansas	KS	120	250	345	34.80%
Milton CDP, Kansas	KS	240	270	300	80.00%
Miltonvale city, Kansas	KS	230	325	505	45.50%
Minneapolis city, Kansas	KS	735	1,105	1,695	43.40%
Minneola city, Kansas	KS	250	415	675	37.00%
Moline city, Kansas	KS	250	290	335	74.60%
Montezuma city, Kansas	KS	365	515	855	42.70%
Monument CDP, Kansas	KS	10	15	35	28.60%
Morganville city, Kansas	KS	120	150	195	61.50%
Morrowville city, Kansas	KS	45	110	150	30.00%
Moscow city, Kansas	KS	195	215	285	68.40%
Mound City city, Kansas	KS	520	660	755	68.90%
Mound Valley city, Kansas	KS	120	225	285	42.10%
Moundridge city, Kansas	KS	985	1,435	1,935	50.90%
Mount Hope city, Kansas	KS	290	440	715	40.60%

Mulberry city, Kansas	KS	215	325	425	50.60%
Mullinville city, Kansas	KS	90	155	265	34.00%
Munden city, Kansas	KS	60	80	120	50.00%
Munjoy CDP, Kansas	KS	40	60	75	53.30%
Murdock CDP, Kansas	KS	25	25	25	100.00%
Muscotah city, Kansas	KS	45	105	160	28.10%
Narka city, Kansas	KS	55	90	130	42.30%
Nashville city, Kansas	KS	10	20	35	28.60%
Natoma city, Kansas	KS	200	350	430	46.50%
Navarre CDP, Kansas	KS	135	160	160	84.40%
Neal CDP, Kansas	KS	25	25	45	55.60%
Neodesha city, Kansas	KS	965	1,430	2,080	46.40%
Neosho Falls city, Kansas	KS	85	110	115	73.90%
Ness City city, Kansas	KS	455	860	1,445	31.50%
Netawaka city, Kansas	KS	50	100	150	33.30%
New Cambria city, Kansas	KS	25	45	90	27.80%
New Strawn city, Kansas	KS	120	220	425	28.20%
Nickerson city, Kansas	KS	360	625	865	41.60%
Niles CDP, Kansas	KS	25	50	50	50.00%
Niotaze city, Kansas	KS	60	110	120	50.00%
Norcatour city, Kansas	KS	70	130	250	28.00%
North Newton city, Kansas	KS	440	820	1,580	27.80%
Nortonville city, Kansas	KS	310	440	685	45.30%
Norway CDP, Kansas	KS	10	15	15	66.70%
Norwich city, Kansas	KS	185	270	435	42.50%
Oak Hill city, Kansas	KS	15	20	25	60.00%
Oakley city, Kansas	KS	850	1,290	2,035	41.80%
Oberlin city, Kansas	KS	815	1,255	1,670	48.80%
Odin CDP, Kansas	KS	45	90	90	50.00%
Offerle city, Kansas	KS	95	130	290	32.80%
Ogden city, Kansas	KS	905	1,265	1,475	61.40%
Olivet city, Kansas	KS	30	50	60	50.00%
Olmitz city, Kansas	KS	20	25	55	36.40%
Olpe city, Kansas	KS	195	290	510	38.20%

Onaga city, Kansas	KS	275	370	605	45.50%
Oneida city, Kansas	KS	225	225	245	91.80%
Osborne city, Kansas	KS	830	1,045	1,460	56.80%
Oskaloosa city, Kansas	KS	425	705	1,175	36.20%
Oswego city, Kansas	KS	805	1,160	1,590	50.60%
Overbrook city, Kansas	KS	395	575	795	49.70%
Oxford city, Kansas	KS	340	705	1,010	33.70%
Palco city, Kansas	KS	65	95	130	50.00%
Palmer city, Kansas	KS	55	65	135	40.70%
Park city, Kansas	KS	110	130	145	75.90%
Parkerville city, Kansas	KS	45	55	70	64.30%
Partridge city, Kansas	KS	105	125	175	60.00%
Pawnee Rock city, Kansas	KS	135	260	310	43.50%
Paxico city, Kansas	KS	130	155	240	54.20%
Peabody city, Kansas	KS	640	855	1,050	61.00%
Perry city, Kansas	KS	650	910	1,275	51.00%
Peru city, Kansas	KS	80	145	165	48.50%
Phillipsburg city, Kansas	KS	870	1,445	2,225	39.10%
Piedmont CDP, Kansas	KS	20	20	40	50.00%
Pilsen CDP, Kansas	KS	75	75	75	100.00%
Plains city, Kansas	KS	515	900	1,300	39.60%
Plainville city, Kansas	KS	600	960	1,670	35.90%
Pleasanton city, Kansas	KS	1,055	1,215	1,435	73.50%
Plevna city, Kansas	KS	85	115	130	65.40%
Pomona city, Kansas	KS	495	745	1,190	41.60%
Portis city, Kansas	KS	45	120	155	29.00%
Potwin city, Kansas	KS	495	545	705	70.20%
Powhattan city, Kansas	KS	65	85	90	72.20%
Prairie View city, Kansas	KS	30	45	115	26.10%
Prescott city, Kansas	KS	190	205	240	79.20%
Preston city, Kansas	KS	95	125	165	57.60%
Pretty Prairie city, Kansas	KS	245	385	500	49.00%
Princeton city, Kansas	KS	75	150	210	35.70%
Protection city, Kansas	KS	130	230	310	41.90%

Quenemo city, Kansas	KS	200	385	415	48.20%
Quinter city, Kansas	KS	290	500	835	34.70%
Radium city, Kansas	KS	4	4	4	100.00%
Radley CDP, Kansas	KS	25	45	65	38.50%
Ramona city, Kansas	KS	55	70	85	64.70%
Randall city, Kansas	KS	125	155	200	62.50%
Randolph city, Kansas	KS	50	115	170	29.40%
Ransom city, Kansas	KS	150	235	320	46.90%
Rantoul city, Kansas	KS	165	190	215	76.70%
Raymond city, Kansas	KS	35	55	65	53.80%
Reading city, Kansas	KS	90	135	165	54.50%
Redfield city, Kansas	KS	80	90	90	88.90%
Republic city, Kansas	KS	50	105	115	43.50%
Reserve city, Kansas	KS	35	40	65	53.80%
Rexford city, Kansas	KS	95	105	175	54.30%
Richmond city, Kansas	KS	255	340	475	53.70%
Ringo CDP, Kansas	KS	20	50	70	28.60%
Riverton CDP, Kansas	KS	550	570	895	61.50%
Robinson city, Kansas	KS	110	175	215	51.20%
Rock CDP, Kansas	KS	45	85	105	42.90%
Rolla city, Kansas	KS	215	290	525	41.00%
Rosalia CDP, Kansas	KS	60	85	100	60.00%
Roseland city, Kansas	KS	25	25	65	38.50%
Rossville city, Kansas	KS	420	580	910	46.20%
Rush Center city, Kansas	KS	65	100	200	32.50%
Russell Springs city, Kansas	KS	10	20	25	40.00%
Sabetha city, Kansas	KS	1,060	1,770	2,400	44.20%
Satanta city, Kansas	KS	440	690	1,045	42.10%
Savonburg city, Kansas	KS	35	60	75	46.70%
Sawyer city, Kansas	KS	60	80	125	48.00%
Scammon city, Kansas	KS	200	285	505	39.60%
Scandia city, Kansas	KS	170	275	470	36.20%
Schoenchen city, Kansas	KS	70	115	195	35.90%
Scranton city, Kansas	KS	375	460	670	56.00%

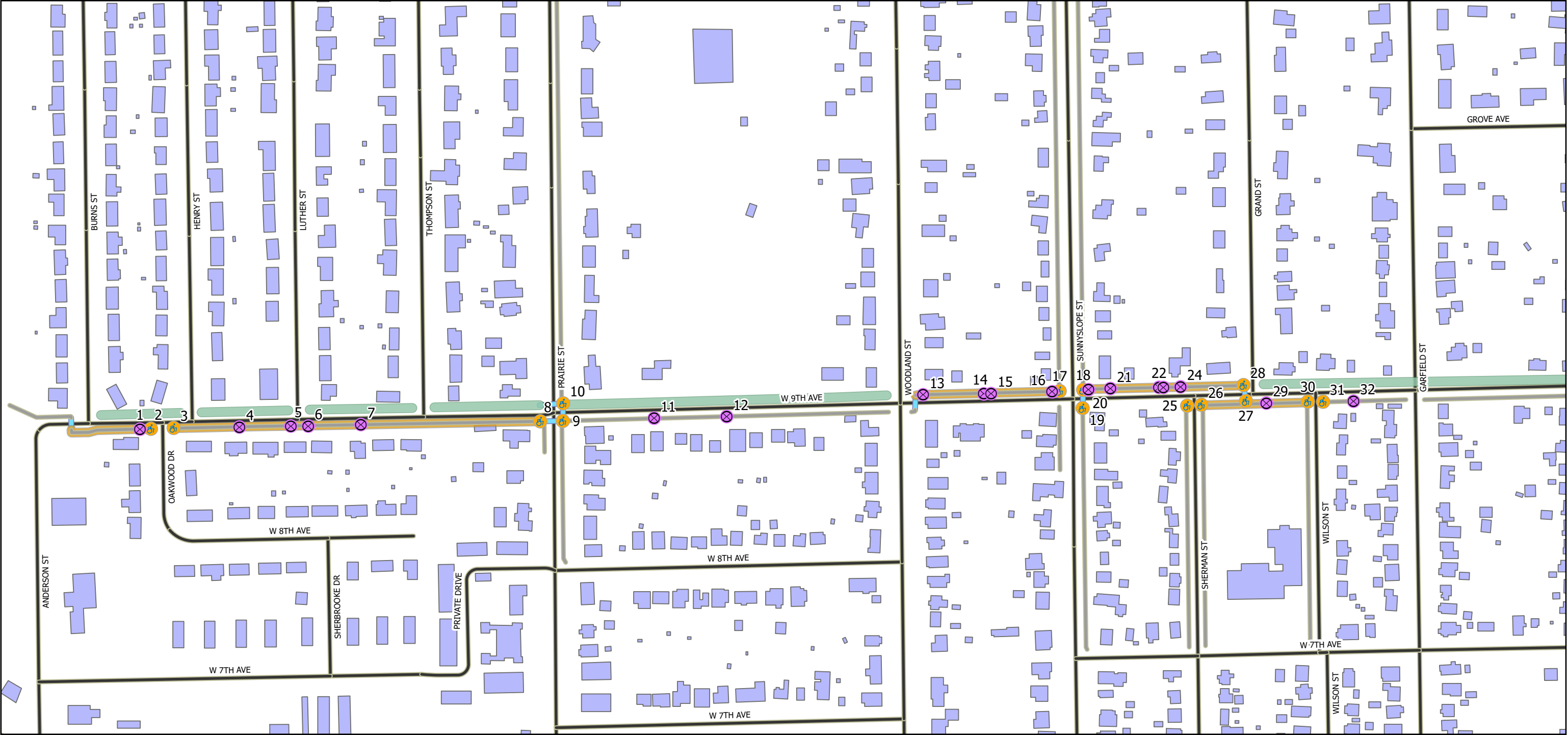
Sedan city, Kansas	KS	500	660	805	62.10%
Sedgwick city, Kansas	KS	505	875	1,455	34.70%
Selden city, Kansas	KS	85	140	210	40.50%
Seneca city, Kansas	KS	775	1,160	1,770	43.80%
Severance city, Kansas	KS	60	70	75	80.00%
Severy city, Kansas	KS	95	135	195	48.70%
Seward city, Kansas	KS	30	65	65	46.20%
Sharon city, Kansas	KS	60	70	130	46.20%
Sharon Springs city, Kansas	KS	595	740	960	62.00%
Silver Lake city, Kansas	KS	525	890	1,455	36.10%
Silverdale CDP, Kansas	KS	60	60	60	100.00%
Simpson city, Kansas	KS	25	65	75	33.30%
Smith Center city, Kansas	KS	720	1,005	1,355	53.10%
Smolan city, Kansas	KS	90	130	190	47.40%
Soldier city, Kansas	KS	35	55	60	58.30%
Solomon city, Kansas	KS	355	660	1,110	32.00%
Somerset CDP, Kansas	KS	105	130	130	80.80%
South Haven city, Kansas	KS	145	220	390	37.20%
South Mound CDP, Kansas	KS	10	25	25	40.00%
Spearville city, Kansas	KS	300	515	970	30.90%
Spivey city, Kansas	KS	25	80	95	26.30%
St. Francis city, Kansas	KS	695	975	1,340	51.90%
St. George city, Kansas	KS	340	550	1,070	31.80%
St. John city, Kansas	KS	405	805	1,325	30.60%
St. Paul city, Kansas	KS	175	315	495	35.40%
Stafford city, Kansas	KS	385	560	760	50.70%
Stark city, Kansas	KS	40	40	65	61.50%
Sterling city, Kansas	KS	835	1,315	2,060	40.50%
Stockton city, Kansas	KS	655	1,095	1,505	43.50%
Strong City city, Kansas	KS	175	300	440	39.80%
Stuttgart CDP, Kansas	KS	10	25	35	28.60%
Sublette city, Kansas	KS	550	935	1,600	34.40%
Summerfield city, Kansas	KS	65	90	105	61.90%
Sun City city, Kansas	KS	20	30	35	57.10%

Sylvan Grove city, Kansas	KS	190	310	375	50.70%
Sylvia city, Kansas	KS	70	90	145	48.30%
Syracuse city, Kansas	KS	780	1,200	1,800	43.30%
Talmage CDP, Kansas	KS	50	115	130	38.50%
Tampa city, Kansas	KS	95	110	160	59.40%
Tescott city, Kansas	KS	105	140	300	35.00%
Thayer city, Kansas	KS	135	250	405	33.30%
The Highlands city, Kansas	KS	120	170	410	29.30%
Tipton city, Kansas	KS	95	175	240	39.60%
Toronto city, Kansas	KS	155	185	210	73.80%
Towanda city, Kansas	KS	665	1,215	1,580	42.10%
Tribune city, Kansas	KS	240	480	740	32.40%
Troy city, Kansas	KS	255	390	750	34.00%
Turon city, Kansas	KS	135	180	320	42.20%
Udall city, Kansas	KS	385	500	740	52.00%
Uniontown city, Kansas	KS	230	305	355	64.80%
Utica city, Kansas	KS	40	65	100	40.00%
Valley Falls city, Kansas	KS	530	820	1,060	50.00%
Vassar CDP, Kansas	KS	230	345	865	26.60%
Vermillion city, Kansas	KS	45	60	75	60.00%
Vining city, Kansas	KS	70	75	80	87.50%
Virgil city, Kansas	KS	15	25	40	37.50%
Wakarusa CDP, Kansas	KS	70	160	225	31.10%
WaKeeney city, Kansas	KS	740	1,185	1,950	37.90%
Wakefield city, Kansas	KS	355	545	920	38.60%
Waldo city, Kansas	KS	40	40	45	88.90%
Waldron city, Kansas	KS	25	25	25	100.00%
Wallace city, Kansas	KS	40	40	55	72.70%
Walnut city, Kansas	KS	120	160	220	54.50%
Walton city, Kansas	KS	115	175	270	42.60%
Washington city, Kansas	KS	425	700	950	44.70%
Waterville city, Kansas	KS	220	505	755	29.10%
Wathena city, Kansas	KS	490	770	1,475	33.20%
Waverly city, Kansas	KS	295	405	610	48.40%

Webber city, Kansas	KS	15	20	20	75.00%
Weir city, Kansas	KS	625	880	935	66.80%
Welda CDP, Kansas	KS	60	70	100	60.00%
Wellsville city, Kansas	KS	580	1,080	1,860	31.20%
Weskan CDP, Kansas	KS	65	90	105	61.90%
West Mineral city, Kansas	KS	75	100	125	60.00%
Westmoreland city, Kansas	KS	275	435	640	43.00%
Westphalia city, Kansas	KS	80	120	170	47.10%
Westwood city, Kansas	KS	540	955	1,745	30.90%
Wetmore city, Kansas	KS	155	250	315	49.20%
Wheaton city, Kansas	KS	35	60	95	36.80%
White City city, Kansas	KS	345	435	585	59.00%
White Cloud city, Kansas	KS	95	130	155	61.30%
Whitewater city, Kansas	KS	305	740	965	31.60%
Whiting city, Kansas	KS	145	190	240	60.40%
Willard city, Kansas	KS	55	65	95	57.90%
Williamsburg city, Kansas	KS	230	295	340	67.60%
Williamstown CDP, Kansas	KS	80	130	130	61.50%
Willis city, Kansas	KS	10	10	30	33.30%
Wilmore city, Kansas	KS	15	20	30	50.00%
Wilsey city, Kansas	KS	110	125	185	59.50%
Wilson city, Kansas	KS	370	505	650	56.90%
Winchester city, Kansas	KS	330	420	515	64.10%
Windom city, Kansas	KS	80	90	105	76.20%
Winona city, Kansas	KS	65	95	205	31.70%
Woodbine city, Kansas	KS	55	80	135	40.70%
Woodruff CDP, Kansas	KS	4	4	10	40.00%
Woodston city, Kansas	KS	90	100	135	66.70%
Wright CDP, Kansas	KS	100	100	115	87.00%
Yale CDP, Kansas	KS	45	60	65	69.20%
Yates Center city, Kansas	KS	680	960	1,445	47.10%
Yoder CDP, Kansas	KS	85	100	165	51.50%
Zenda city, Kansas	KS	20	25	55	36.40%
Zurich city, Kansas	KS	30	60	90	33.30%

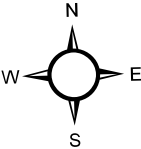
Multi-Use Path Planning (M.U.P.P.) Board

Sidewalk Assessment of 9th Avenue



Legend

- ADA non-compliant
- Repair
- Road Centerline
- Buildings
- Crosswalk
- New
- Widen existing
- Existing
- Repair



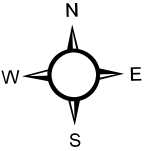
Multi-Use Path Planning (M.U.P.P.) Board

Sidewalk Assessment of 9th Avenue



Legend

	ADA non-compliant		Crosswalk
	Repair		New
	Road Centerline		Widen existing
	Buildings		Existing
			Repair



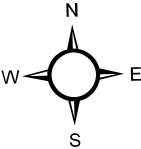
Multi-Use Path Planning (M.U.P.P.) Board

Sidewalk Assessment of 9th Avenue



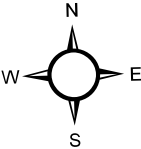
Legend

- ADA non-compliant
- Repair
- Road Centerline
- Buildings
- Crosswalk
- New
- Widen existing
- Existing
- Repair



Multi-Use Path Planning (M.U.P.P.) Board

Sidewalk Assessment of 9th Avenue



Point Descriptions:

1:	Uneven sidewalk	
2:	Needs ADA compliant ramp	
3:	Needs ADA compliant ramp	
4:	Needs repair	
5:	Needs repair	
6:	Uneven sidewalk due to manhole	
7:	Needs repair	
8:	Needs ADA compliant ramp	
9:	Needs ADA compliant ramp	
10:	Needs ADA compliant ramp	
11:	Needs repair	
12:	Needs repair	
13:	Needs repair	
14:	Entrance to alley needs repair	
15:	East side of alley needs repair	
16:	Needs repair	
17:	Needs ADA compliant ramp	
18:	Needs ADA compliant ramp	
19:	Needs ADA compliant ramp	
20:	Needs repair	
21:	Needs repair	
22:	Sidewalk across alley needs repair	

23:	Low spot	
24:	Low spot	
25:	Needs ADA compliant ramp	
26:	Needs ADA compliant ramp	
27:	Needs ADA compliant ramp	
28:	Needs ADA compliant ramp	
29:	Needs repair	
30:	Needs ADA compliant ramp	
31:	Needs ADA compliant ramp	
32:	Low spot	
33:	Low spot	
34:	Low spot	
35:	Large crack	
36:	Needs repair	
37:	Needs repair	
38:	Bordering driveway needs repairs	
39:	Needs repair	
40:	Needs repair	
41:	Needs repair	
42:	Low spot	
43:	Needs repair	
44:	Needs repair	
45:	Needs repair	

46:	Uneven sidewalk	
47:	Needs ADA compliant ramp	
48:	Needs ADA compliant ramp	
49:	Needs ADA compliant ramp and repaired	
50:	Needs ADA compliant ramp	
51:	Needs repair	
52:	Needs ADA compliant ramp	
53:	Needs ADA compliant ramp	
54:	Needs ADA compliant ramp	
55:	Needs repair	
56:	Needs repair	
57:	Needs repair	
58:	Needs repair	
59:	Needs ADA compliant ramp	
60:	Needs ADA compliant ramp	
61:	Uneven and low spot in sidewalk	
62:	No sidewalk at ingress/egress	
63:	No sidewalk at ingress/egress	
64:	No sidewalk at ingress/egress	
65:	Driveway at steep angle, no real sidewalk	
66:	Driveway at steep angle, no real sidewalk	
67:	Driveway at steep angle, no real sidewalk	
68:	Needs ADA compliant ramp	

69:	Needs ADA compliant ramp	
70:	Driveway, no real sidewalk	
71:	Driveway, no real sidewalk	
72:	Existing ADA ramp facing the wrong way	
73:	Existing ADA ramp facing the wrong way	
74:	Low spot	
75:	Driveway at steep angle, no real sidewalk	
76:	Driveway, no real sidewalk	
77:	Existing ramp is facing wrong way and ADA non-compliant	
78:	Existing ramp is facing wrong way and ADA non-compliant	
79:	Uneven sidewalk due to manhole	
80:	Uneven sidewalk	
81:	Uneven sidewalk	
82:	Cracked and uneven sidewalk	
83:	Driveway has no real sidewalk	
84:	No existing ramp	
85:	No sidewalk at driveway	
86:	Needs ADA compliant ramp	
87:	Needs ADA compliant ramp	
88:	Needs ADA compliant ramp	
89:	Needs ADA compliant ramp	
90:	No sidewalk at alley	

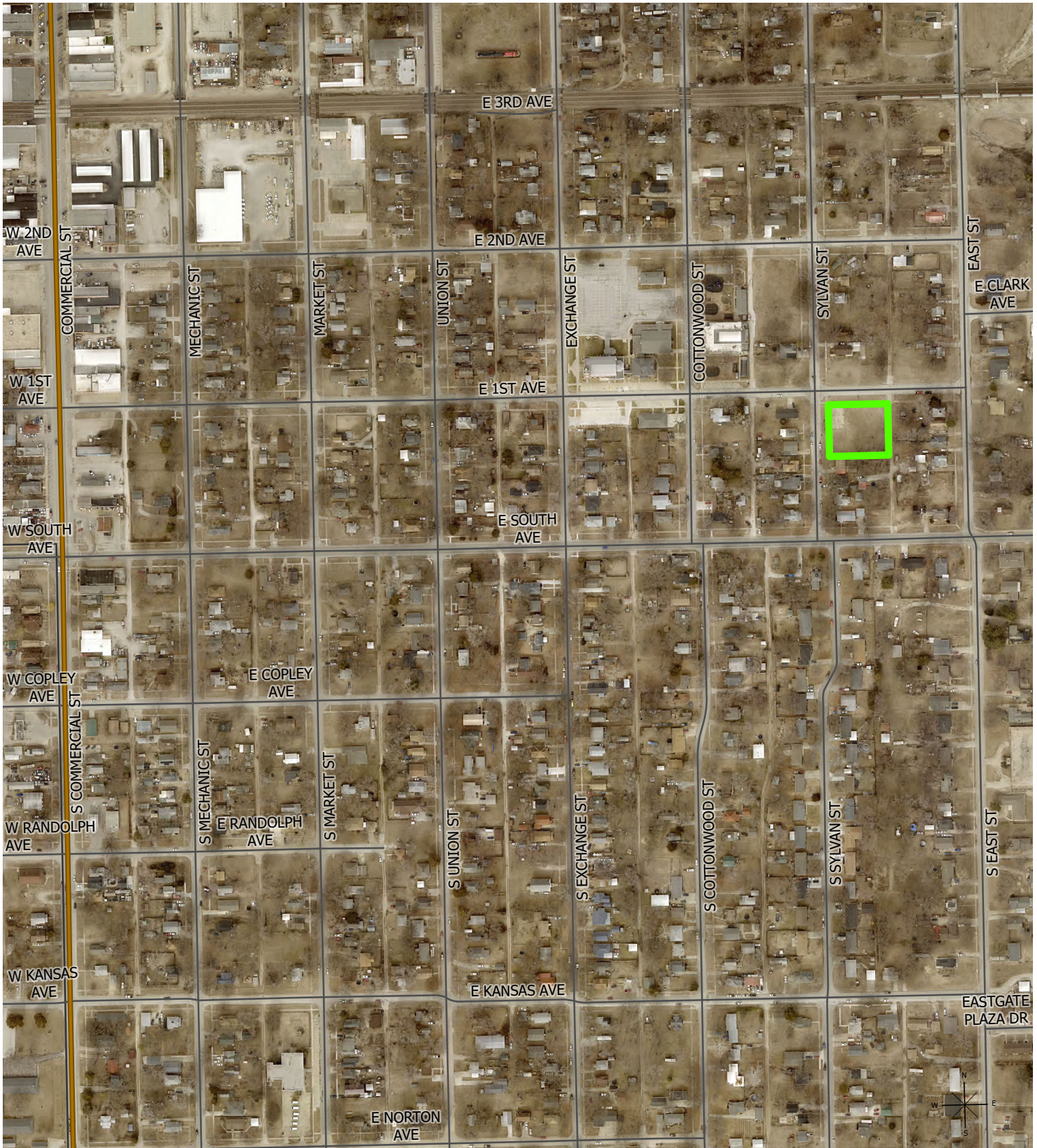
91:	Needs repair	
92:	Needs ADA compliant ramp	
93:	Needs ADA compliant ramp	
94:	Sidewalk needs straightened	
95:	Uneven sidewalk	
96:	Needs ADA compliant ramp	
97:	Needs ADA compliant ramp	
98:	Needs ADA compliant ramp	
99:	Needs ADA compliant ramp	
100:	Needs ADA compliant ramp	
101:	Needs ADA compliant ramp	
102:	Needs ADA compliant ramp	
103:	Needs ADA compliant ramp	
104:	No sidewalk at alley	
105:	Needs ADA compliant ramp	
106:	Needs ADA compliant ramp	
107:	Needs ADA compliant ramp	
108:	Needs ADA compliant ramp	
109:	Needs ADA compliant ramp	
110:	Needs ADA compliant ramp	
111:	Needs ADA compliant ramp	
112:	Needs ADA compliant ramp	
113:	Needs repair	

114:	Needs repair	
115:	Needs repair	
116:	Needs repair	
117:	Needs ADA compliant ramp	
118:	Needs ADA compliant ramp	
119:	Needs ADA compliant ramp	
120:	Needs repair	
121:	Needs repair	
122:	Needs repair	
123:	Needs repair	
124:	Needs repair	
125:	Needs repair	
126:	Needs repair	
127:	Needs repair	
128:	Needs repair	
129:	Needs repair	
130:	Needs repair	
131:	Needs ADA compliant ramp	
132:	Needs ADA compliant ramp	
133:	Needs repair	
134:	Needs repair	

Additional Notes:

I	Sidewalk between Burns and Prairie could move to North side	
II	Burns to Prairie the sidewalk could be widened on the South side	
III	Move sidewalk to North side at 9 th & Prairie as the South side has power poles and cannot be widened	
IV	Sunnyslope to Sherman could be widened toward the street	
V	Grand to Arundel could be moved be moved to the North side	
VI	Walnut to West on the South side is narrow and in poor condition	
VII	West to Rural on the South side narrows and needs repair	
VIII	Crosswalk at 9 th & West needs repainted	
IX	West to Neosho on the North side could be widen towards the road	
X	Michelle to Whittier is in good condition but could be widened for multimodal use	
XI	Whittier to Lakeview could be widened on the North side towards the road	
XII	From #85 to East St has numerous cracks and is narrow the whole length	
XIII	Sylvan to Cottonwood has narrow sidewalks on both sides except on the South side it is a half block due to a mature tree	
XIV	Crosswalks at 9 th & Cottonwood need repainted	
XV	Cottonwood to Exchange on the South side is older and narrower with the sidewalk on the North side possibly able to be widened	
XVI	Crosswalks need repainted at 9 th & Exchange	
XVII	On the North side between Exchange and Lincoln the sidewalk could be widened	
XVIII	On the North side of there are two trees that would prevent the sidewalk from being widened	
XIX	The brick street west of Union is rough	

XX	Some of the sidewalk West of Market could be widened slightly however there are trees	
XXI	9 th Ave East and West of Market has some rough spots	
XXII	On the North side of Market and Mechanic could be widened	
XXIII	Sidewalk on the South side between Commercial and Mechanic could be widened and the North side could not due to trees and property	
XXIV	Sidewalks between Mechanic and Commercial would be difficult to widen	
XXV	Sidewalk on South side between Constitution and Congress is old and in poor condition except ingress/egress to alley. May be able to widen on South side but not on the North side due to trees	
XXVI	On the South side between Congress and State the sidewalk could be widened	
XXVII	Sidewalk on the North side between Neosho and State would be difficult to widen	



DATA NOT SURVEY ACCURATE



Emporia
Kansas



Quaker Park