



**CITY COMMISSION
WEDNESDAY, MARCH 20, 2024 AT 11:00 AM
CITY COMMISSION CHAMBER**

ORDER OF BUSINESS

CALL MEETING TO ORDER Mayor Danny Giefer

MEMBERS PRESENT

Vice Mayor Erren Harter
Commissioner Susan Brinkman
Commissioner Jamie Sauder
Commissioner Becky Smith

PROCLAMATIONS

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 to Close Out CDGB Project #22-PF-004 located at 17 W. 4th Avenue.

Presented by: Mark Detter, Assistant City Manager

Recommended Action: Conduct Public Hearing to Close Out CDGB Project #22-PF-004 located at 17 W. 4th Avenue.

2) Resolution No. 3730 Regarding the Intent to Issue Industrial Revenue Bonds for The Gazette Building Development, LLC.

Presented by: Tayler Wash, Director of Special Projects

Recommended Action: Adopt Resolution No. 3730 regarding the intent to issue Industrial Revenue Bonds (IRBs) in the amount of \$9,000,000 for the Gazette Building Development, LLC.

3) Consider Architect Contract for Design Phase of the Fire Station Project.

Presented by: Brandon Beck, Fire Chief

Recommended Action: Award Architect Contract for Design Phase of the Fire Station Project to GLMV.

4) Resolution No. 3729 Requesting the Lyon County Board of County Commissioners to Make Certain Findings Regarding the Annexation of Property.

Presented by: Justin Givens, Administrator of Planning & Zoning

Recommended Action: Approve Resolution No. 3729 Requesting the Lyon County Board of County Commissioners to Make Certain Findings Regarding the Annexation of Property.

5) Award Industrial Park III Waterline Project.

Presented by: Jim Ubert, City Engineer

Recommended Action: Award the contract to S.R. Coffman Construction for the base bid amount of \$573,034.00.

6) **Memorandum of Understanding between Emporia State University and the City of Emporia for the Use and Improvement of Welch Stadium.**

Presented by: Trey Cocking, City Manager

Recommended Action: Approve the MOU between Emporia State University and the City of Emporia as presented, and authorize the necessary budget allocations to fulfill the City's financial commitments under the terms of the MOU.

7) **Resolution No. 3731 Adopting Event Fencing Policy 2-24.**

Presented by: Christina Montgomery, City Attorney

Recommended Action: Approve Resolution No. 3731 Adopting Event Fencing Policy 2-24.

COMMUNICATIONS

Presented by Trey Cocking, City Manager.

- 1) Financials & Permits

CONSENT AGENDA

Presented by Trey Cocking, City Manager.

- 1) Commission Meeting Minutes March 6, 2024.
- 2) Ordinance No. 24-09 Establishing a Common Consumption Area Sponsored by Emporia Main Street.
- 3) Ordinance No. 24-10 Establishing a Common Consumption Area Sponsored by Radius Production, LLC.
- 4) Reschedule April 17, 2024 City Commission Meeting to Tuesday, April 16, 2024 at 11:00 a.m.

INFORMATIONAL ITEMS

Presented by Trey Cocking, City Manager.

- 1) Informational Items

GOVERNING BODY COMMENTS

Mayor Danny Giefer

Vice Mayor Erren Harter

Commissioner Susan Brinkman

Commissioner Jamie Sauder

Commissioner Becky Smith

EXECUTIVE SESSION

- 1) AN EXECUTIVE SESSION FOR DISCUSSIONS RELATING TO DATA RELATED TO FINANCIAL AFFAIRS OR TRADE SECRETS OF CORPORATIONS, PARTNERSHIPS, TRUSTS, AND INDIVIDUALS RELATED TO POTENTIAL ECONOMIC DEVELOPMENT PROJECTS. K.S.A. 75-4319(B)(4) IS THE AUTHORITY FOR THIS RECESS INTO EXECUTIVE SESSION.

Recess into Executive Session to discuss confidential matters of a third party for a potential development project for 30 minutes and to invite Tayler Wash, City Special Projects Director; Jim Ubert, City Engineer; and Jim Witt, Interim RDA President, and stating at which time the open meeting will resume.

RECESS

Recess to Conference Room 1AB for Study Session

STUDY SESSION AGENDA ITEMS

- 1) Review Community Survey.
- 2) Strategic Visioning Session One.

ADJOURNMENT



Commission Action Report

Public Hearing to Close Out CDBG Project #22-PF-004
at located at 17 W. 4th Avenue.

Title: Public Hearing to Close Out CDBG Project #22-PF-004
located at 17 W. 4th Avenue.

Agenda Date: March 20, 2024

Presented By: Mark Detter, Assistant City Manager

Background:

The City of Emporia, Kansas will be holding a public hearing on Wednesday, March 20, 2024, at 11:00 a.m. in the City Commission Room located at 518 Mechanic, for the purpose of closing out CDBG Project #22-PF-004 for the Commercial Rehabilitation Project at 17 West 4th Avenue (Radius Project). The final monitoring of the project was conducted on February 6, 2024.

Discussion:

The project funded portions of the rehabilitation of the building at 17 West 4th Avenue.

Garrett Nordstrom, CDBG Administrator, and Governmental Services consultants will answer questions on final monitoring, detailing CDBG goals that were met by the project. Former Mayor Brinkman was sent a letter in February of 2024 detailing the final monitoring of the project, including the completion of the construction project after 22 months and the project meeting the national objective of eliminating slums and blight on a spot basis.

Financial considerations:

The City requested and expended \$248,000 of the \$250,000 CDBG Grant. The business and local property owner have spent \$175,320. The City will receive the final \$2,000 of the Grant award at close-out.

Recommended action:

Conduct the Public Hearing on close out of CDBG project #22-PF-004 and allow public comment on the project.

Attachments:

Final Monitoring Letter from Tim Parks Kansas Department of Commerce CDBG Project.

David C. Toland, Secretary

Laura Kelly, Governor

February 26, 2024

The Honorable, Susan Brinkman
Mayor, City of Emporia
111 East 6th Avenue
Emporia, KS 66801

RE: Emporia 22-CR-004

Dear Mayor Brinkman,

On February 6, 2024, I met with Garrett Nordstrom & Maria Cuevas from GAS and Mark Detner from the City of Emporia to conduct the final monitoring the above-referenced CDBG Project. This is the initial and final monitoring should be viewed as a cooperative effort between the Community Development Block Grant (CDBG) staff and the city to identify potential obstructions to successful program implementation. The field staff makes observations by reviewing project files and performing site visits.

This monitoring covered the following areas: Program Progress, National Objective, Financial Management, Environmental Review, Procurement, Labor Standards, Equal Opportunity, Citizen Participation, and Quarterly Status Reports.

The following observations have been made:

Program Progress: The project has completed 100% of the rehabilitation after 22 months.

National Objective: The project meets the National Objective of Eliminating Slums and Blight on a Spot Basis.

Financial Management: As of the monitoring, the City had requested and expended \$248,000 of the total \$250,000 in CDBG funds. Local funds spent to-date is \$175,320 of the total of \$111,317. The city's accounting system is accurate and complies with the established grant accounting requirements.

Environmental Review: For this project, the city correctly determined and completed a "Categorically Excluded Subject To" review. The environmental review was cleared on May 2, 2022.

Procurement: The City contracted with Governmental Assistance Solutions for grant administration and Ben Moore Studios for architectural services, both being paid for on the local side of the project. Construction was procured correctly following CDBG process for the General Contractor Evergreen Design Build.

Labor Standards: This project utilized Davis-Bacon General Wage Decision #KS20220020 Mod #4 for Building, dated June 3, 2022. Weekly payroll reports were reviewed for Evergreen Design Build, Quality Masonry, Burnap Bros, and Hammeke Electric. Employee interviews were on file for Evergreen Design Build and Burnap Bros and the review noted no issues.

Equal Opportunity:

Fair Housing: For the 2023 activity, Emporia posted fair housing information at city hall. In 2022, Emporia published the Fair Housing Hotline on the city's website.

Beneficiaries: The project beneficiary demographic data, as it appeared on the City's CDBG application, has been verified and approved.

Certifications: The administration and construction contracts complied with appropriate civil rights certifications and requirements.

Quarterly Status Reports: All Quarterly Status Reports were accurate and submitted on time.

Citizen Participation: The required pre-application public hearing was held before grant submittal. A second public hearing that provides the detailed proposed activity and detailed actual activity to review grant performance must be held before closeout.

Section 3: The grantee tracked labor hours for this project. There were no new hires for this project and only had existing employees of the contractors working the project. The grantee did not meet the required benchmarks for labor hours on this project. A review of Section 3 requirements will be conducted at close out.

Conclusion: The city will be in good standing with the state and federal program requirements. The cooperation of the city and the grant administrator during this monitoring is greatly appreciated. It should be noted that the City of Emporia resolved the issue of accepting handwritten weekly payroll certifications. They went back and required the contractors to resubmit proper weekly payrolls.

The cooperation of the city and the grant administrator during this monitoring is greatly appreciated. If you have any questions or concerns, please feel free to contact me at tim.parks@ks.gov or by phone at 785-480-8072.

Sincerely,

Tim Parks

Timothy Parks
CDBG Specialist

cc: Garrett Nordstrom, GAS
Maria Cuevas, GAS
Mark Detner, City of Emporia



Commission Action Report

Resolution No. 3730 Regarding the Intent to Issue Industrial Revenue Bonds (IRBs)
in the amount of \$9,000,000
for the Gazette Building Development, LLC.

Title: Resolution No. 3730 Regarding the Intent to Issue Industrial Revenue Bonds (IRBs) in the amount of \$9,000,000 for the Gazette Building Development, LLC.

Agenda Date: March 20, 2024

Presented By: Tayler Wash, Director of Special Projects
Mary Carson, Legal Counsel-Triplett, Woolf, and Garretson LLC

Background:

The adoption of this resolution is the first step in the eventual issuance of IRBs in the amount of \$9,000,000 for the Gazette Building Development, LLC. for the purpose of purchasing, acquiring, constructing, furnishing, and equipping a commercial and residential facility in Emporia, Kansas.

Discussion:

The property will be eligible for sales tax exemption and property tax exemption for a term of ten years, subject to fulfillment of the conditions of the City's public incentives policy. The City is not liable for the principal or interest on the bonds under Kansas Statutes.

Financial Considerations:

The Bonds, together with the interest thereon, are not general obligations of the City but are special obligations payable solely from the lease payments under the Lease, and the Bond Fund and other monies held by the Trustee, as provided in the Indenture. Neither the credit nor the taxing power of the State of Kansas or of any political subdivision of such State is pledged to the payment of the principal of the Bonds and premium if any, and interest thereon or other costs incident thereto.

Recommended Action:

Adopt Resolution No. 3730 regarding the intent to issue Industrial Revenue Bonds (IRBs) in the amount of \$9,000,000 for the Gazette Building Development, LLC.

Attachments:

- Resolution No. 3730 regarding the intent to issue Industrial Revenue Bonds (IRBs) in the amount of \$9,000,000 for the Gazette Building Development, LLC.
- Lyon County Beacon Document-Gazette Building.
- The Gazette Building Development LLC-Business Plan

RESOLUTION NO. 3730

OF THE

GOVERNING BODY

OF THE

CITY OF EMPORIA, KANSAS

RELATING TO THE INTENT TO ISSUE

\$9,000,000

TAXABLE INDUSTRIAL REVENUE BONDS

(THE GAZETTE BUILDING DEVELOPMENT, LLC)

RESOLUTION NO. 3730

A RESOLUTION STATING THE INTENT OF THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS TO ISSUE TAXABLE INDUSTRIAL REVENUE BONDS IN AN ESTIMATED PRINCIPAL AMOUNT OF \$9,000,000 FOR THE PURPOSE OF PURCHASING, ACQUIRING, CONSTRUCTING, FURNISHING AND EQUIPPING A COMMERCIAL AND RESIDENTIAL FACILITY IN EMPORIA, KANSAS.

WHEREAS, the governing body of the City of Emporia, Kansas (the "City") desires to promote, stimulate and develop the general economic welfare and prosperity of the City, and thus further promote, stimulate, and develop the general economic welfare and prosperity of the State of Kansas; and

WHEREAS, pursuant to the provisions of K.S.A. 12-1740 *et seq.*, as amended (the "Act"), and all applicable acts amending and supplementing the Act, the City is authorized to issue revenue bonds of the City; and

WHEREAS, The Gazette Building Development, LLC, a Kansas limited liability company, or its affiliates (the "Tenant"), has requested the City to provide for the issuance of taxable industrial revenue bonds (herein the "Bonds"), in one or more series, pursuant to the Act, to pay costs incurred in connection with purchasing, acquiring, constructing, furnishing, and equipping a commercial facility consisting of a two-story building at 517 Merchant Street - the former home of the Emporia Gazette newspaper - to house commercial space on the first floor, an estimated 5 units of condominium housing on the second floor, and related short term rental and event and meeting space in Emporia, Kansas (the "Project"), to be owned or leased by the City and leased to the Tenant under terms of a Lease Agreement and other agreements entered into in connection with issuing the Bonds; and

WHEREAS, the City does not intend this Resolution to include any agreement for ad valorem tax abatement for the Project. The City will consider ad valorem property tax abatement on the Project at a later date, and in accordance with the publication and notice requirements of the laws of the State of Kansas.

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

SECTION 1. The City intends and is authorized to finance the Project (as defined above) in an amount which will not exceed the cost of \$9,000,000, subject in all respects to the negotiation of satisfactory lease and related documents for the Project with the Tenant (as defined above).

SECTION 2. The City is authorized to provide for the issuance of its Bonds (as defined above), from time to time, in one or more series in an aggregate principal amount of not to exceed Nine Million Dollars (\$9,000,000) for the purpose of (1) purchasing, acquiring, constructing, furnishing, and equipping the Project, and (2) paying certain costs of issuance of the Bonds, but

subject to the limitations, conditions, and requirements of the provisions of the Act, and subsequent ordinances and resolutions of the City authorizing the Bonds and related actions.

SECTION 3. The Bonds shall be issued in accordance with the provisions of an Ordinance of the City and a Trust Indenture, a Lease Agreement, and a Guaranty Agreement, or other documents deemed appropriate by the City, which documents shall, among other things, describe in reasonable detail the Project. All terms of the bond documents shall be mutually satisfactory to the City and to the Tenant. The Bonds shall be issued subject to the approving opinion of Triplett Woolf Garretson, LLC, Bond Counsel, and shall be special limited obligations of the City payable solely from the revenues derived by the City pursuant to the Lease Agreement, or otherwise in connection with the Project. THE BONDS SHALL NOT BE GENERAL OBLIGATIONS OF OR CONSTITUTE A PLEDGE OF THE FAITH AND CREDIT OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION AND THE BONDS SHALL NOT BE PAYABLE IN ANY MANNER FROM TAX REVENUES.

SECTION 4. The sale of the Bonds shall be the Tenant's responsibility. The City and Tenant understand that to expedite the process of acquiring and constructing the Project, the Tenant may, in reliance upon this Resolution, but subject to mutually satisfactory documents as described in Section 3, incur temporary indebtedness, and expend its own funds or funds available to it in connection with the anticipated Project, prior to the issuance of the Bonds. The Bonds and all interest thereon shall, in any event, be paid solely from a Trust Estate created pursuant to a Trust Indenture, including the money and revenue received pursuant to the Lease of the Project to the Tenant and not from any other fund or source, and nothing here shall obligate the City in any manner except as set out in this Resolution. The Tenant proceeds at its own risk and if, for any reason the Bonds are not issued, the City will have no liability to the Tenant for any reason.

SECTION 5. The City does not intend this Resolution to include any agreement for ad valorem tax abatement for the Project. The City will consider an ad valorem property tax abatement on the Project at appropriate later dates in accordance with the publication and notice requirements of the laws of the State of Kansas and as described in a Development and Incentive Compliance Agreement between the City and Tenant.

SECTION 6. Any and all expenses incurred, and applicable fees charged in connection with the issuance of the Bonds, including administrative expenses, and legal fees, incurred by the City shall be paid from the proceeds of the Bonds or from the Tenant's funds. Nothing in this Resolution shall obligate the City in any manner in connection with the costs of the issuance of the Bonds.

SECTION 7. The Mayor and City Clerk are authorized and directed to take all such other actions not inconsistent with this Resolution as may be appropriate or desirable to accomplish the purposes described by this Resolution, including but not limited to, (1) execution on behalf of the City of appropriate notices of proposed issuance of such Bonds with the Kansas Board of Tax Appeals pursuant to K.S.A. 12-1744a, (2) providing applicable notices of public hearings with respect to the proposed issuance of such Bonds in accordance with K.S.A. 12-1749c and/or K.S.A. 12-1749d, and (3) cooperation with the Tenant, and execution on behalf of the City of any

agreements or documents required to file an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property. Any such actions previously taken are ratified.

SECTION 8. This Resolution shall become effective upon its approval and passage by the governing body of the City, and unless otherwise revoked or extended shall expire on December 31, 2026.

[Remainder of Page Intentionally Left Blank]

ADOPTED AND APPROVED by the governing body of the City of Emporia, Kansas on
March 20, 2024.

CITY OF EMPORIA, KANSAS

[seal]

By _____
Danny Giefer, Mayor

ATTEST:

By _____
Kerry Sull, City Clerk

EXCERPT OF MINUTES

The governing body of the City of Emporia, Kansas met in regular session, at the usual meeting place in the City on March 20, 2024, at 11:00 A.M., with Mayor Danny Giefer presiding, and the following members of the governing body present:

And the following members absent:

Among other business, a resolution was presented entitled:

A RESOLUTION INDICATING THE INTENT OF THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS TO ISSUE TAXABLE INDUSTRIAL REVENUE BONDS IN AN ESTIMATED PRINCIPAL AMOUNT OF \$9,000,000 FOR THE PURPOSE OF PURCHASING, ACQUIRING, CONSTRUCTING, FURNISHING AND EQUIPPING A COMMERCIAL AND RESIDENTIAL FACILITY IN EMPORIA, KANSAS.

The Resolution was considered and discussed, and on motion of _____, seconded by _____, the Resolution was adopted by vote of the majority of all members present.

The Resolution was assigned No. ____.

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I certify that the foregoing is a true and correct Excerpt of Minutes of the March 20, 2024 meeting of the governing body of the City of Emporia, Kansas.

[seal]

Kerry Sull, City Clerk

Lyon County, KS

Summary

Parcel ID	1951502002009000
Quick Ref ID	R12307
Property Address	517 MERCHANT
Brief	EMPORIA (O.T.), S15, T19S, R11E, ACRES 0.3, LTS 79 & 81 & S6 W80 LT 83 & N5 LT
Tax Description	77 MERCHANT ST (105.0 X 130.0)
	(Note: Not to be used on legal documents)
Taxing Unit Group	005
Lot Size (SF)	N/A
Acreage	0
Property Class	Commercial & Industrial
Zoning	Central Business
Lot Block	- - - EMPORIA (O.T.)
Subdivision	
S-T-R	15-19S-11E
Deed Book & Page	0344 - 0854; 2022 - 00074; 2024 - 00365; 0481 - 0303; 0030 - 0120; 0344 - 0857;
Neighborhood	960 - Emporia Commercial Nbhhd CBD



Owner

Primary Owner
The Gazette Building Development, LLC
726 Garfield St
Emporia, KS 66801-2423

Lot

Method	Type	Eff. FF	Eff. Depth	Actual FF	
Frontage and Depth	Regular Lot - 1	111		130	105
Frontage and Depth	Rear Lot - 2	6		50	0

Commercial Information

Structure Type	Office building (low rise 1-4 stories)
Bldg No & Name	1 EMPORIA GAZETTE
Identical Units	1
No. of Units	0
Unit Type	
Class	C

Building Sections								
Sect	Occupancy	Use	Year Built	Lvl From	Lvl To	Area	Perim	Hgt
1	Office Building	Downtown Row - 039	1875	01	01	11,412	460	14
2	Storage Warehouse	Support Area - 086	1974	01	01	990	80	14
3	Office Building	Support Area - 086	1875	02	02	6,630	307	10
4	Office Building	Support Area - 086	1875	02	02	3,638	241	10

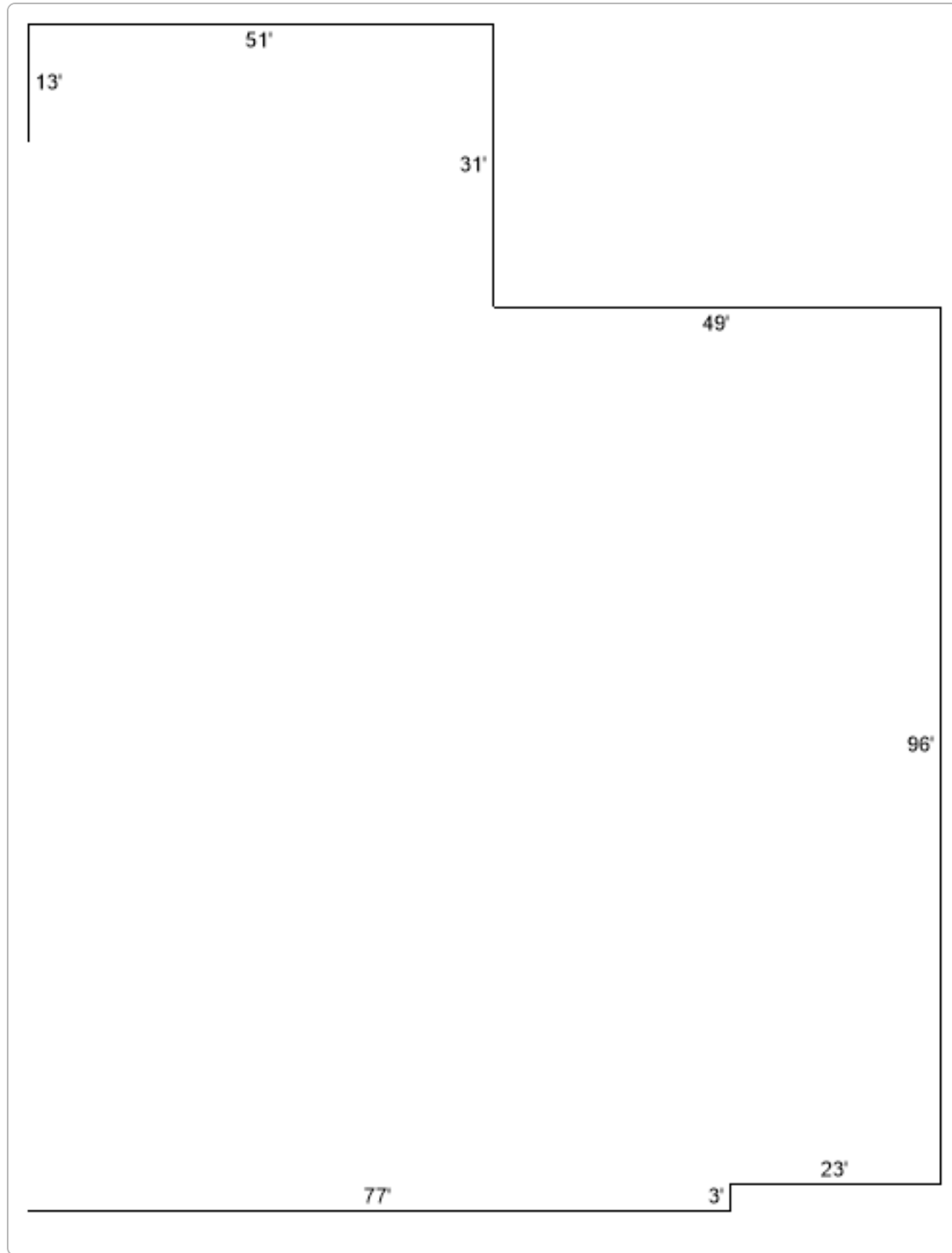
Valuation

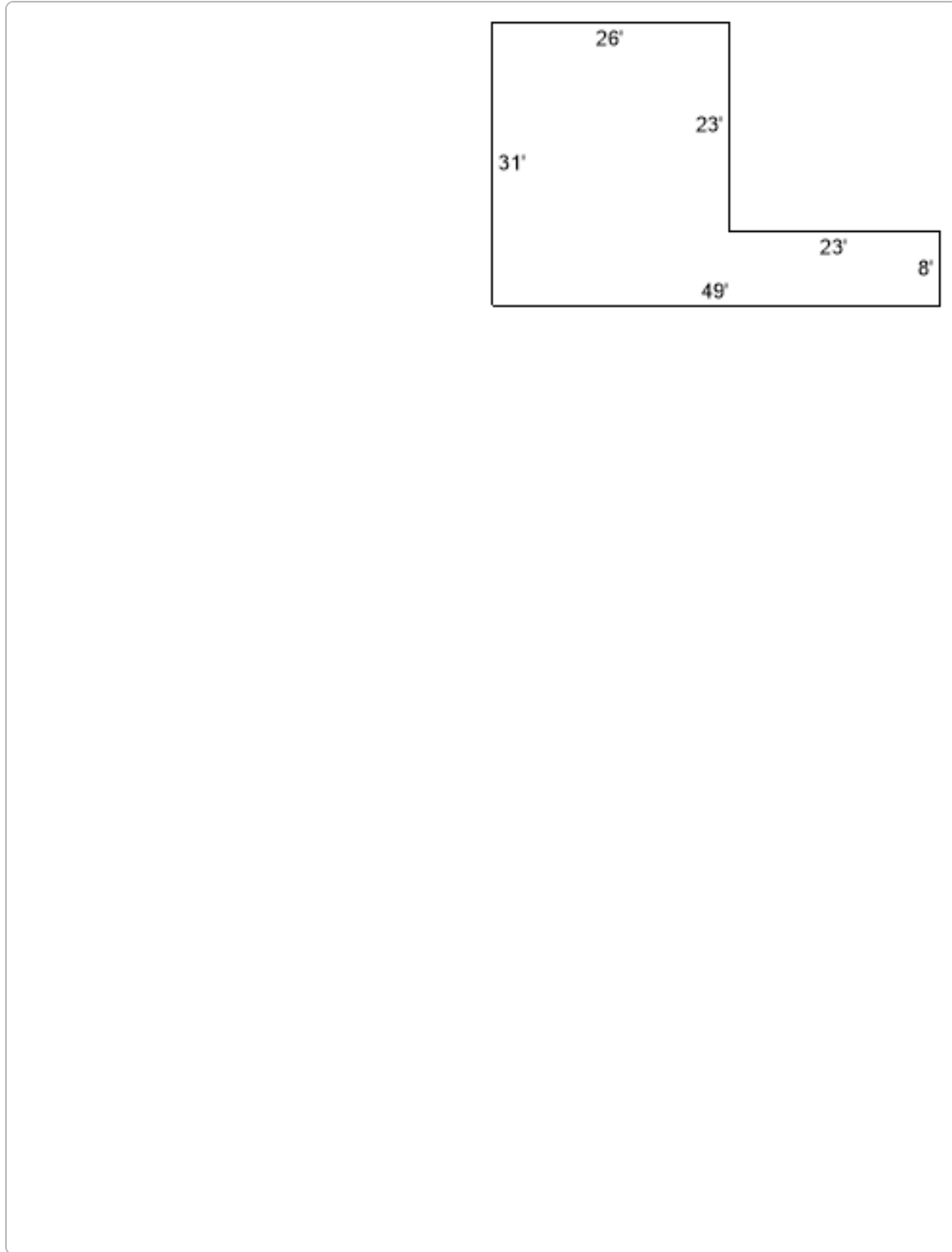
2024 Appraised Value				2023 Appraised Value			
Class	Land	Building	Total	Class	Land	Building	Total
C	\$32,910	\$326,290	\$359,200	C	\$32,910	\$326,290	\$359,200
Total	\$32,910	\$326,290	\$359,200	Total	\$32,910	\$326,290	\$359,200

Photos



Sketches





No data available for the following modules: Agricultural Land, Residential Information, Other Buildings.

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Developed by
 **Schneider**
GEOSPATIAL

The Gazette Building Development LLC Business Plan

"Without purpose, a building dies." -W.L. White



The Gazette Building Development LLC
Rick Mitchell | 726 Garfield | Emporia, Kansas 66801
(620) 591-0017 | rick@mitchell-markowitz.com

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Executive Summary

One of the most significant historic landmarks in Emporia, Kansas, stands in the heart of downtown at 517 Merchant Street. The Gazette Building was home to the Emporia Gazette newspaper, owned and operated by Pulitzer Prize-winning journalist and national columnist William Allen White and his descendants from 1900 through 2022. Four generations of the White family have produced the primary instrument of communication for Lyon County citizens within the walls of this building. He and his son, William Lindsay White, brought prestige and national notoriety to Emporia through the newspaper. The great and near great have passed through the doors of this nationally known, small-town newspaper building. Presidents have visited to speak with the “Sage of Kansas,” and LIFE Magazine has featured it in not one but two photo essays on William Allen White. The Gazette Building Development LLC wishes to preserve this rich history and restore its former glory while making it viable for the next 100 years.

Thorough attention will be given to the entire building. The exterior will undergo restoration and repair to maintain the integrity of the late 19th & 20th Century Classical Revival building. The interior will be rehabilitated into beautifully storied spaces relevant to today’s needs. Five luxe residential units will bring a high-end housing option to the developing downtown living community. Three short-stays will become a favorite destination for out-of-town guests to stay as they explore and enjoy Emporia and the Flint Hills. A restaurant and event venue will significantly contribute to the town’s growing foodie culture with a fine dining option that will attract gastronomists from all around. An art studio will bring a space for visiting artists to create works and provide educational opportunities for the community. Lastly, the Mitchell-Markowitz Construction offices will anchor the development with a long-time Emporia business invested in the project and the community.

This diverse development will offer unforgettable experiences and create a vibrant hub for Emporia.

Company Overview

Ownership

The building was purchased in January 2022 by The Gazette Building Development LLC. The principal owners are:

RCM LLC: 20%

Mitchell-Markowitz Construction Inc.: 80%

Business Description

The Gazette Building Development LLC aims to Improve Emporia by repurposing history. The rehabilitation of the Gazette Building, located at 517 Merchant Street in downtown Emporia, Kansas, will maintain the integrity and history of the building while creating a flexible use for

today. This mixed-use development will feature five live-work residential units, three short-stays, one office space, an artist studio, and a restaurant. The building and its daily operation will become known as Gazette Collective.

Once rehabilitated, Gazette Collective LLC will manage the building on a macro and micro level. On a macro level, it will work toward maintaining 100% occupancy, developing and executing a long-term repair and upgrade plan, and creating a comprehensive marketing strategy for the building. On a micro level, it will provide day-to-day property management, such as overseeing contract maintenance and custodial services, managing the co-op board, and executing the marketing plan.

Mission

To rehabilitate the Gazette Building and provide the space for Gazette Collective to tell the story of Emporia, Kansas, through food, history, and architecture.

Vision

Continue a legacy of community improvement by preserving history and creating new opportunities.

Company Values

The Gazette Building Development team upholds the following values that will be used daily to ensure the success of this project: integrity - a core business practice; diversity - a wide field of operations and abilities; contribution - investing in the community with an emphasis on advancing the quality of life; and achievement - building upon 40+ years of business success.

Property Overview

The Gazette Building is at 517 N Merchant Street in downtown Emporia, Kansas. The building is approximately 21,000 square feet and, at the time of purchase, had about 25% occupancy.

The original 25'-wide two-story classical revival style structure was built between 1899 and 1905 by William Allen White, a famous author and journalist, to house the Emporia Gazette newspaper he owned and operated. Today, the original entrance to that building is marked by a cast iron riser from the original entry steps that reads "W. A. White 1900". Between 1905 and 1911, a 50'-wide building was added to the North side. This building served as the newspaper office for the Emporia Gazette for over a century and is recognized on the National Register of Historic Places as a contributing building within the Emporia Downtown Historic District.

The building is situated at a busy intersection and is adjacent to a federal highway. It is in a developing downtown area with many businesses and amenities, such as salons, retail, and coffee shops within walking distance. Additionally, White Memorial Park sits to the North of the building. The Gazette Building Development has requested a lease with the city to develop that space into an outdoor dining and event venue. The park would add approximately 3,600 to 4,000 square feet to the project.

Parking is available both on-street and in the public lot just across the street to the East. The current on-street parallel parking will be converted to diagonal parking, increasing the number of spaces from nine to 17. An option for a covered parking garage is being explored. If secured, the first priority for this parking will be residents, followed by short-stay guests, other building tenants, and valet for restaurant guests.

The exterior of the building will undergo total repair and restoration to preserve the original structure and style. The interior will receive extensive updates, including ADA compliance, electrical, plumbing, HVAC, and window upgrades to improve accessibility and efficiency. Aesthetic improvements that complement the history and style of the building will also be made to modernize the space and appeal to today's market.

Licenses/Permits/Regulations

Renovations and repairs will meet code requirements and be permitted through the City of Emporia. Ben Moore Studio is the architect contracted for this project. Ben has worked in historic preservation and contemporary architecture since 2000. His firm is dedicated to Main Street programs and downtown revitalization work and has expertise working with both grant acquisitions and the state historic approval process. Mitchell-Markowitz Construction is the general contractor and has been a trusted builder in Emporia and the surrounding communities for over 40 years. They also have considerable experience in historic preservation and revitalization projects.

Development & Execution

Residential Units

Five luxe live-work units will encompass the entire second floor. The units will range from 1,350 to 2,400 square feet and be completed in a white box finish (ready for client-chosen finishes). residents will enjoy off-street parking with elevator access, covered walkways to individual entrances via private rooftop green spaces, beautifully finished common areas, and high-efficiency mechanicals. A walkable community exists outside the front door and features nearby salons, retail shops, restaurants, bars, coffee shops, community activities, events, and more.

Each unit will be priced based on square footage, location within the building, and any special features present within that unit. The development will assess a base price of \$250 per square foot. Units will feature an open floor plan, courtyard entry, and large windows for ample natural light.

The residential units will be available for purchase or lease and governed by a co-op or HOA board. This board will comprise a resident from each unit and a member(s) of The Gazette Building Development. Tenants will pay monthly dues and fees to this board. These fees will include each tenant's share of the building taxes, maintenance fees, and salaries for staff to manage the building, among other things.

Short-stays

Three short-stays will be advertised and rented through third-party agencies such as Evolve, Airbnb, VRBO, etc. The property manager will also facilitate direct bookings and will manage the units. The target market will be special guests of Emporia State University, such as guest lecturers and visiting scholars, visiting executives from local corporations such as Simmons, Hills, Tyson, and Bunge Corporation, or high-value guests of events such as Unbound Gravel and the Dynamic Disc Open.

These well-appointed one-bedroom, one-bathroom units will feature the same luxurious finishes found throughout the rest of the building. High-quality plush and inviting furnishings, paired with ample space, will ensure guests feel right at home whether their stay is short- or long-term. The units will have all the modern conveniences expected by today's travelers, such as wifi, smart TVs, electric safes, digital key entry, premium bedding, luxurious bath products, washer/dryer, and off-street parking.

Rental rates may fluctuate based on the season, local events, and market trends. There are no hotels in the downtown area currently, and lodging shortages occur several times yearly. The goal occupancy rate is 60%+ (nationally, anything over 65% is considered a high occupancy rate, according to alltherooms.com). If another downtown lodging option becomes available, the units will remain competitive in pricing relative to the provided product and experience.

Office Space

The front 1,800-square-foot South section has been office space since the building opened in 1900. It housed William Allen White's office, where he wrote a majority of his work, including two of his best-known writings: "What's the Matter With Kansas?" and "Mary White" (a tribute to his 16-year-old daughter on her death in 1921). This area will continue to be used indefinitely as office space for Mitchell-Markowitz Construction. The space will mostly remain as is, with some cosmetic updates, refinishing, and slight reconfiguration for functionality.

Mitchell-Markowitz Construction will lease this space for \$1 per square foot and make monthly payments of \$1,800 to The Gazette Building Development LLC.

Art Studio

The original press room located in the Southwest corner of the basement is a unique space within this development. The urban and industrial vibe of this space makes it a natural fit as a place for artists to unleash their creativity. Once renovated, it will have all the essentials for artists to create and produce art, such as durable work surfaces, deep sinks, natural lighting, supplemental LED lighting, and more.

The Mitchells are longtime supporters of the arts and see this as an opportunity to provide a unique resource for our community to host artists-in-residence. The Gazette Building Development will create a partnership with local non-profits and businesses such as Emporia Art Alliance, Emporia Arts Council, Emporia First Fridays, Emporia State University, Escape Art

Gallery, House of Morrow, Kansas Free for Arts, Trox Gallery, and others to bring visiting artists, artist workshops, and outreach events. The visiting artists will receive complimentary accommodations in one short-stay, which has full access to the studio space.

The Gazette Building Development plans to use this space as a charitable contribution to the arts community.

Restaurant and Event Venue

The restaurant and event venue will be owned and operated by a separate LLC.

Market Analysis & Overview

Located in the beautiful Flint Hills, Emporia, Kansas, is a quick drive from the metro areas of Kansas City, Wichita, and Topeka. The town's population is 24,009, with a median age of 31.5. While the population is predominantly white, annual community-wide cultural events increasingly emphasize diversity. Emporia offers amenities, including theatres, arts, concerts, nightlife, museums, festivals, live music, family activities, sports, parks, retail, services, and various restaurants, many of which are located and hosted downtown or nearby.

The city hosts several popular annual events, two of which bring thousands of visitors worldwide: Unbound Gravel—dubbed the world's greatest gravel event, and the Dynamic Discs Open—a premier disc golf event. These events continue to grow and expand, increasing the town's need for restaurants and short-term lodging.

Additionally, downtown Emporia has seen an increase in “day-tripper” tourism in the past year, with the highest concentration of visitors identified as high-earners from Kansas City, followed by Wichita and Topeka (according to Datafy).

Competitive Analysis

This development will complement other local businesses and fill gaps in the market. The following are some examples.

- Housing shortage - Emporia continues to experience a need for more housing. The development will offer five luxe, maintenance-free units in the walkable downtown area.
- Demand for short-stay options - Emporia experiences room shortages multiple times each year, has a limited inventory of high-end accommodations and has limited downtown accommodations to offer at any time during the year. Providing three short-stays in the heart of downtown is a highly sustainable way to contribute to these three deficits. A bonus advantage is the unique location within a beautiful and historic building.
- Developing Arts Community - Emporia has always been home to various artists and arts-centered events. The town is experiencing an increased appetite for more activities and outlets for art. Providing a space to host artists in residence and special outreach events will help the community by broadening perspectives, connecting community members, and elevating cultural infrastructure.

- Developing Culinary Tourism - The restaurant will be in the downtown food corridor. It will help drive culinary tourism by contributing to the diversity of restaurants, offering high-quality food, excellent service, and an inviting atmosphere.
- Event Space with Culinary Capabilities: Emporia has limited options for large parties with in-house catering. The restaurant will feature three spaces that will accommodate private events.
- Introduce Outdoor Dining - Proper outdoor dining is scarce in Emporia. The restaurant will offer a thoughtfully designed outdoor dining venue that is beautifully landscaped and perfectly maintained, with all of the service amenities typically found in larger metropolitan areas.

Marketing/Promotion Strategy

The Gazette Building Development has contracted with Lot + Ilk, a strategic design company, to create a logo and brand that reflects the historical significance of the building while representing the unique, upscale experiences it will offer.

The development will create and implement a comprehensive, year-round marketing strategy to promote all facets of the building and cross-promote the restaurant and event space. Primary marketing channels will be digital (e.g., internet ads, e-newsletters, social media platforms like Instagram, Facebook, Snapchat, Twitter, TikTok, etc.), video, radio, and print. Promotion will also occur through special events, guided tours, and participation in downtown and city-wide events (e.g., First Friday Artwalk, Unbound Gravel, Mainstreet events, etc.). The development will also maintain membership in the Emporia Chamber of Commerce and Emporia Main Street.

Technology

This development will feature an all-encompassing technology plan enhanced by our community's 5G Fiber Optic infrastructure. The special systems plan will include a fire alarm and sprinkler system, security system, door hardware schedule for secure access, TVs, computers, POS system for the restaurant, and software such as Quickbooks, Microsoft 365, and other booking and scheduling software.

Milestones & Metrics

This project will require a multi-phase approach:

- Phase One - Rehabilitate the main entrance and South office to create space for Mitchell-Markowitz Construction and Gazette Collective offices.
 - Anticipated completion: July 2024
 - Anticipated occupancy: August 2024
- Phase Two - Preserve the exterior of The Gazette building by restoring the exterior envelope of the building. Exterior repairs include replacing the exterior layer of the North brick wall and repairs to the interior brick, a complete tuck pointing on the entire building, refinishing and repairing wood elements on the facade, and replacing all non-historic windows with more historically accurate windows.

- Anticipated completion date: November 2024
- Phase Three - Rehabilitate the second story to create five residential units. At this stage, the units will have a white-box finish with the interiors roughed in with electrical, plumbing, mechanical, and sheetrock walls.
 - Anticipated completion: March 2025
- Phase Four - Rehabilitate the remainder of the main floor for the restaurant and three short-stays. This phase will include the kitchen build-out, main dining hall and overflow dining/event space build-out, refinishing and repair in William Lindsay White's office, build-out of ADA restrooms, an office and locker room for employees, configuration of refrigeration and storage areas, and upgrades to the patio space.
 - Anticipated completion: May 2025
 - Anticipated occupancy: June 2025
- Phase Five - Install final finishes in the residential units, including cabinets, trims, doors, countertops, bathroom fixtures, and flooring.
 - Anticipated completion: June 2025
- Phase Six - Rehabilitate the Southwest corner of the basement to create an artist studio.
 - Anticipated completion: October 2025
 - Anticipated occupancy: December 2025

Once these phases are complete, the development will measure success based on the number of residential units occupied and occupancy rates for the short-stays. The Gazette Building Development will identify a goal number of visiting artists and outreach events for the art studio each year. The restaurant will have separate metrics defined by its management.

Human Resources

Ownership Summary

The Gazette Building Development LLC is owned by RCM LLC and Mitchell-Markowitz Construction Inc. RCM LLC is owned by Rick and Colleen Mitchell. Mitchell-Markowitz Construction Inc. is owned by Rick Mitchell, president, and Blake Mitchell, vice president.

The owners bring a vast knowledge of construction, experience in development and historic preservation, and vision to the project. Rick and Blake have more than 60 years of combined construction experience and have completed numerous projects of varying sizes and complexities. Colleen has successfully renovated and managed short-stays for several years through her business, Coco's Casas. All three have a passion for preserving architectural treasures and improving the community.

Management Summary

Property Management will fall under the leadership of Sarah Eimer, Marketing & Development for The Gazette Building Development. She has been involved with the project since the early stages and is passionate about the community and repurposing historic buildings. Her background includes event planning, hospitality, sales, and fundraising. She will lead marketing

and development efforts and become the central point of communication between the owners, tenants, and any contracted vendors. She will oversee the short-stay booking and develop an action plan to run day-to-day operations and maintain the property. She exhibits excellent customer service and is professional, intuitive, organized, and reliable.

A third-party cleaning company will be used for the short-stays from one booking to another, ensuring guest satisfaction when they visit the property. They will also clean and maintain the building's public spaces. The property manager will continuously inspect for mechanical or cosmetic issues resulting from normal wear and tear and ensure those are promptly addressed.

Consultants

This development has secured a team of experienced consultants to ensure the plan is well thought out and ultimately successful. Some of these professionals include:

- Legal: Polsinelli Law Firm
- Accounting: Agler & Gaeddert, Chartered
- Insurance: ICI Insurance
- Financial: Lyon County State Bank
- Architectural: Ben Moore of Ben Moore Studio and Bobbi Pearson
- Interior Design: Victoria Sass of Prospect Refuge Studio
- Marketing & Concept Development: Jamie Darcy and Justin Ogleby of Lot + Ilk
- Restaurant Development: Pedro Concepcion of K.I.T Solutions
- Mainstreet: Casey Woods, Executive Director
- Visit Emporia: Lelan Dains, Director
- City of Emporia: Trey Cocking, City Manager

Financial Plan

A comprehensive financial plan is necessary to ensure the development is successful and that the rehabilitation is completed at the high standard this building deserves. Rick, Colleen, and Blake Mitchell have made significant capital investments through RCM LLC and Mitchell-Markowitz Construction Inc.

The Kansas State Department of Commerce awarded the development a Community Development Block Grant (CDBG) for \$250,000 for a fire alarm system, additional sprinkler lines, and window replacement. They also awarded a Historic Economic Asset Lifeline (HEAL) grant of \$100,000 to the development to help offset the costs of a new elevator, stairwell, and insulation/soundproofing to help bring the second story back online for housing. The Rural Energy for America Program (REAP) awarded the project \$84,000 for solar panels.

This will also be a Federal and State Historic tax credit project. Applications for the Industrial Revenue Bond (IRB) and Reinvestment Housing Incentive District (RHID) offered by the City of Emporia and State of Kansas are in process. Traditional lending through Lyon County State Bank will be considered for the remaining balance needed to complete the project as outlined in this plan.

The Gazette Building Development LLC
Sources & Uses

	USES	SOURCES	FUTURE SOURCES
ACQUISITION OF LAND & BLDGS:			
Land & Existing Structure	\$ 365,000		
Additional Land - South of Building	\$ 15,000		
REHABILITATION:			
Construction Costs (modified sq ft)*	\$ 5,452,195		
Patio Construction	\$ 500,000		
Construction Contingency*	\$ 350,000		
Hazardous Waste Removal	\$ 75,000		
Furniture, Fixtures, & Equipment	\$ 750,000		
ARCHITECTURAL & ENGINEERING FEES:			
Architectural & Engineering Fees	\$ 344,871		
INTERIM COSTS:			
Insurance (2022 & 2023)	\$ 21,600		
Real Estate Taxes (2022 & 2023)	\$ 29,336		
FINANCING FEES AND EXPENSES:			
Construction Loan	-		
Construction Loan - Due Diligence and Legal	-		
Permanent Loan	-		
SOFT COSTS:			
Legal Fees	\$ 75,000		
Accounting Fees	\$ 75,000		
CONTRACTOR FEE/OVERHEAD:			
Contractor Fee/Overhead*	\$ 870,329		
DEVELOPER FEES:			
Developer Fee (10%)	\$ 854,333		
<i>*Reflected in the attached Cost Estimate from Mitchell-Markowitz Construction</i>			
TOTAL USES	\$ 9,777,664		
OWNER INVESTMENT			
Capital Investment - Land & Existing Structure (RCM LLC - Deeded to The Gazette Building Development LLC)		\$ 365,000	
Capital Investment - Additional Land (Mitchell-Markowitz Construction - Deeded to The Gazette Building Development LLC)		\$ 15,000	
Capital Investment - Insurance for 2022 & 2023 (Mitchell-Markowitz Construction)		\$ 21,600	
Capital Investment - Property Tax for 2022 & 2023 (Mitchell-Markowitz Construction)		\$ 29,336	
Capital Investment - Developer Fee (10%)		\$ 854,333	
Capital Investment - Total Proceeds from Residential Unit Sales		\$ 2,170,000	
Grants			
Community Development Block Grant (CDBG)		\$ 250,000	
Rural Energy for America Program Grant (REAP)		\$ 84,000	
Historic Economic Asset Lifeline (HEAL) Grant		\$ 100,000	
Bridge Loan - Tax Credits			
Federal Historic Tax Credit (20%)		\$ 1,293,439	
State Historic Tax Credit (30%)		\$ 1,940,159	
Loan			
Remaining Balance to Finance		\$ 2,654,797	
TOTAL SOURCES		\$ 9,777,664	
City + State Incentives			
Industrial Revenue Bond (IRB) - <i>This provides Sales Tax Exemption on material & labor, plus property tax abatement for the entire structure for ten years. The abated funds will be placed into a maintenance/future contingency fund for the property. This equity is reflected in yearly projections.</i>			\$ 172,000
Reinvestment Housing Incentive District (RHID) - <i>This incentive provides a property tax rebate for 25 years on the second-story housing, which will be placed into a maintenance/future contingency fund for the property. As we utilize both the IRB + RHID, the IRB will prevail for years 1-10, and the RHID will continue in effect for years 11-25. This equity is reflected in yearly projections.</i>			\$ 246,000
TOTAL			\$ 418,000

The Gazette Building Development LLC

Projections of Profit/Loss and Cash Flow

Year:

2025

PROFIT/LOSS

Seasonality - Short-term Lodging
Monthly Percentage

	January	February	March	April	May	June	July	August	September	October	November	December	Total
	6.00%	6.50%	7.50%	8.50%	8.50%	13.00%	6.00%	7.50%	8.50%	13.00%	7.50%	7.50%	100.00%
	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	100.00%
Income:													
Office - Mitchell-Markowitz Construction													
Space Rental	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	21,600
Water	54	54	54	54	54	54	54	54	54	54	54	54	648
Trash	50	50	50	50	50	50	50	50	50	50	50	50	600
Restaurant													
Space Rental	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	144,000
Water + Trash (City combines for restaurants)	500	500	500	500	500	500	500	500	500	500	500	500	6,000
Marketing & Promotion (Split 50/50 with GC)	398	398	398	398	398	398	398	398	398	398	398	398	4,776
Profit Share (66%) NOT UPDATED	13,318	22,189	39,929	48,800	39,929	39,929	22,189	39,929	39,929	31,059	31,059	39,929	408,189
Short Term Lodging Rentals	8,213	8,897	10,266	11,634	11,634	17,794	8,213	10,266	11,634	17,794	10,266	10,266	136,875
Art Studio	-	-	-	-	-	-	-	-	-	-	-	-	0
Residential Units - HOA Fees (all units)	3,163	3,163	3,163	3,163	3,163	3,163	3,163	3,163	3,163	3,163	3,163	3,163	37,956
Total Income	39,496	49,050	68,160	78,399	69,529	75,688	48,366	68,160	69,529	66,818	59,290	68,160	760,644
Cost of Goods Sold:													
STL - Room Amenities (5% per booking)	312	312	312	312	312	312	312	312	312	312	312	315	3,747
STL - Laundry (5% per booking)	312	312	312	312	312	312	312	312	312	312	312	315	3,747
STL - In-house labor to turn room (1hr@\$30/booking)	684	684	684	684	684	684	684	684	684	684	684	684	8,208
STL - Cleaning Fees (\$50/booking)	1,140	1,140	1,140	1,140	1,140	1,140	1,140	1,140	1,140	1,140	1,140	1,140	13,680
Total Cost of Goods Sold	2,448	2,448	2,448	2,448	2,448	2,448	2,448	2,448	2,448	2,448	2,448	2,454	29,382
Gross Profit	37,048	46,602	65,712	75,951	67,081	73,240	45,918	65,712	67,081	64,370	56,842	65,706	731,262
Operating Expenses:													
Office and Operating Supplies (3.25%)	1,284	1,594	2,215	2,548	2,260	2,460	1,572	2,215	2,260	2,172	1,927	2,215	24,721
Professional Fees													0
Bookkeeping	750	750	750	750	750	750	750	750	750	750	750	750	9,000
Accounting	83	83	83	83	83	83	83	83	83	83	83	83	1,000
Legal	250	250	250	250	250	250	250	250	250	250	250	250	3,000
Bank Fees													
Small Tools/Small Wares	100	100	100	100	100	100	100	100	100	100	100	100	1,200
Repairs & Maintenance	1,337	1,337	1,337	1,337	1,337	1,337	1,337	1,337	1,337	1,337	1,337	1,337	16,044
Marketing & Promotion (50% GC + 50% Restaurant)	796	796	796	796	796	796	796	796	796	796	796	796	9,552
Vehicle Expenses: fuel, tags, taxes	-	-	-	-	-	-	-	-	-	-	-	-	0
Travel: hotel/motel,etc.	-	-	-	-	-	-	-	-	-	-	-	-	0
STL: Evolve Rental Management 10%on75%bookings	1,027	1,027	1,027	1,027	1,027	1,027	1,027	1,027	1,027	1,027	1,027	1,027	12,318
STL: Debit/Credit Card Processing 3%on25%bookings	103	103	103	103	103	103	103	103	103	103	103	103	1,232
GC: Debit/Credit Card Processing	47	47	47	47	47	47	47	47	47	47	47	47	569
Insurance: Business/General Property/Liability	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000
Insurance: Owner/Employees Health	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	24,996
Licenses & Permits	-	-	-	-	-	-	-	-	-	-	-	-	0
Owner Salary	-	-	-	-	-	-	-	-	-	-	-	-	0
Employee Wages	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	62,400
Payroll Tax (11.15%)	580	580	580	580	580	580	580	580	580	580	580	580	6,958
Worker's Compensation Insurance (Clerical/Office .3%)	16	16	16	16	16	16	16	16	16	16	16	16	187
Employee Benefits (Other than Health Ins.)	-	-	-	-	-	-	-	-	-	-	-	-	0
Electric & Gas (GC Common Spaces, STL, Art Studio 4.240sf@1.51	534	534	534	534	534	534	534	534	534	534	534	534	6,408
Water (Entire Building)	950	950	950	950	950	950	950	950	950	950	950	950	11,400

The Gazette Building Development LLC

Projections of Profit/Loss and Cash Flow

Year:

2025

PROFIT/LOSS

	January	February	March	April	May	June	July	August	September	October	November	December	Total
<i>Seasonality - Short-term Lodging</i>	6.00%	6.50%	7.50%	8.50%	8.50%	13.00%	6.00%	7.50%	8.50%	13.00%	7.50%	7.50%	100.00%
<i>Monthly Percentage</i>	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	100.00%
Internet & Phone (GC Common Spaces, STL, Art Studio)	175	175	175	175	175	175	175	175	175	175	175	175	2,100
Trash & Recycling (4yd dumped twice/wk)	201	201	201	201	201	201	201	201	201	201	201	201	2,412
Other Contract Labor (snow removal, tree trimming, window	264	264	264	264	264	264	264	264	264	264	264	264	3,163
Pest Control (GC Common Spaces, STL, Art Studio, Residences)	125	125	125	125	125	125	125	125	125	125	125	125	1,500
Subscriptions (QuickBooks)	200	200	200	200	200	200	200	200	200	200	200	200	2,400
Annual Memberships (Main Street \$300, Chamber \$310)	51	51	51	51	51	51	51	51	51	51	51	51	610
Property Tax (estimate)	-	-	-	-	--	34,068	-	-	-	-	-	-	34,068
White Memorial Park Lease	100	100	100	100	100	100	100	100	100	100	100	100	1,200
Equipment Lease	-	-	-	-	-	-	-	-	-	-	-	-	0
Other/Contingencies	500	500	500	500	500	500	500	500	500	500	500	500	6,000
Total Operating Expenses	19,255	19,565	20,186	20,519	20,230	54,499	19,543	20,186	20,230	20,142	19,898	20,186	274,438
Profit Before Interest, Taxes, Deprec.	17,793	27,038	45,526	55,432	46,850	18,742	26,375	45,526	46,850	44,227	36,944	45,520	456,824
Other Income/Expense:													
Interest Expense	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Depreciation/Amortization-Building	14,957	14,957	14,957	14,957	14,957	14,957	14,957	14,957	14,957	14,957	14,957	14,957	179,487
Depreciation/Amortization-Equipment	0	0	0	0	0	0	0	0	0	0	0	0	0
IRB Property Tax Abatement (annually for 10 years)	0	0	0	0	0	0	0	0	0	0	0	(14,309)	(14,309)
RHID Property Tax Abatement (annually for 25 years)	0	0	0	0	0	0	0	0	0	0	0	(14,309)	(14,309)
Total Other Income/Expense	14,957	14,957	14,957	14,957	14,957	14,957	14,957	14,957	14,957	14,957	14,957	(13,660)	150,870
Profit before income taxes	2,836	12,080	30,569	40,475	31,893	3,784	11,418	30,569	31,893	29,270	21,987	59,180	305,954
Estimated Income Taxes	0			22,947		22,947			22,947				68,840
Net Profit	2,836	12,080	30,569	17,529	31,893	(19,162)	11,418	30,569	8,947	29,270	21,987	59,180	237,114

CASH FLOW

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Beginning Cash	0	17,793	44,831	90,357	122,843	169,693	165,488	191,863	237,389	261,293	305,521	342,465	0
+Cash Income	39,496	49,050	68,160	78,399	69,529	75,688	48,366	68,160	69,529	66,818	59,290	68,160	760,644
-Cost of Goods Sold/Inventory Purchases	(2,448)	(2,448)	(2,448)	(2,448)	(2,448)	(2,448)	(2,448)	(2,448)	(2,448)	(2,448)	(2,448)	(2,454)	(29,382)
-Cash Operating Expenses	(19,255)	(19,565)	(20,186)	(20,519)	(20,230)	(54,499)	(19,543)	(20,186)	(20,230)	(20,142)	(19,898)	(20,186)	(274,437)
-IRB Property Tax Abatement (annually for years 1-10)	0	0	0	0	0	0	0	0	0	0	0	14,309	14,309
-RHID Property Tax Abatement (annually for years 1-25)	0	0	0	0	0	0	0	0	0	0	0	14,309	14,309
-Estimated Income Taxes	0	0	0	(22,947)	0	(22,947)	0	0	(22,947)	0	0	0	(68,840)
-Loan Payment (Principal + Interest)	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
-Owner Draw	0	0	0	0	0	0	0	0	0	0	0	0	0
=Ending Cash Balance	17,793	44,831	90,357	122,843	169,693	165,488	191,863	237,389	261,293	305,521	342,465	416,602	416,602
<i>Monthly Cash Flow</i>	<i>17,793</i>	<i>27,038</i>	<i>45,526</i>	<i>32,486</i>	<i>46,850</i>	<i>(4,205)</i>	<i>26,375</i>	<i>45,526</i>	<i>23,904</i>	<i>44,227</i>	<i>36,944</i>	<i>74,137</i>	<i>416,602</i>



Commission Action Report

Consider Architect Contract for Design Phase of Fire Station Project

Title: Consider Architect Contract for Design Phase of the Fire Station Project

Agenda Date: March 20, 2024

Presented By: Brandon Beck, Fire Chief

Background:

Following the City Commission's strategic initiative for the replacement of the antiquated Fire Station #1, a selection process was undertaken to identify a suitable architectural firm for the project. GLMV Architecture, who is rebranding to Tessere, was initially the second choice. The City engaged another firm for the programming phase but has since determined it is in the City's best interest to proceed with GLMV for the subsequent design phase of the project.

Discussion:

GLMV's proposal and approach have been reassessed and are more closely aligned with the City's goals for the Fire Station #1 project, offering superior value in terms of innovation, functionality, and cost efficiency.

The proposed contract with GLMV outlines a fee structure of \$672,750, plus estimated reimbursable expenses of \$11,500. This arrangement ensures adherence to the City's budgetary constraints while striving for the highest standards of design and functionality.

Financial considerations:

Professional Fees: \$672,750.00

Estimated Reimbursable Expenses: \$11,500.00

This item will be paid out of the city's bond and interest fund.

Recommended action:

Award architect contract for design phase of the fire station project to GLMV.

Attachments:

Contract Agreement with GLMV Architecture for the Replacement of Fire Station #1

GLMV Submission for Emporia Fire Station Projects

AIA® Document B133® – 2019

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

AGREEMENT made as of the Nineteenth day of February 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, Kansas
104 E. 5th Avenue
Emporia, KS 66801-3918

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

GLMV Architecture, Inc.
1525 E. Douglas Avenue
Wichita, KS 67211-1608

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

City of Emporia Project Limited to the Following:

New Fire Station at Market Street and E. 5th Avenue in Emporia, Kansas

Architect's Project Number 22110R24001

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

Crossland Construction
3017 N. Cypress Drive
Wichita, KS 67226-4003

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.

Init.

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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.")

§ 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.)

The Owner's program will be defined as part of the Services delivered under this Agreement.

§ 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.)

The Project locations are as identified herein. Survey and geotechnical will be delivered as part of the Services covered by this Agreement.

§ 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.)

Currently estimated to be \$10,350,000

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

.1 Design phase milestone dates, if any:

To be determined

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.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

Not applicable

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

☒ 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 with the Owner and Construction Manager during the design phase.

§ 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.)

Not applicable

(Paragraph deleted)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

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

Brandon Beck, Fire Chief/Service Director
Emporia Fire Department
120 E. 5th Avenue
Emporia, KS 66801-3918
(620) 343-4235
bbeck@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:

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

Not applicable

§ 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)

.2
(Paragraphs deleted)
Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

Alerting, Data/Telecom, Audio/Visual and Furnishings: Exact vendors 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.)

Chad Bard, AIA, Project Manager
GLMV Architecture, Inc.
1525 E. Douglas Avenue
Wichita, KS 67211
(816) 444-4200
chad.bard@glmv.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1, 1.1.12.2, 1.1.12.3, and 1.1.12.4:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained by the Architect:

- .1 Structural Engineer:

To be determined

- .2 Mechanical Engineer:

To be determined

- .3 Electrical Engineer:

To be determined

- .4 Civil Engineer:

GLMV Architecture, Inc.
1525 E. Douglas Avenue
Wichita, KS 67211
(316) 265-9367

- .5 Landscape Architect:

GLMV Architecture, Inc.
1525 E. Douglas Avenue
Wichita, KS 67211
(316) 265-9367

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(Paragraphs deleted)

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

Refer to Architect's Proposal, attached as Exhibit A-1.

§ 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.

§ 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, 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.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 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 One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) 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 accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, 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.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, and One Million Dollars (\$1,000,000) 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 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. 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.

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.

§ 3.2 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. 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.

§ 3.3 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 Owner and Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of review comments and the Construction Manager's 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 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 Owner and 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 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 Owner and 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.

§ 3.6 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 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 inspections 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 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 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 inspections, (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 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 inspections 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 inspection 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 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	Not Provided
§ 4.1.1.2 Programming	Owner
§ 4.1.1.3 Multiple Preliminary Designs	Owner
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided

Init.

Supplemental Services	Responsibility (Architect, Owner, or 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	Architect
§ 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 and audio/visual design	Owner
§ 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	Supplier-designed, Architect-coordinated, Owner-selected
§ 4.1.1.28 Other services provided by specialty Consultants	Owner
§ 4.1.1.29 Land Surveying	Owner
(Row deleted)	
§ 4.1.1.30 Geotechnical Engineering	Owner
§ 4.1.1.31 ICC500 Storm Shelter Inspections	Owner

§ 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.)

Refer to Architect's Proposal, attached as Exhibit A-1.

§ 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.)

Refer to Architect's Proposal, attached as Exhibit A-1.

(Paragraph deleted)

Init.

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§ 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 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .10 Assistance to the Initial Decision Maker, if other than the Architect;
- .11 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;
- .12 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .13 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment; and
- .15 Other Additional Services as identified in Exhibit A-1.

§ 4.2.2 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 required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect only for the services provided upon 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.

§ 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 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager;
- .2 Twenty-four (24) visits to the site by GLMV Architecture during construction;
- .3 Two (2) inspections 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 Two (2) inspections 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 Thirty (30) 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.

(Paragraphs deleted)

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

(Paragraph deleted)

§ 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 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 10 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.

(Paragraph deleted)

§ 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 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.

(Paragraph deleted)

§ 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.

§ 8.2 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 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.

§ 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)

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

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 for 30 consecutive days, the Architect shall be compensated for all 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.

§ 9.6 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 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:

Not applicable

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

Not applicable

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 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.

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.

§ 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 when required by law, 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)

A Stipulated Sum of Six Hundred Seventy-Two Thousand Seven Hundred Fifty Dollars (\$672,750) plus Reimbursable Expenses estimated to be Eleven Thousand Five Hundred Dollars (\$11,500).

- .2 Percentage Basis: Not applicable
 (Insert percentage value)

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

- .3 Other: Not applicable
 (Describe the method of compensation)

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1, 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.)

To be determined prior to Additional Supplemental Services being performed.

§ 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.)

To be determined prior to Additional Services being performed.

§ 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 Ten percent (10%), or as follows:

(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

§ 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	twenty	percent (	20	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	forty	percent (	40	%)
Construction Phase	twenty	percent (	20	%)
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.

(Paragraphs deleted)

§ 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.)

Refer to Exhibit B.

(Table deleted)

§ 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 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; and
- .10

(Paragraphs deleted)

Travel expenditures for consultants.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent (15%) of the expenses incurred.

§ 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.)

Not applicable

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$0) 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 Forty-five (45) 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.)

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 SALES TAX

In the event the laws of the State of Kansas should change in such a way so as to require the Architect to charge sales tax for the services and reimbursable expenses to be invoiced to the Owner under this Agreement, any such sales tax due shall be payable by the Owner in addition to the Compensation otherwise due under this Agreement.

§ 12.2 INDEMNIFICATION/HOLD HARMLESS

§ 12.2.1 Architect agrees to indemnify and hold harmless the Owner and its agents and/or employees from damages, liabilities, or costs including reasonable attorney's fees and defense costs for personal injury, bodily injury, property damage, and/or death arising out of the Architect's or any of its agents', servants', and/or employees' negligent acts, and/or negligent failures to act, in the performance of this Agreement. Neither acceptance of the completed Work nor payment therefore shall release the Architect from his/her obligation under this Paragraph.

§ 12.2.2 Owner agrees to indemnify and hold harmless the Architect and its agents and/or employees from damages, liabilities, or costs, including reasonable attorney's fees and defense costs for personal injury, bodily injury, property damage, and/or death arising out of the Owner's or any of its agents', servants', and/or employees' negligent acts, and or negligent failures to act, in the performance of this Agreement. Neither acceptance of the completed Work nor payment therefore shall release the Owner from his/her obligation under this Paragraph.

§ 12.2.3 This indemnification is subject to the limitations and provisions of the Kansas Cash Basis Law, K.S.A. 10-1101 et seq.

§ 12.2.4 Neither the Owner nor the Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

§ 12.2.5 For damages, losses, or liability arising under the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., such hold harmless and indemnification shall be limited by operation of K.S.A. 75-6105 and amendments thereto, and construction thereof by the courts of the State of Kansas.

§ 12.2.6 This agreement to indemnify/hold harmless shall not run in favor of or inure to the benefit of any liability insurer or third party.

12.3 LIMITATION OF LIABILITY

Neither the Architect, Architect's subconsultants, nor their agents or employees shall be jointly, severally, or individually liable to the Client in excess of the compensation to be paid pursuant to the Agreement or One Million Dollars (\$1,000,000), whichever is greater, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty, or negligence.

12.4 AVAILABILITY OF PROFESSIONAL LIABILITY INSURANCE

The Architect agrees to maintain professional liability coverage for the period of design and construction of the Project, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, "reasonably available" and "commercially affordable" shall mean that more than half the architects practicing the same professional discipline in the state where the project is located are able to obtain such coverage.

12.5 UTILIZING CAD OR REVIT DRAWINGS

12.5.1 In accepting and utilizing any drawings or other data on any form of electronic media generated and provided by the Architect, the Owner covenants and agrees that all such drawings and data are instruments of service of the Architect, who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyrights. The Owner and the Architect agree that any CAD or Revit files prepared by either party shall conform to the specifications listed in the attached Exhibit. The electronic files submitted by the Architect to the Owner are submitted for an acceptance period of 30 days. Any defects the Owner discovers during this period will be reported to

the Architect and will be corrected as part of the Architect's Basic Scope of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

12.5.2 The Owner further agrees not to use these drawings and data, in whole or in part, for any purpose or project other than the Project which is the subject of this Agreement. The Owner agrees to waive all claims against the Architect resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than the Architect.

12.5.3 In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone other than the Architect or from any reuse authorized or permitted by the Owner of the drawings and data without the prior written consent of the Architect.

12.5.4 Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Owner be deemed a sale by the Architect, and the Architect makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

12.6 SEVERABILITY

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.

12.7 SURVIVAL

Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

12.8 CERTIFICATIONS, GUARANTEES AND WARRANTIES

The Architect shall not be required to sign any documents, no matter by whom requested, that would result in the Architects having to certify, guarantee or warrant the existence of conditions whose existence the Architect cannot ascertain. The Owner also agrees not to make resolutions of any dispute with the Architect or payment of any amount due to the Architect in any way contingent upon the Architect's signing any such certification. As used herein, the word "certify" shall mean an expression of the Architect's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Architect.

12.9 FORCE MAJEURE

The Owner shall not hold the Architect responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the Architect, or that could not have been reasonably foreseen and prevented including, but not limited to, fire, weather, floods, earthquakes, epidemics, war, riots, terrorism, strikes, and unanticipated site conditions.

§ 12.10 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Architect agrees during the course of this Agreement with the Owner and any resulting Consultant agreements:

§ 12.10.1 to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.); the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.); the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA); and Title VII of the Civil Rights Act of 1964, as amended, and to not discriminate against any person because of ancestry, race, color, religion, sex, sexual orientation, gender identity, pregnancy, age, national origin, disability, low income, genetic information, familial status, or any other basis prohibited by Kansas State or federal law, in the admission or access to, or treatment or employment in, its programs or activities;

§ 12.10.2 to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer";

§ 12.10.3 to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116;

§ 12.10.4 to include these provisions in every Consultant agreement or purchase order so that they are binding upon such Consultant or vendor;

§ 12.10.5 that a failure to comply with the reporting requirements of 12.10.3 above or if Architect is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part, by the Owner.

§ 12.11 WAIVER

A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision during the remainder of this Agreement.

§ 12.12 CASH BASIS AND BUDGET LAW

The right of the Owner to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1101 et seq.), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted to ensure the Owner conforms with these laws at all times. The Owner reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of the Owner's legal counsel, the Agreement may be deemed to violate the terms of any laws of the State of Kansas.

§ 12.13 Architect is an independent contractor and, as such, is not an agent or employee of the Owner.

§ 12.14 This Agreement shall not be assigned or transferred by Architect without the written consent of the Owner.

§ 12.15 Architect certifies it has not engaged in corrupt, fraudulent, or coercive practices in competing for, or in executing the Agreement. For the purposes of this Paragraph:

- .1 "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
- .2 "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
- .3 "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement

12.16 SUSPENSION OF SERVICE

12.16.1 If the Owner is in breach of the payment terms or otherwise is in material breach of this Agreement, the Architect may suspend performance of services upon seven calendar days' notice to the Owner.

12.16.2 GLMV shall make every effort to submit an invoice for completed Construction Documents seven days prior to the issuing of documents to local governing authorities. A condition of this Agreement is that payment of the current invoice and/or all outstanding invoices shall be made prior to the issuing of documents to local governing authorities.

12.16.3 GLMV reserves the right to place a lien on the property upon failure by the Client to pay any outstanding invoices within 60 days of the date of the Architect's invoice. If payment of all outstanding invoices is not collected by 90 days from the date of the Architect's invoice, GLMV reserves the right to take collection action against the Client and stop all work on the Project, including but not limited to issuing pricing, plan check, bidding, or construction documents, or answering field questions.

12.16.4 The Architect shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension, lien or collection action caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client or curing of such other breach which caused the Architect to suspend services, the Architect shall resume services and there shall be an equitable adjustment to the remaining Project schedule and Fees as a result of the suspension.

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
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this agreement.)

Not applicable

- .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.)

Not applicable

☐ 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.)

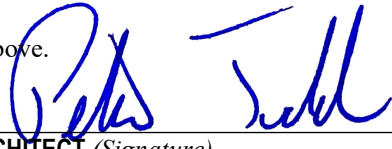
- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Additional Project Information, Scope of Services and Assumptions, attached as Exhibit A-1
Hourly Billing Rates, attached as Exhibit A-2
Sample Invoice, attached as Exhibit A-3
Electronic File Disclaimer, attached as Exhibit A-4

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

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

Peter A. Todd, AIA, Community Division Lead
KS License 6074

(Printed name, title, and license number, if required)

Init.

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User Notes:

(1348761203)

February 13, 2024

via e-mail

Mr. Trey Cocking, City Manager
City of Emporia
104 E. 5th Avenue
Emporia, KS 66801

Re: Proposal for Professional Design Services
New Fire Station – Emporia, Kansas

Dear Trey:

We appreciate the opportunity to provide Design Services for the new Emporia Fire Station. This will serve as our Proposal for Professional Design Services for the Project listed below.

PROJECT:

This Project is for a new Fire Station in Emporia, Kansas. The scope of Work for this Project will include the following.

1. The facility will be one story with a total area of approximately 23,000 square feet.
2. Programming and Schematic Design have been started for the facility and will need to be further developed before moving into Design Development.
3. The structure and exterior of the facility has yet to be determined.
4. An ICC 500 storm shelter will be included in the Project.
5. Geotechnical, site surveying, third-party structural storm shelter inspections, alerting system, furniture selection and procurement, and low-voltage systems services will be provided by the Owner and coordinated by the Design Team.
6. The facility will be located east of existing Fire Station 1.

It is our understanding that you will be utilizing Construction Management at Risk (CMAR) as the construction delivery method and Crossland Construction will be the CMAR.

Our scope of Services will include Architecture, Civil, Structural and Mechanical/Plumbing/Electrical (M/E/P) Engineering, Landscape Architecture, and Interior Design. At \$450 per square foot, the anticipated construction cost for the Project is estimated at Ten Million Three Hundred Fifty Thousand Dollars (\$10,350,000).

PROJECT TEAM:

It is our understanding that our office will be working and coordinating our work with Brandon Beck as the primary contact. It is our intention to address all correspondence on this Project to Mr. Beck unless we are directed otherwise.

For GLMV Architecture, Peter Todd will be Principal-in-Charge for the Project, with Chad Bard, AIA, acting as the designated representative and Project Manager. Our team will also include additional architectural staff as necessary to complete your Project in a timely manner. Correspondence should be addressed to the attention of Mr. Bard.

The consultant team for this Project has yet to be determined.

SCOPE OF SERVICES:

This section describes the general Scope of Services and includes the following:

1. Meet with the Client to establish administrative procedures, establish a timeline for the Project and gather additional information from the Client-provided concept design.
2. Visit the site with the team.
3. Prepare two additional concept designs for review with the Client. The Concept Drawings will include a Site Plan, Floor Plan, and Exterior Elevations.
4. The CMAR will provide preliminary cost estimates.
5. Based on the approved concept and an understanding of the budget, prepare Design Documents to illustrate and describe the development of the approved Concept Documents and shall consist of 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 any other such elements as may be appropriate.
6. Present the Design Documents to the Client for approval.
7. Based on the approved Design Documents and any adjustments to the budget, prepare Construction Documents setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Project.
8. Review the Construction Documents Packages with the Client for an update on the Project and issuance to the CMAR.
9. Issue the Following Document Packages:
 - a. Long Lead Items Package
 - b. Earthwork, Underground, and Structural Package
 - c. Architecture and MEP Package
10. Coordinate engineering disciplines including civil, structural, mechanical, and electrical with the documents to ensure systems coordination.
11. Coordinate the interior design and provide finishes for the Project. Our Professional Services do not include the selection and specification of new furniture and furnishings, ordering of furniture and furnishings, or coordination/overview of the installation of furniture.
12. The Architect will compile a Project Manual/Specifications for the Project.
13. Submit completed Construction Documents to the City of Emporia for plan check, and make any corrections necessary for the CMAR to obtain a building permit.
14. We have included 12 in-person meetings with two GLMV staff for design meetings on the Project. All other meetings will be online.
15. The Architect shall provide administration of the Contract between the Owner and Contractor to include the following:
 - a. Answer questions during construction to clarify the design intent of the documents.
 - b. Up to 24 visits to the site at appropriate stages of construction to become generally familiar with the progress and quality of the Work.
 - c. Review and certify the amounts due the Contractor and shall issue certificates in such amounts.
 - d. Review Contractor submittal schedule.
 - e. Review and approve or take other appropriate action upon the 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.

- f. Conduct an evaluation to determine the date or dates of Substantial Completion and Final Completion.
- g. Upon request of the Client, conduct a ten-month warranty walk-through to review the facility operations and performance.

COMPENSATION:

Professional Fees will be a lump sum amount Six Hundred Seventy-Two Thousand Seven Hundred Fifty Dollars (\$672,750) plus estimated Reimbursable Expenses in the amount of Eleven Thousand Five Hundred Dollars (\$11,500).

REIMBURSABLE EXPENSES:

Professional Fees do not include Reimbursable Expenses as outlined in the following paragraph.

Reimbursable Expenses include transportation, lodging and subsistence for out-of-town travel, reproduction of documents, photography, shipping, postage, messenger or courier service charges, purchase of maps and similar documents, and other like expense, and as may be authorized by the Owner, professional renderings, scale models, mock-ups, off-hour expenses, and the fees of any special consultant retained by the team. Billings for such Reimbursable Expenses include an administrative fee of 15 percent.

PAYMENT:

GLMV Architecture shall submit invoices on a monthly basis for Compensation and Reimbursable Expenses due for Professional Services performed under this Proposal. Payments shall be due and payable within 30 days from the date of our invoice, and invoices unpaid after 31 days shall bear interest from the date payment is due at 1.5 percent per month.

Presuming we kick this Project off in March 2024, we anticipate billing this Project on the following schedule:

April.....	\$107,640
May.....	\$107,640
June.....	\$107,640
July.....	\$107,640
August	\$107,640
September through July 2025	approximately \$12,230 per month

Please note that Reimbursable Expenses as listed on this Proposal are in addition to the above-referenced numbers.

GLMV shall make every effort to submit an invoice for completed Construction Documents seven days prior to the issuing of Documents to local governing authorities. A condition of this Proposal is that payment of the current invoice and/or all outstanding invoices shall be made prior to the issuing of Documents to local governing authorities.

SCHEDULE:

See attached Exhibit A for proposed schedule.

ADDITIONAL SERVICES:

Services requested beyond the scope of Basic Services described above shall be considered Additional Services. Additional Services shall be provided if requested and authorized in writing by the Owner and will be performed on a lump sum amount to be mutually agreed to by both parties prior to beginning. Reimbursable Expenses for Additional Services shall be compensated as outlined above in Reimbursable Expenses.

PROJECT ASSUMPTIONS:

Our Services are based on the following assumptions:

1. We have not included fees for geotechnical services, site survey, third-party structural storm shelter inspections, alerting system design, low voltage systems design, legal descriptions, environmental studies or abatement, or demolition drawings for the removal of existing buildings on the site.
2. The Client will provide geotechnical services and site survey for GLMV's use.
3. We will use the 2015 IBC for the governing code.
4. Fees do not include printing costs, mailing and postage for distribution of Construction Documents for bidding.
5. Professional renderings are not included.
6. Plan review fees for permits and rezoning shall be paid by Client. All fees to obtain permit documentation, City or State inspections, or other fees to the Authorities Having Jurisdiction (AHJ) shall be paid by either the Client or the CMAR.
7. Value engineering studies and life-cycle cost analysis studies are not included.
8. Off-site improvements are not included.
9. Videos of the building, including fly-around and fly-through, are not included.
10. Specialty consultants not listed in this Proposal are not included.
11. GLMV has not included fees for any required materials testing or special inspections.
12. As-built Drawings are not included.
13. Electronic files to the Owner are not included. A release is required by the Client.
14. LEED Certification or other sustainable building certification processes are not included.

CLIENT'S RESPONSIBILITIES:

1. The Client will appoint a representative for this Project as the day-to-day contact, and decisions will be made in a timely fashion to keep the Project on schedule.
2. The Client will provide any existing drawings, documents or studies prepared by others for use by the Architect. The Architect shall be able to rely on the accuracy of the information provided.
3. The Client will make payments within 30 days of the date of the invoice from the Architect.

SCHEDULE:

The schedule for the Project will be based on a mutually agreeable timeline. The schedule shall include allowances for periods of time for the Owner's review, review and coordination of consultant's documents, and approval of submissions by authorities having jurisdiction over the Project. We have allotted six months to take the Project through the bidding phase and 12 months for construction.

This Proposal and the attached Terms and Conditions are valid for 60 days from the date of the Proposal. This Proposal shall be deemed accepted by you, if at your request, either by e-mail, telephone conversation

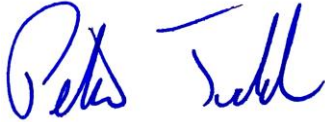
Mr. Trey Cocking
February 13, 2024
Page 5 of 5

or written correspondence, we begin work on the Project, notwithstanding your failure to issue a Purchase Order and/or authorize GLMV to prepare an AIA Agreement.

We appreciate the opportunity to submit this Proposal. If this Proposal is acceptable, please notify us, and we will prepare an AIA Agreement for your signature. We are ready to start work upon receipt of a signed Agreement for your Project.

Sincerely,

GLMV Architecture, Inc.

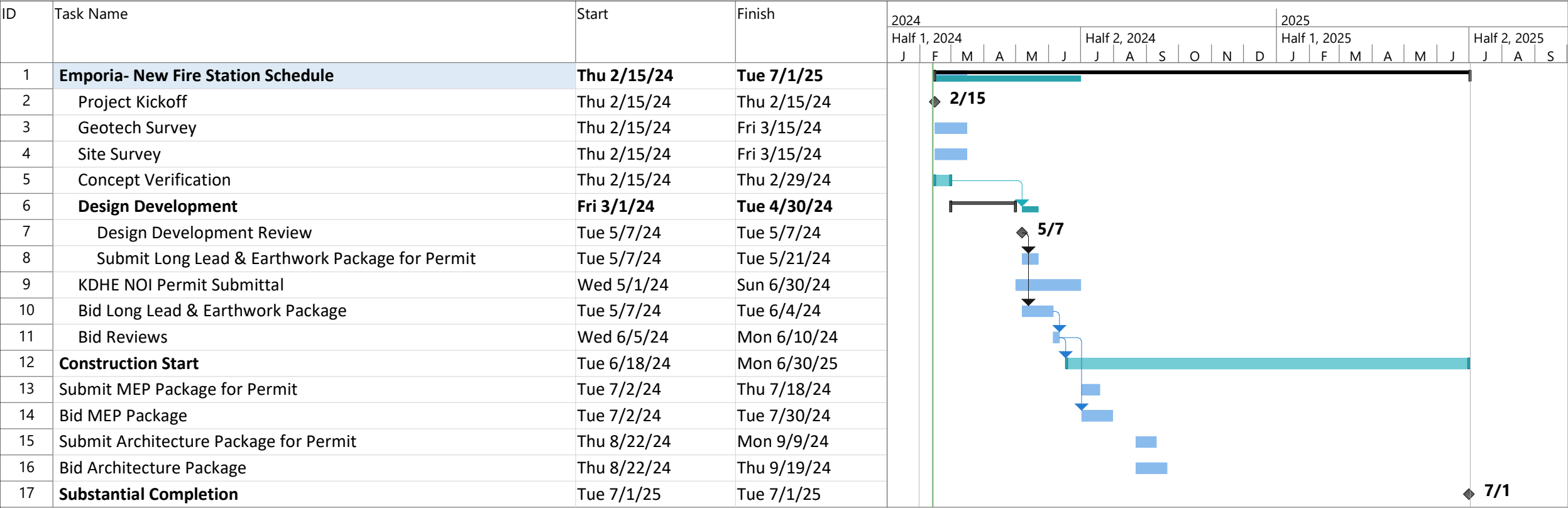


Peter Todd, AIA
Community Division Lead

PAT/sy

Enclosures

c (w/enc.): 2024H00000034



GLMV ARCHITECTURE, INC.

STANDARD TERMS AND CONDITIONS

GLMV Architecture, Inc. shall provide for the Client, in accordance with the following Standard Terms and Conditions, the Basic Services described in the attached Proposal for this Project. These Standard Terms and Conditions and an executed Agreement with the Proposal attached as an Exhibit comprise the entire Agreement between the Client and GLMV Architecture for the Project. The Agreement may be altered only written Supplemental Agreement.

INITIATION. Unless otherwise agreed, GLMV Architecture is authorized to proceed with the Services as listed in the Proposal.

BASIS OF COMPENSATION. GLMV Architecture will be compensated for Basic Services as described in the Proposal.

PAYMENT. GLMV Architecture shall submit invoices on a monthly basis for Compensation and Reimbursable Expenses due for Professional Services performed. Payments shall be due and payable within 30 days from the date of our invoice, and invoices unpaid after 31 days shall bear interest from the date payment is due at the prime rate plus 1.5 percent. GLMV reserves the right to suspend Services upon seven calendar days' written notice to the Client if the Client is in breach of the payment terms or other material breach of this Proposal. GLMV reserves the right to assert a lien on the property upon failure by the Client to pay any outstanding invoices within 60 days of the date of the Architect's invoice. If payment of all outstanding invoices is not collected by 90 days from the date of the Architect's invoice, GLMV reserves the right to take collection action against the Client and stop all work, including but not limited to plan check, bidding, Construction Documents or answering field questions. GLMV shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Proposal by the Client. Upon receipt of payment in full of all outstanding sums due from the Client or curing of such other breach which caused GLMV to suspend Services, GLMV shall resume Services and there shall be an equitable adjustment to the remaining Project schedule and Fees as a result of the suspension.

STANDARD OF CARE. GLMV Architecture shall perform its Services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances and perform its Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. If GLMV Architecture fails to meet the foregoing standard, GLMV Architecture will perform forthwith at its own cost, and without additional reimbursement from Client, the Services to correct errors and omissions in documents which are caused by GLMV Architecture's failure to comply with the above standard.

OPINIONS OF PROBABLE CONSTRUCTION COST. Since GLMV Architecture has no control over the cost of construction, labor, material or equipment, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, the opinions of probable construction cost which may be made in the course of this Work are to be made on the basis of GLMV Architecture's experience and qualifications in the industry, but GLMV Architecture cannot and does not guarantee that bids or project construction costs will not vary from the estimates, if any, prepared by GLMV Architecture.

USE OF DOCUMENTS. Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Proposal (Documents) are instruments of service and as such are applicable only to the subject Project. The Documents remain the Property of GLMV Architecture. The Documents shall not be used for any other purpose without the written authorization from, indemnification of, and consent of GLMV Architecture.

EQUAL OPPORTUNITY EMPLOYMENT. GLMV Architecture will comply with federal regulations pertaining to Equal Opportunity Employment. It is GLMV Architecture's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, disability, or religion.

INSURANCE. GLMV Architecture will maintain Employer's Liability and Worker's Compensation Insurance as well as Commercial General Liability, Automobile Liability Insurance and Professional Liability Insurance for GLMV Architecture's negligent acts, errors, or omissions in providing Services. A certificate of insurance is available to the Client upon request.

GLMV ARCHITECTURE INDEMNIFICATION/HOLD HARMLESS. The Architect shall indemnify and hold the Client and the Client's officers and employees harmless, but not defend, 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 Proposal. The Architect has no obligation to pay for any of the indemnitees' costs prior to a final determination of liability or to pay any amount that exceeds the Architect's final determined percent of liability based upon the comparative fault of the Architect, its employees, and its consultants.

CLIENT INDEMNIFICATION/HOLD HARMLESS. The Client shall indemnify and hold harmless GLMV Architecture, its directors, officers, employees, consultants and agents from and against any and all damages, losses and judgments arising from claims by third parties, liabilities or costs, including reasonable attorneys' fees and defense cost, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its' contractors, subcontractors or consultants or anyone for whom the Client is liable.

ADDITIONAL SERVICES. Services not included in this Proposal or which are considered to be beyond the extent of reasonable extrapolation of the Basic Services set forth in this Proposal shall be considered Additional Services. No Additional Services shall be performed nor shall compensation for Additional Services be paid except on the basis of a written Supplemental Agreement.

LIMITATION OF LIABILITY. Neither the Architect, Architect's subconsultants, nor their employees shall be jointly, severally, or individually liable to the Client in excess of compensation to be paid pursuant to this Proposal or Six Hundred Seventy-Five Thousand Seven Hundred Fifty Dollars (\$675,750), whichever is greater, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty, or negligence.

CLAIMS AND DISPUTES. Any action for claims arising or related to this Proposal or the Project that is the subject of this Proposal shall be governed by the laws of the State of Kansas. Mediation is an express condition precedent to the filing of any legal action. Unless the parties agree otherwise, the mediation shall be conducted in accordance with the Construction Mediation Rules of the American Arbitration Association.

SUBLETTING OR ASSIGNING CONTRACT. Neither GLMV Architecture nor Client shall assign, transfer, or encumber any rights, duties, or interests accruing from this Proposal without the express prior written consent of the other. This Proposal shall be binding upon the parties hereto and their successors and assigns.

TERMINATION OF PROPOSAL. The right is reserved by either party to terminate this Proposal at any time, upon seven days' written notice. However, GLMV Architecture shall be paid the reasonable value of the Services rendered up to the time of termination on the basis of compensation and payment provisions of this Proposal.

-End of GLMV Architecture
Standard Terms and Conditions-

GLMV Standard Billing Rates
Effective January 1, 2024

Description	Billing Rate/Hour
Executive Management	\$310
Principal In Charge	\$240
Project Manager V	\$230
Project Manager IV	\$190
Project Manager III	\$180
Project Manager II	\$160
Project Manager I	\$135
Architect V	\$200
Architect IV	\$180
Architect III	\$165
Architect II	\$145
Architect I	\$135
Job Captain	\$145
Intern Architect V	\$138
Intern Architect IV	\$130
Intern Architect III	\$125
Intern Architect II	\$115
Intern Architect I	\$105
Architectural Illustrator IV	\$170
Architectural Illustrator III	\$155
Architectural Illustrator I	\$135
Landscape Architect IV	\$160
Landscape Architect III	\$148
Landscape Architect II	\$135
Landscape Architect I	\$118
Intern Landscape Architect III	\$120
Intern Landscape Architect II	\$115
Intern Landscape Architect I	\$105
Interior Designer IV	\$145
Interior Designer III	\$135
Interior Designer II	\$115
Intern Interior Designer	\$100
Cost Estimator IV	\$170

Description	Billing Rate/Hour
BIM Technician III	\$125
BIM Technician II	\$95
BIM Technician I	\$75
Drafter	\$90
Project Administrator	\$135
Administrative Assistant IV	\$130
Administrative Assistant III	\$105
Administrative Assistant II	\$95
Administrative Assistant I	\$85
Accounting Manager	\$150
Staff Accountant	\$120
Construction Administrator I	\$140
Conservationist	\$135
Planner	\$250
Director of Engineering	\$280
Professional Engineer IV	\$230
Professional Engineer III	\$220
Professional Engineer II	\$195
Professional Engineer I	\$170
Civil Designer III	\$190
Civil Designer II	\$160
Civil Designer I	\$135
Engineer In Training III	\$165
Engineer In Training II	\$145
Engineer In Training I	\$130
Graphic Designer	\$90
BIM Coordinator	\$170

EXHIBIT A-3

February 1, 2024
Project No.: 12345R22001
Invoice No.: 111111

GLMV ARCHITECTURE, INC.
1525 E. Douglas
Wichita, KS 67211

GLMV Project No. _____
Project Name _____

Professional Services rendered for the period January 1, 2024 to January 31, 2024.
Fees

Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Schematic Design	XX,XXX.XX	100.00	XX,XXX.XX	XX,XXX.XX	XX,XXX.XX
Design Development	XX,XXX.XX	100.00	XX,XXX.XX	XX,XXX.XX	XX,XXX.XX
Construction Documents	XX,XXX.XX	50.00	XX,XXX.XX	XX,XXX.XX	XX,XXX.XX
Bidding	XX,XXX.XX	0.00	XX,XXX.XX	XX,XXX.XX	XX,XXX.XX
Construction Administration	XX,XXX.XX	0.00	XX,XXX.XX	XX,XXX.XX	XX,XXX.XX
Total Fee	XX,XXX.XX		XX,XXX.XX	XX,XXX.XX	XX,XXX.XX
Total Fee					XX,XXX.XX
Reimbursable Expenses					
Fees and Permits				XX,XXX.XX	
Travel				XX,XXX.XX	
Printing				XX,XXX.XX	
Postage				XX,XXX.XX	
Freight				XX,XXX.XX	
Total Reimbursables				XX,XXX.XX	XX,XXX.XX
Total this Invoice					\$XX,XXX.XX

ELECTRONIC FILE DISCLAIMER

At your request, GLMV Architecture is providing you with the requested electronic files for your convenience for the Project referenced in the attached Agreement. These files are subject to the following terms and conditions:

1. You assume all responsibility for the use of these files and any errors or omissions therein.
2. As applicable, these electronic files are compatible with the latest version of AutoCAD and/or Revit, unless otherwise specified. GLMV Architecture makes no representation as to the compatibility of these files with your hardware or software.
3. Data contained on these electronic files are part of our instruments of service and shall not be used by anyone else receiving these data through or from you for any purpose other than for a convenience in the preparation of shop drawings or coordination with the Design Team for the referenced Project.
4. Any other use or reuse by you or by others will be at your risk and without liability or legal exposure to GLMV Architecture.
5. You agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against GLMV Architecture, our Officers, Directors, Employees, Agents or Subconsultants that may arise out of or in connection with your use of the electronic files.
6. You agree, to the fullest extent permitted by law, to indemnify and hold us harmless against all damages, liabilities or cost, including reasonable attorneys' fees and defense costs, arising out of or resulting from your use or others' use of these electronic files.
7. In no event shall we be liable for any loss or profit or any consequential damages as a result of your use or reuse of these electronic files.
8. These electronic files are not Construction Documents. Differences may exist between these electronic files and corresponding hard-copy Construction Documents. We make no representation regarding the accuracy or completeness of the electronic files you receive.
9. In the event that a discrepancy arises between the signed or sealed Construction Documents prepared by us and the electronic files, the signed or sealed Construction Documents shall govern, and the Architect or Engineer shall be notified.
10. By your use of these electronic files, you are not relieved of your duty and others are not relieved of their duty to fully comply with the Contract Documents, including and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate work with that of other contractors for the Project.
11. The electronic files furnished by us shall be subject to an acceptance period of 14 calendar days during which the receiving party agrees to perform appropriate acceptance tests. We shall correct any discrepancies or errors detected and reported in writing within the

acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and we shall not have any obligations to correct errors or maintain electronic files. Because information presented on the electronic files can be modified, unintentionally or otherwise, we reserve the right to remove all indicia of ownership and/or involvement from each electronic display.

12. Under no circumstances shall delivery of the electronic files for use by you or others be deemed a sale by us, and we make no warranties, either express or implied, of merchantability and fitness for any particular purpose.
13. Your acceptance of these files is considered an acceptance of the above conditions. If these conditions are unacceptable, you shall reply via e-mail that you do not accept the conditions, delete these electronic files from your computer, and agree that they will in no way be used by you.

End of Disclaimer



ARCHITECTURE & ENGINEERING SERVICES FOR THE
CITY OF EMPORIA FIRE STATION PROJECTS



GLMVArchitecture



March 29, 2023

Ms. Kerry Sull
City Clerk
City of Emporia
104 E. 5th Avenue
PO Box 928
Emporia, KS 66801

Re: RFQ for Architecture & Engineering Services City of Emporia Fire Station Projects

Dear Ms. Sull:

GLMV Architecture is excited to submit our qualifications for design efforts for your fire station projects. Since our founding in 1919, GLMV has been honored to serve numerous local governments, like Emporia, throughout the Midwest. It is in our culture to program, plan, design, see through construction and the completion of facilities that bring long-lasting value, piece of mind and added quality of life to the communities we serve. We take pride in enriching people's lives through the built environment and transforming design challenges into opportunities. After reading through the request for proposals and attending the preproposal conference, our Team is confident that we understand the project's scope of work and accept the terms as outlined in the request for proposal.

Our clients deserve the best and most qualified team working on their behalf. The team that we have proposed for your project is no different. The Project Team outlined in the proposal has worked on all the referenced projects that are similar in scope and size to Emporia's important fire station projects. GLMV Architecture offers numerous services in-house. In addition to Architecture and Interior Design, GLMV also features a talented team for Civil Engineering, Landscape Architecture, and Cost Estimating. Our Team specializes in fire and rescue projects that bring current relevant experience. GLMV will bring Emporia current thinking, expertise and perspective that is unmatched here in the region. Our Team will stay engaged as an integral part from initial planning and design all the way through to the end of construction. For the remaining disciplines required for your projects, we have partnered with past and current collaborator Professional Engineering Consultants (PEC) for structural, mechanical, plumbing, and electrical engineering. They are a trusted partner, and we have decades of experience working with them. The new fire station in Derby, Kansas and under-construction Andover Fire Stations are a few projects this team collaborated on. With an integrated and well-rounded team, we will efficiently and effectively help Emporia achieve their project goals. Our team has deep experience together, experience on fire and rescue projects, and experience across Kansas.

We understand that there are great opportunities and a few challenges that might be ahead for the three projects. Our team enjoys the opportunity to take on challenges and we are here to address them as a team. We understand that a new Fire Station 1 will be located east of existing Fire Station 1. Our recommendation would be to first build the new Fire Station 1 while the current Stations 1 and 2 are still operating. Once the new Fire Station 1 is complete, our next step would be to start work on Fire Station 2 with the renovation and addition. Our team had the opportunity to tour Fire Station 2 with a couple of the Firefighters. During the tour we heard that there are challenges for the firefighters due to current space needs, locker rooms, living area, kitchen space, weight rooms, equipment locations, cleaning facilities,



sleeping quarters and apparatus storage. We have been successful in helping current and past fire stations work through these challenges. After Fire Station 2 is complete, we would wrap up design and constructions of Phase 3 at City Hall.

Our Team's philosophy is to keep the health and well-being of the crew front and center. We understand the physical and behavioral health threats that first responders face, not only on incidents in the field, but also back home at the station. Exposure to trauma and contaminants in the field has been linked to incidents and high rates of cancer, suicide, depression, and post-traumatic stress disorder (PTSD) that affect physical and behavioral health in the Fire and EMS/Rescue services. We believe architects who design these facilities have a responsibility to create stations that provide healthy environments for first responders.

Aspects of healthy design as practiced by our Team include integrating contaminant control features and arranging decontamination spaces to prevent the spread of contaminants within a station, frequently called "Hot Zone" design. Utilizing Immersive Design strategies, our station designs are marked using natural materials, textures and colors; abundant daylight throughout the station; a sense of security created by visual awareness of adjacent spaces; views to the outside natural world from most rooms in the station; and outdoor spaces for exercise, training, dining, and decompressing. Behavioral health and resiliency are enhanced by our focus on creating sleeping rooms with "ramped" altering systems that minimize sleep deprivation to encourage healthy sleep patterns that optimize REM sleep cycles.

In addition to addressing sound planning and technical considerations of a modern fire station, this project must also be a welcoming destination for your residents and should fit the fabric of the neighborhood in which it is embedded. We would love to explore and provide to you the best solutions to maximize your abilities and effectiveness. Our proposed team is highly experienced in planning and designing public facilities that work. We have full confidence that we can provide the leadership needed to shepherd your project through to successful completion.

These projects are a part of building for your future. We are delighted to share our Team's deep experience, and we are honored to have an opportunity to create a community asset with you and your stakeholders. We look forward to the opportunity to engage you in further conversation on your meaningful and exciting projects!

Sincerely,

GLMV Architecture, Inc.
Peter Todd, AIA
Principal-In-Charge
peter.todd@glmv.com



GLMV ARCHITECTURE

For more than a century, we have come to work ready to seize big ideas and make them real. With offices in Kansas City, Wichita, and Houston, GLMV offers a long history of enriching lives through the built environment. Our over 150-person team positions us as a respected leader that seizes big ideas while forging long-lasting relationships in the process.

In GLMV, you'll find a team of dedicated design professionals with Midwestern roots that understands the unique needs of our community. Through the years, we've served local governments, designing municipal infrastructure and facilities, public amenities, community gathering spaces, and cultural institutions to improve quality of life. Our team will be there for you, ready to help guide you to completion of your project.

Public Project Specialists

For decades, GLMV principals and staff have worked with public safety departments and local government to plan and design improved facilities for their communities. Through proper planning; smart, functional design; and sustainable use of resources, these facilities have provided value for tax dollars spent, improved employee efficiency, and supported proper community operations. We understand that there is not just one solution. Your Fire Department is unique, as is your community. It starts with listening to your needs and goals, then reconciling your operations with schedule, budget, aesthetics, and industry best practices. Clients can trust our services, achieved through a strong sense of collaboration and dedication that you and your community deserve.

Firm Locations:

WICHITA (Primary Location)

1525 E. Douglas
Wichita, KS, 67211
316.265.9367

KANSAS CITY

9229 Ward Parkway, Suite 210
Kansas City, MO, 64114
816.444.4200

HOUSTON

5120 Woodway Drive, Suite 10012
Houston, TX, 77056
281.870.1914

Years in Business:

103 Years (Since 1919)

Organizational Structure:

S-Corporation
Incorporated in the State of Kansas

Woman or Minority Owned

No.

Claims and Lawsuits

GLMV Architecture have no current, past, or pending judgments, claims, arbitrations, proceedings, or suites.



**POINT OF
CONTACT:**

Peter Todd
Principal-In-Charge

peter.todd@glmv.com
316.265.9367





GLMV provided design services for a new 23,163-square-foot fire station. Located closer to where the City's growth is taking place, this building will serve as the City of Derby's primary fire station.

The new station offers administrative offices for firefighters, fire chief, fire marshal and deputy chief. Other spaces include a training room, conference room, restrooms, day room, fitness room, locker rooms, a kitchen and nine bunks for firefighters. The four apparatus bays are designed without columns to provide flexibility in parking four to eight firetrucks and room for firefighters to maneuver.

The exterior of the facility focused on traditional, red brick and stone elements with a standing-seam metal roof. Site amenities include landscaping, walkways and a plaza with an eye-catching sculpture.

The City included additional site infrastructure improvements to the project during construction, adding to the final cost of construction. The project was completed on time and on budget.

Year Completed:
2020

Cost of Construction:
Bid: \$5,289,000
Final: \$5,500,000

Owner Contact:
City of Derby
Kathy Sexton
Former City Manager
City of Derby
Currently Interim Assistant City
Manager for the City of Wichita
455 N. Main
Wichita, KS 67202
316.268.4371

Contractor Contact:
Snodgrass and Sons Construction
David Snodgrass
2700 S. George Washington Blvd.
Wichita, KS 67210
316.687.3110





ANDOVER FIRE STATION

Andover, KS

Following a comprehensive study of the existing fire department headquarters for the City of Andover, Kansas, GLMV is planning and designing both a new headquarters facility and renovations to their existing facility. The existing facility was obsolete and could not support modern firefighting apparatus and limited the size and quantity of apparatus that could be utilized for firefighting operations. The study process established ideal functional requirements, critical adjacencies, and space needs.

Both municipal fire and County EMS are included in the projects, as well as limited on-site training. Hot Zone and immersive design strategies are both at the forefront of the design to provide contaminant control between apparatus bays and living quarters as well as to address behavioral health and resiliency through the use of natural materials, daylighting, and bunking strategies to mitigate sleep deprivation. The project is being delivered under the construction manager delivery method.

The study process also serves as benchmark for future development of new satellite fire stations for the City of Andover.

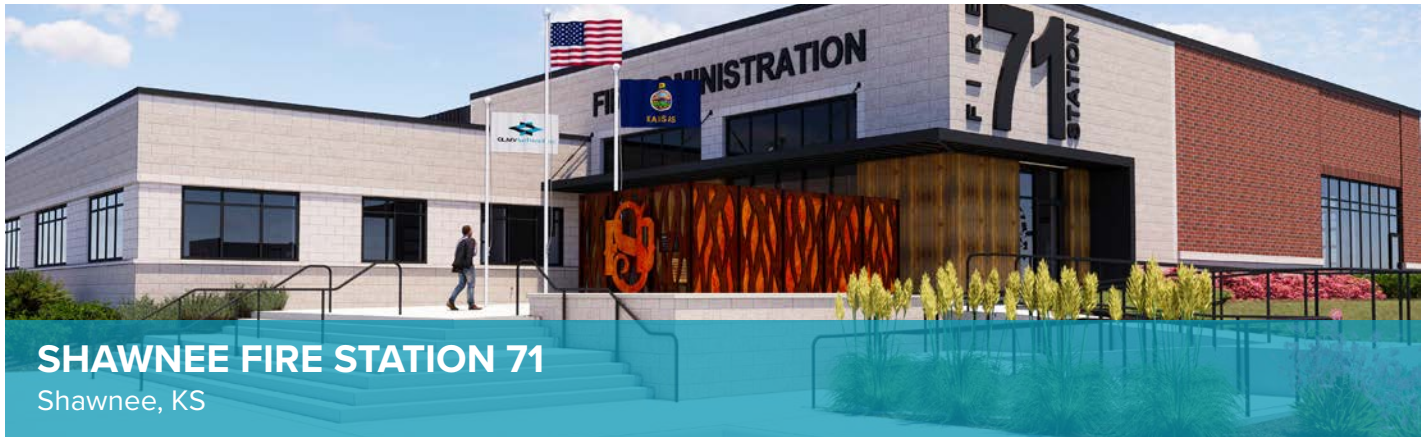
Materials used feature brick and stone and convey a sense of civic presence and reinforce the dignity of the fire department's role in the community. The project budget was established by GLMV through our in-house cost estimator and served as the basis for the ballot measure that allocated funding for the project. The project is currently under construction.

Year Completed:
Ongoing

Cost of Construction:
Bid: N/A
Owners Budget: \$8,500,000

Owner Contact:
City of Andover
Chad Russell
Fire Chief
911 N. Andover Road
Andover, KS 67002
316.733.1863

Contractor Contact:
Crossland Construction Company, Inc.
Wade Siebert
3017 N. Cypress Dr., Suite A
Wichita, KS 67226
316.942.9090



Following a comprehensive study of the existing fire department headquarters completed by GLMV, Satellite Fire Station 71 planned, designed, and is now currently working through construction of comprehensive renovation.

The project includes both Municipal Fire and County EMS. Hot Zone and immersive design strategies are both at the forefront of the design to provide contaminant control between apparatus bays and living quarters as well as to address behavior health and resiliency using natural materials, daylighting, and bunking strategies to mitigate sleep deprivation. Chronic sleep deprivation is associated with general increase in health complaints and musculoskeletal problems, higher body weights, a greater risk of obstructive sleep apnea, and heightened levels of cardiovascular disease, and cancer. Improving site circulation and separating apparatus from public traffic was also an integral goal for the City of Shawnee. Bringing modern fire station design thinking and providing the necessary administrative and operational functionality to aged and limited facilities presented unique challenges as the facilities did not have the necessary space or adjacencies to easily support improvements. A focus on health and wellness of the crew was paramount in the development of the design solutions. The exterior of Station 71 received a full revamp including new or heavily modified building envelope to provide a more energy-efficient and weather-tight solution, consistent image, and follow the City's municipal facility design style standards.

Station 71 is named for John B. Glaser, a fallen Shawnee firefighter. The family is involved in discussions regarding implementation of naming of the facility and in memorialization displays in the public lobby and training room of the headquarters portion of the building. The materials selected are in keeping with municipal standards and will utilize brick, stone, EIFS and stucco to convey a unified government building image. Station 71 provides the city with a community/event space and one of the bays is being used to display a historic fire truck.

GLMV worked hand-in-hand with the Construction Manager (CM) during the programming and master planning phase to establish the project's budget for the City. GLMV worked closely with the CM to leverage their expertise to establish the project cost. We are currently in CA on schedule and in budget.

Year Completed:

Ongoing

Cost of Construction:

Bid: N/A

Owners Budget: \$10,300,000

Owner Contact:

City of Shawnee
Caitlin Gard
Assistant City Manager
1110 Johnson Drive
Shawnee, KS 66203
913.742.6230

Contractor Contact:

Turner Construction Company
Christy Turner
Senior Project Manager
1220 Washington Street, Suite 100
Kansas City, MO 64105
816.845.0419



SHAWNEE FIRE STATION 73

Shawnee, KS

Following a comprehensive study of the existing fire department headquarters completed by GLMV, Satellite Fire Station 73 planned, designed, and is now currently working through construction of comprehensive renovation.

Municipal Fire and County EMS are included in the project. Hot Zone and immersive design strategies are both at the forefront of the design to provide contaminant control between apparatus bays and living quarters as well as to address behavior health and resiliency using natural materials, daylighting, and bunking strategies to mitigate sleep deprivation. Chronic sleep deprivation is associated with general increase in health complaints and musculoskeletal problems, higher body weights, a greater risk of obstructive sleep apnea, and heightened levels of cardiovascular disease and cancer. Improving site circulation and separating apparatus from public traffic was also an integral goal for the City of Shawnee. Bringing modern fire station design thinking and providing the necessary administrative and operational functionality to aged and limited facilities presented unique challenges as the facilities did not have the necessary space or adjacencies to easily support improvements. A focus on health and wellness of the crew was paramount in the development of the design solutions.

Station 73 received additions to the exterior walls at new construction, but the remaining exterior walls are untouched. Both 71 and 73 are being improved to provide a more consistent image and follow the City's municipal facility design style standards.

GLMV worked hand-in-hand with the Construction Manager during the programming and master planning phase to establish the project's budget for the City and to leverage their expertise to establish the project cost. We are currently in CA on schedule and in budget.

Year Completed:

Ongoing

Cost of Construction:

Bid: N/A

Owners Budget: \$10,300,000

Owner Contact:

City of Shawnee
Caitlin Gard
Assistant City Manager
1110 Johnson Drive
Shawnee, KS 66203
913.742.6230

Contractor Contact:

Turner Construction Company
Christy Turner
Senior Project Manager
1220 Washington Street, Suite 100
Kansas City, MO 64105
816.845.0419



LEE'S SUMMIT FIRE STATION 4 AND 5

Lee's Summit, MO

GLMV is working with the City of Lee's Summit to design replacement facilities for Fire Station 4 and Fire Station 5. These are the oldest fire stations in the City and serve the most northern and southern limits of Lee's Summit. Neither fire station meets current design standards and do not include the needed space for their operations. Due to the cost and availability of land, both stations are being designed for small parcels, approximately one acre in size, which necessitates a two-story design. To make design and construction as efficient as possible, these projects are being advanced as a single prototypical design that will be constructed at each site.

Current best practices with regards to contaminant control, frequently called Hot Zone design, as well as design methodology that focuses on improving mental and behavioral health and reducing sleep deprivation are being implemented on this project. Of paramount importance is the health and wellness of the crew, which guides our design decisions for all fire station projects.

Given the market instability surrounding the pandemic in contrast with the fire department's desire to ensure their program and function for these stations are met, it was the City's intention to proceed with design and then evaluate market conditions and cost. GLMV has been working hand-in-hand with the Construction Manager to consider design and cost feasibility throughout all project phases and the City has allocated funding for these stations based upon what will be necessary to meet the fire department's needs.

Year Completed:

Ongoing

Cost of Construction:

Bid: N/A - CM@R Delivery
Owners Budget: \$9,300,000

Owner Contact:

City of Lee's Summit
Brian Austerman
Assistant Fire Chief
207 SE Douglas Street
Lee's Summit, MO 64063
816.969.1302

Contractor Contact:

McCownGordon
Arlen Kleinsorge
Project Executive
850 Main Street
Kansas City, MO 64105
816.960.1111



Emporia
Kansas



PRINCIPAL-IN-CHARGE

Peter Todd, AIA
GLMV Architecture



PROJECT MANAGER

Chad Bard, AIA
GLMV Architecture



PROJECT ARCHITECT

Christian Kaufman,
AIA, LEED GA
GLMV Architecture



INTERIOR DESIGNER

Christy Wendler,
NCIDQ, IIDA
GLMV Architecture



CIVIL ENGINEER

Angie Morgan, PE,
LEED AP
GLMV Architecture



MECHANICAL ENGINEER

Brandon Claassen,
PE, LEED AP
PEC



**ASSOCIATE
ELECTRICAL ENGINEER**

Kelby Ewert, PE
PEC



QA/QC

Fred Britain, AIA
GLMV Architecture



ARCHITECTURAL SUPPORT

Kyle Wilkerson
GLMV Architecture



LANDSCAPE ARCHITECT

Lori Guthridge, PLA, ASLA
GLMV Architecture



ELECTRICAL ENGINEER

Steve Vo, PE
PEC



STRUCTURAL ENGINEER

Michael Kelso, PE, SE
PEC



**TELECOMMUNICATIONS
DESIGNER**

Daniel Minks, PE, RCDD
PEC



COST ESTIMATING

Sky Hounsche,
MPM, CPE, CEP
GLMV Architecture



PETER TODD, AIA

Principal-in-Charge

Peter has experience with a wide variety of project types including Public Safety, Government, Municipal, Higher Education, K-12 Education, Commercial, Business, Manufacturing, Multi-Family Housing, Single Family Homes, and Churches. He has also established a history of skillfully working with multiple project team members including owners, contractors, engineers, local agencies, and code officials to achieve seamless project delivery.

Relevant Experience

- **City of Andover, Andover, KS**
 - New Fire Station
 - Fire Station Remodel
 - Fire Station Study
 - City Hall Remodel
- **Lee's Summit Fire Station 4 and 5, Lee's Summit, MO**
- **Shawnee Fire Station 71 and 73, Shawnee, KS**
- **City of Wichita, Wichita, KS**
 - Stryker Complex
 - Century II/Expo Hall/Power Plant Assessment
 - Advanced Learning Library
- **Sedgwick County Juvenile Detention Facility Remodel, Wichita, KS**
- **VA Outpatient Clinic, Rock Hill, SC**
- **VA Outpatient Clinic, Wake County, NC**
- **Plainfield Behavioral Health Hospital, Plainfield, IN**
- **Silver Oaks Behavioral Health Hospital, New Lenox, IL**
- **South Sound Behavioral Health Hospital, Lacey, WA**
- **Rice County Hospital Respiratory Therapy Remodel, Lyons, KS**
- **NewSpring Church, Wichita, KS**
 - Building Addition
 - Children's Addition
- **RedGuard Service Center, Baytown TX**
- **Unified School District 443, Dodge City, KS**
 - Central Elementary School
 - Dodge City Middle School
- **USD 285 Humboldt, Humboldt, KS**
 - District Facility Assessments and Improvements
- **Reno County Courthouse Renovations, Hutchinson, KS**
 - Earthquake Stabilization
- **USD 259 Middle School Assessments, Wichita, KS**
- **NewSpring Church, Wichita, KS**

Experience

Years with Current Firm: 7

Years with Other Firms: 11

Education

Bachelor of Architecture,
Kansas State University

Associates in Science, Butler
Community College

Registrations and Certifications

Licensed Architect: KS

National Council of Architectural
Registration Boards

Affiliations

American Institute of Architects,
Member



CHAD BARD, AIA

Project Manager

Chad has developed multiple projects with complex technical aspects during his career. He specializes in the design and construction of projects with extensive engineering components. As Senior Project Architect he handles project budgeting, staffing, document production, design coordination, and client relations. Seeing the process unfold and the client's vision come to life due to collaboration is his favorite part of any project he's a part of. Chad's design philosophy is to better the human experience through creating spaces that foster positive interaction, healthy lifestyles, and inclusion. With every project Chad is ready for collaboration, optimistic, and strives to find unique design solutions to meet client's needs.

Experience

Years with GLMV: 2

Years with Other Firms: 19

Education

Bachelor of Science in Architecture,
Ohio State University

Registrations

Licensed Architect: KS, MO

National Council of Architectural
Registration Boards

Affiliations

Member, American Institute of
Architects

Alumni Association President, Alpha
Rho Chi Demetrios, National Alumni
Director and Alumni Association
President

National Coed Fraternity for
Architecture and the Allied Arts

Relevant Experience

- **City of Andover**, Andover, KS
 - New Fire Station
 - Fire Station/EMS Renovation
- **City of Lee's Summit**, Lee's Summit, MO
 - Fire Station 4 and 5
 - Downtown Farmers Market
- **Shawnee Fire Station 71 and 73**, Shawnee, KS
- **City of Wichita**, Wichita, KS
 - East Police Patrol Station
 - Stryker Sports Complex Remodel
- **Olathe Fire Site Evaluation**, Olathe, KS
- **O'Fallon Regional Law Enforcement Training Facility**, O'Fallon, MO
- **Norfolk Police Facility Renovation/Expansion**, Norfolk, NE
- **Joplin Fire Station 7**, Joplin, MO
- **Grandview Police Maintenance Facility**, O'Fallon, MO*
- **Entrance Security Upgrades for Multiple U.S. Courthouses**, NE and MO*
- **Voice of the Martyrs**, Bartlesville, OK
 - South Wing Addition
 - Operations Center Addition
- **Federal Bureau of Prisons A USP Thomson Firing Range, Switchgear Enclosure, Facilities Offices, and Dining Facilities**, Thomson, IL*
- **Federal Bureau of Prisons USMCFP New Medical Reference Lab**, Springfield, MO*
- **Ground-Based Strategic Defense**, Hill AFB, UT*
- **USACE Joint Operations and Mission Planning Center**, Scott AFB, IL*
- **XTAL Lab Renovation**, Wright-Patterson AFB, Ohio*

**Indicates projects completed prior to joining GLMV*



CHRISTIAN KAUFMAN, AIA, LEED GA

Project Architect

Experience

Years with GLMV: 1

Years with Other Firms: 6

Education

Master in Architecture, Minor in
Community Planning, Kansas State
University

Registrations

Licensed Architect: KS

National Council of Architectural
Registration Boards

LEED Green Associate

As a detail-oriented and technical designer, Christian works to create not just beautiful spaces, but efficient and constructible designs. He does this through listening to the client and ensuring that the designed space is ideally suited to the end users. He enjoys the transition from initial project ideas to physical build. Christian believes that it's his job to make sure that clients receive spaces that elevate their businesses and their clients, and the health of their employees, not just meet their needs.

He enjoys problem solving and looking for ways to make projects come together more efficiently. He does this through listening to his client's needs and vision.

Relevant Experience

- **City of Andover**, Andover, KS
 - New Fire Station
 - Fire Station/EMS Renovation
- **Fire Station 4 and 5**, Lee's Summit, MO
- **Reno County Courthouse Space Utilization**, Hutchinson, KS



KYLE WILKERSON, ASSOCIATE AIA

Architectural Support

Experience

Years with GLMV: 7

Years with Other Firms: N/A

Education

Master of Architecture, Southern
Illinois University

Bachelors of Applied Science in
Architectural Studies, Southern Illinois
University

Affiliations

Associate Member, American Institute
of Architects

Kyle is a project designer with well-rounded experience in developing and maintaining the design concepts throughout the project's duration. He possesses the ability to efficiently manage multiple projects with creativity and rigor, making him an asset to the team. Kyle is a confident professional and quickly understands the critical project elements. In addition, Kyle focuses on giving attention to the overall concept as well as integrating the technical details.

Relevant Experience

- **City of Andover**, Andover, KS
 - New Fire Station
 - Fire Station/EMS Renovation
- **Fire Station 4 and 5**, Lee's Summit, MO
- **City of Wichita**, Wichita, KS
 - East Police Patrol Station
- **McPherson Community Center Renovation**, McPherson, KS
- **Law Enforcement Training Center**, Wichita, KS



CHRISTY WENDLER, NCIDQ, IIDA

Interior Designer

Christy brings her own brand of creative interior design to her projects. With a portfolio that cuts a wide path across several industries, she has mastered versatility and adapting spaces to the specific needs of her clients, all while staying up to date on the latest trends in finishes and furnishings.

Her experience in space planning, working on interactive conceptual design teams, and furniture procurement, in addition to comprehensive interior design services, make her invaluable in creating a welcoming, highly functional, and enduring space.

Experience

Years with GLMV: 16

Years with Other Firms: N/A

Education

Bachelors of Science, Interior Design,
Gerontology, Kansas State University

Registrations

NCIDQ Certified

Affiliations

International Interior Design
Association, Professional Member

Relevant Experience

- **City of Andover**, Andover, KS
 - New Fire Station
 - Fire Station/EMS Renovation
- **Fire Station 4 and 5**, Lee's Summit, MO
- **Shawnee Fire Station 71, 73**, Shawnee, KS
- **City of Wichita East Police Patrol Station**, Wichita, KS



LORI GUTHRIDGE, PLA, ASLA

Landscape Architect

A vice president and head of our landscape division, Lori has over 20 years of versatile experience in landscape architecture and site planning projects, including landscape planting and irrigation design, as well as streetscape design development. She is an expert in viewing her work through the lens of human experience, and works diligently to create subtle but transformative spaces from the ground up.

Lori has designed numerous types of site projects, including those for universities, libraries, civil buildings, schools, and others.

Experience

Years with GLMV: 22

Years with Other Firms: 4

Education

Bachelors of Landscape Architecture,
Kansas State University

Registrations

Licensed Landscape Architect: KS,
MO, TX

Affiliations

American Society of Landscape
Architects, Member

Relevant Experience

- **Police and Courts**, Great Bend, KS
- **Fire Station**, Colby, KS
- **City of Wichita**, Wichita, KS
 - East Police Patrol Station
 - New Fire Station 12
 - New Fire Station 13
 - New Fire Station 19
 - New Fire Station 4
 - New Fire Station 7
 - New Fire Stations 10 and 15



ANGIE MORGAN, PE, LEED AP

Civil Engineer

Angie is a Vice President at GLMV and leads the Site Division. She brings 15 years of experience in civil design and project solutions for a variety of municipal and federal facility types. She knows the importance of not only thoughtfully designing projects but also tracking them through construction to manage costs and schedules in a truly hands-on fashion.

Experience

Years with GLMV: 5

Years with Other Firms: 13

Education

Bachelors of Civil Engineering,
University of Kansas

Registrations

Licensed Professional Engineer: KS,
MO, AR, AZ, CO, FL, GA, ID, IL, IN,
IS, KY, NE, NM, NC, OH, OK, SC, TN,
TX, WI

Affiliations

International Interior Design
Association, Professional Member

Relevant Experience

- **Shawnee Fire Station 71, and 73**, Shawnee, KS
- **Fire Station 4 and 5**, Lee's Summit, MO
- **City of Wichita East Police Patrol Station**, Wichita, KS
- **City of Andover**, Andover, KS
 - New Fire Station
 - Fire Station/EMS Renovation
- **Ellis County Public Works**, Hays, KS
- **Police and Courts**, Great Bend, KS
- **Olathe Fire Site Evaluations**, Olathe, KS
- **McPherson Community Center Renovation**, McPherson, KS
- **City of Newton, New Maintenance Facility**, Newton, KS



FRED BRITAIN, AIA

Quality Assurance/Quality Control

With a unique portfolio of project experiences, Fred brings a rich and varied background. He oversees projects from design, planning, construction, and project management with the utmost efficiency. Fred combines different elements from his diverse project experience and utilizes his puzzle-like thinking to tailor to the needs and culture of the healthcare field. As an architect, he has had the opportunity to be directly involved with multiple projects. An **Emporia native**, he brings first hand knowledge, from new building construction and complicated multi-phase renovation projects.

Experience

Years with GLMV: 7

Years with Other Firms: 18

Education

Bachelors of Architecture, Kansas
State University

Registrations

Licensed Architect: KS

National Council of Architectural
Registration Boards

Affiliations

American Institute of Architects,
Member

Relevant Experience

- **City of Andover**, Andover, KS
 - New Fire Station
 - Fire Station/EMS Renovation
- **Fire Station 4 and 5**, Lee's Summit, MO
- **City of Wichita Century II Power Plant Assessment**, Wichita, KS
- **VA Outpatient Clinic Wake County**, Raleigh, NC



SKY HOUNSCHELL, MPM, CPE, CEP

Cost Estimator

With his eye for numbers and track record of accurate bid estimates, we count ourselves fortunate to have Sky on our team. As GLMV's in-house cost estimator, he has 27 years of experience developing cost estimates for projects of all types and sizes nationwide.

As a certified cost estimator, he provides project estimate management and cost estimate accuracy on projects from small private corporations to large international corporations to high level government agencies.

Experience

Years with GLMV: 14

Years with Other Firms: 13

Education

Master of Science in Construction Management, University of Missouri Kansas City

Bachelor of Business Administration, University of Missouri Kansas City

Registrations

Licensed Architect: KS

National Council of Architectural Registration Boards

Relevant Experience

- **City of Andover**, Andover, KS
 - New Fire Station
 - Fire Station/EMS Renovation
- **Fire Station 4 and 5**, Lee's Summit, MO
- **Fire Station**, Derby, KS
- **Joplin Fire Station**, Joplin, MO
- **Ellis County Public Works**, Hays, KS



STEVE VO, PE

Electrical Engineer

Steve is a principal and leader in the electrical group at PEC. In addition to his experience planning, designing, and managing project types ranging from municipal/civil facilities, fire stations, EMS buildings, police stations, schools, industrial facilities, and beyond, he is also versed in all types of project delivery methods. Steve understands the needs and intricacies of working with municipalities and various government agencies and keeping a keen eye on the fiscal responsibilities of our clients and owners, as we plan projects.

Experience

Years of Experience: 20

Education

Bachelor of Architecture Engineering, Kansas State University

Registrations

Professional Engineer: AZ, CT, DE, KS, ME, MD, MA, MO, MT, NE, NH, ND, OK, RI, SD, TX, VT, WY

Affiliations

Illuminating Engineering Society of North America (IESNA)

Relevant Experience

- **City of Derby Fire Station**, Derby, KS
- **City of Salina Fire Station 1 Addition**, Salina, KS
- **City of Mulvane EMS/Fire Station**, Mulvane, KS
- **City of Clinton**, Clinton, OK
 - Fire Station
 - Police Station and Jail Remodel
- **City Hall and Police Station Renovation**, Coffeyville, KS
- **Kiowa County Fire Station/EMS Vehicle Storage Building**, Greensburg, KS
- **Law Enforcement Center and Workout Building Remodel**, Newton, KS



BRANDON CLAASSEN, PE, LEED AP

Mechanical Engineer

Experience

Years of Experience: 21

Education

Bachelor of Mechanical Engineering,
Kansas State University

Registrations

Professional Engineer: AK, AZ, DC, ID,
KS, MD, MN, MO, NC, TN, UT, WA, WI,
WY

LEED Accredited Professional

Affiliations

American Society of Heating,
Refrigerating, and Air-Conditioning
Engineers (ASHRAE)

Brandon specializes in the design of heating, ventilation, and air conditioning (HVAC) systems, plumbing, and temperature control systems. His responsibilities include mechanical system surveys, building energy analysis, contract administration, and coordination with other design disciplines. He has experience in heat loads and computational fluid dynamics to analyze dispersion of heat. He has designed for both new and renovated educational, municipal, industrial, and commercial facilities. These specialties are portrayed in all of his fire station, police station, and city projects.

Relevant Experience

- **City of Wichita Fire Station 19**, Wichita, KS
- **City of Wichita Fire Station 4 and 9**, Wichita, KS
- **City of Derby Fire Station**, Derby, KS
- **City of Salina Fire Station 1 Addition**, Salina, KS
- **City of Coffeyville Fire Station Renovation**, Coffeyville, KS
- **City of Clinton Fire Station**, Clinton, OK
- **Police Station and Jail Remodel**, Clinton, OK



MICHAEL W. KELSO, PE, SE

Structural Engineer

Experience

Years of Experience: 23

Education

Bachelor of Architectural Engineering,
Kansas State University

Registrations

Professional Engineer: AK, DE, ID, IL,
IN, KS, KY, MI, MT, NV, OK, TN, TX,
WV, WI, WY

LEED Accredited Professional

Affiliations

Structural Engineers Association of
Kansas and Missouri (SEAKM)

Mike specializes in analyzing and designing buildings of all types with conventional steel, light-gauge steel, conventional concrete, and timber structures. These buildings include fire safety facilities, fire stations, and maintenance buildings. He is also proficient at schematic design, design development, final calculations and drawings, and coordination as needed. He has experience with complex structural analysis and design using computer modeling for both gravity and lateral loads.

Relevant Experience

- **City of Newton Fire Safety Training Facility**, Newton, KS
- **City of Andover Fire Stations**, Andover, KS
- **City of Salina Fire Station No. 1 Addition**, Salina, KS
- **Kiowa County Maintenance Building**, Greensburg, KS
- **City of Greensburg Maintenance Building**, Greensburg, KS
- **USD 385 Andover Maintenance Facility**, Andover, KS
- **Kansas Air National Guard (KANG) Smoky Hill Maintenance Facility**, Salina, KS



KELBY EWERT, PE

Electrical Engineer

Kelby is responsible for design calculations, production of construction documents, project construction administration, project meetings and design of electrical systems, including lighting, building power systems, data/telephone, fire alarm, public address systems, sound reinforcement systems, and video systems.

Experience

Years of Experience: 8

Education

Bachelor of Architectural Engineering,
Kansas State University

Registrations

Professional Engineer: Kansas

Affiliations

Illuminating Engineering
Society of North America (IESNA)

Kelby's experiences have included municipal/civil, industrial, and other projects that require high attention to detail, construction costs, security, and sensitivity to downtime. Her professional abilities are an asset to any town or city working on fire stations, police stations, or transportation facilities.

Relevant Experience

- **City of Andover Fire Stations**, Andover, KS
- **City Hall and Police Station**, Park City, KS
- **Park City Hall Low Voltage Systems Design**, Park City, KS
- **City Hall and Police Station Renovation**, Coffeyville, KS
- **New Haskell County Ambulance Center**, Sublette, KS



DANIEL A. MINKS, PE, RCDD

Telecommunications Designer

Danny is responsible for design calculations, production of construction documents, the design of electrical systems including building power systems, lighting systems design, and the design of low-voltage systems including fire alarm systems design, telephone/data system design, Community Antenna Television (CATV) systems design, access control systems design, intrusion detection systems design, and Closed Circuit Television (CCTV) systems design. He has experience in both new construction and renovation of industrial, military, commercial, and office buildings.

Experience

Years of Experience: 5

Education

Bachelors of Architectural
Engineering, Kansas State University

Registrations

Professional Engineer: Kansas

Registered Communications
Distribution Designer (RCDD)

Affiliations

Building Industry Consulting Services
International (BICSI)

Relevant Experience

- **McConnell Air Force Base Repair**, Wichita, KS
 - Basewide Grounding Study
 - Repair Building 522
 - Building 1170 Command Post Renovation
 - Building 412 Dole Center Renovation
- **Full Facility Restoration of the Maurice Britt Army Reserve Center**, North Little Rock, AR
- **Kansas Department of Transportation (KDOT)**, Wichita, KS
 - West Wichita Subarea Office Addition and Renovation
 - Hillside Area Shop Addition and Renovation



UNDERSTANDING YOUR PROJECT GOALS

GLMV principals and staff work with public safety departments and local governments to plan and design facilities for the improved safety of their communities. Through proper planning; smart, functional design; and sustainable use of resources, these facilities have provided value for tax dollars spent, improved employee efficiency, and supported proper community operations. We understand that there is not just one solution.

Your Fire Department and community are unique. We start with listening to your needs and goals, then reconciling your operations with schedule, budget, aesthetics, and industry best practices. Clients can trust our services, achieved through a strong sense of collaboration and dedication.



100+ Fire Stations between project team
6 in design and/or construction

We understand continuing your mission of protecting and serving the community of Emporia regardless of ongoing work at Stations 1 and 2 will be paramount. We understand how important this phasing is to your ongoing mission and propose first the following design approach and subsequently, the framework project implementation.

DESIGN APPROACH

 **Project Kickoff:** The project kick-off meeting will serve as the formal start to the project, bringing together stakeholders and design professionals. We will outline the anticipated process, roles and responsibilities, schedule, goals, and initial program, aesthetics, budget, stakeholders and contact information, and regulatory requirements. This initial meeting will set the project pace and reinforce the standards by which critical project goals and decisions are weighed.

 **Facilities Assessment:** Smart planning requires a detailed assessment of your existing stations. Visual observation will be performed to familiarize our team with the general condition of the building. Available maintenance records will be reviewed to familiarize us with any ongoing concerns. We will involve maintenance personnel knowledgeable about the facilities. Additionally, the ADA compliance and accessibility of the buildings will be evaluated and documented.

When renovating a public safety facility, additional scrutiny is required to determine how it can accommodate the necessary improvements that will reinforce critical design thinking for contaminant control, immersive design,

bunking and gender neutrality, and modern apparatus and equipment. When considered holistically, the analysis of the existing facilities and sites will result in a fine-tuned understanding of the existing facilities to be used moving forward with the design phase.



Programming and Feasibility: Programming is a critical step in meeting your needs. During the programming phase we will meet with the fire department and other stakeholders to review existing program documents, observe your current operations, and explore current and future needs that will influence the program and resulting design. Our team has executed numerous feasibility studies over the last three decades for our public safety clients, frequently considering both renovations of existing facilities and new construction. This requires determination of the best site for a new station or the best placement on a currently owned site. We assess appropriateness for development given the area required for vehicle circulation and optimum response, as well as the cost to develop the land. A typical site study involves assessment of zoning and utility features, sight lines for safe egress onto the public roadways in response mode, and on-site vehicular circulation.



Site Evaluation: To help ensure that the site design will support your program and your operations, fire station specific factors will need to be considered. We will consider factors such as separation of response and visitor activity, easily identifiable public entries, building presence and civic presentation, building orientation, site lighting, lines of sight for apparatus driver, aprons that support apparatus activity, site utilities, outdoor living and dining areas, parking, and future needs.

In some cases where significant work on existing sites and stations is required, we will also consider the need for temporary facilities. Additionally, site and building phasing strategies may need to be developed to demonstrate how operations can be maintained during construction.



Concept Design: This initial phase of design represents one of the most critical periods of the process. This phase will establish the actual square footage to be constructed and its configuration and massing, thereby having the greatest impact on the project budget. It organizes all programmatic requirements but the functional and aesthetic requirements for the project into initial building designs.

Beyond the development of the building's layout and configuration, the concept design phase addresses the aesthetics of the building that will become the project's eventual look and character. Each of our project's aesthetics are determined from local conditions and the surrounding community context, combined with the design goals and expectations of the client, community, and user groups. Our team carries no preconceived idea of what a community's project should look like, yet we are highly motivated to develop architecture that reflects a community's pride and reflects the integrity of their public institutions. While our team places emphasis on quality design and has the capability to develop iconic imagery that we believe will be very appealing to your community, we also have a process for engaging you in an interactive exercise that provides insight to the style and imagery Emporia considers most appropriate.



Construction Manager Selection: GLMV will work with the City of Emporia to develop a request for qualifications (RFQ) for Construction Managers. We have industry experience working on this project type with contractors performing the CM role as well as experience in guiding our clients through the selection process and development of the guaranteed maximum price (GMP) of the project including all allowances and contingencies.



Bond Campaign and Budget: We understand there is a preliminary project budget. With initial concepts in place, we will work with the Construction Manager to do a check of where your projects stand. Our in-house cost estimator has a unique understanding of market conditions and project cost trends we feel is crucial

to providing a budget appropriate solution in the first place without the need to remove items from the design later. We understand the costs necessary to construct your projects including the building and site as well as the soft costs such as professional fees, inspections, surveying, geotechnical, furniture, equipment, and other costs borne by the City.

We have successfully worked with municipalities to refine and pass funding measures for public safety project including Police, Fire, and EMS.



Design Development: With initial concepts and costs established and approval given by the City, the next phase of the design involves the refinements necessary to a built structure and accommodating Owner-directed revisions in the functional floor plan and building aesthetics. Much like the program review phase, we utilize an interactive work session to gather input from stakeholders. The unique abilities GLMV brings to Emporia in this phase are a deep understanding of how intricate products and systems are work together in fire facilities, our experience working with public safety departments, and history of successful design development with the Construction Manager project delivery process. This is where we engage the engineering team to develop structural, mechanical, security, and electrical systems.



Construction Documents: This phase represents the where the design becomes constructable. These documents will be an integral part of the Contract that the contractor must adhere to during construction. Our approach to the construction documents phase is to apply our project type expertise to ensure the most thorough and accurate construction documents. We are well versed in knowledge of regulatory requirements and will respond to these throughout the completion of technical documents for the project. We will hold regular collaborative meetings to provide an opportunity for owner and construction manager feedback. With construction documents completed, we will submit to all authorities having jurisdiction for permitting.



Bidding and Construction: We will work with the construction manager through the bidding process of subcontractors and through the pricing and procurement phase including pre-bid conferences, addressing contractor questions and requests for substitutions that affect critical products and systems. GLMV will ensure the products and systems included in the Construction Manager's GMP are aligned with those selected and specified during the construction documents phase and are the best value to you and not just less expensive for contractor benefit. Our design team has the expertise to protect your interests. We will be your trusted partner during construction as we review the contractor's submittals and offer clarifications on the scope of work and design intent. We will be on site as needed to observe progress and provide leadership during construction.

PROJECT IMPLEMENTATION

We understand that phasing and staging are a critical part of implementing your vision without a gap in your mission to provide critical service to the community. Though the specifics of your project phasing will be refined during the design process, the following is what we see as a viable path forward. The Fire Station 1 and 2 project implementation outlined below can overlap as appropriate to support your mission.

Fire Station 1

1. Complete Fire Station 1 design as outlined in previous section.
2. Evaluate the proposed Fire Station 1 site and existing building. Remediate the site and building prior to demolition and site preparation.
3. Begin construction on new Fire Station 1.
4. Upon Fire Station 1 substantial completion, begin a staggered transfer of assets and personnel from the current Fire Station 1.
5. Informed by design team, stakeholder, and municipal partner discussion, prepare the former Fire Station 1 space adaptive reuse. Possibilities include Fire Station 1 overflow space, Fire Station 2 swing space, Emporia public safety museum, municipal conference center, or other use as determined.
6. Work with stakeholders through Fire Station 1 project closeout and user surveys to ensure users are familiar with the operation and maintenance of the building products and systems.

Fire Station 2

1. Complete Fire Station 2 design as outlined in previous section.
2. Prepare Fire Station 2 site for expansions and apparatus bay addition(s).
3. Plan swing space to ensure uninterrupted service to the community.
4. Begin site construction for expansion and addition(s).
5. Staggered move into temporary swing space on or offsite as needed.
6. Prepare interior spaces for renovation including selective demolition.
7. Staggered move in to new and remodeled Fire Station 2 space as it becomes available.
8. Work with stakeholders through Fire Station 2 project closeout and user surveys to ensure users are familiar with the operation and maintenance of the building products and systems.

PROJECT TYPE UNDERSTANDING

We believe that we are hired to provide leadership in establishing facility needs for the clients we serve. We approach your project with a belief that the best solution is found through a collaborative process where we all bring our expertise to the table. Our deep experience in this project type allows us to speak the language and understand your goals and concerns. With this understanding and approach, we will provide you with two fire stations that meet or exceed your current and future needs.

This design team has a proven history in developing meaningful relationships

with public safety clients, along with an understanding of the intricate complexities of public projects. We understand the integral importance of the functional adjacencies that must exist and work well for your mission to be successful.

Design Expertise

Our team of project managers, designers, engineers, and estimators have decades of experience in addressing the most stringent requirements in the design of contemporary stations to support the evolving needs of first responders. As

Capitalizing on Expertise



Solution Oriented

- Conduct a needs assessment to evaluate department present and future growth needs
- Investigate mechanical systems, structure, finishes, and site weighing first time cost, efficiencies, payback, and ease of maintenance
- Evaluate ventilation system that is efficient and meets.
- Use expertise to ensure separation of clean (living quarters) and dirty (app bay) spaces. Design to help separate hazardous spaces from living spaces.
- Schedule efficiencies to save management costs by investing as much tax dollars into the physical project as possible rather than labor.
- Analyze apparatus by exit doors, traditional overhead vs. bi-fold doors for ease of use and maintenance.
- Evaluate possible sites for station placement that allow options for future expansion if necessary.
- Package buildings together, if possible, to generate economies of scale.

a team, we have considerable expertise in the design of public safety facilities gained over decades of service in the field. We have collaborated closely with first responders and local government administrators to address the latest trends and challenges in emergency response and preparedness. Our Design Team has participated in numerous training sessions and field exercises to gain first-hand knowledge of the demanding requirements of the industry.

Design Flexibility

We recognize that your facilities must be accessible, welcoming to the community, comfortable for first responders, and efficient in supporting both daily operations and your mission to serve the community. Each public safety project our team undertakes is distinct, and our work embraces many different materials and architectural styles. Our work will always first address our your fundamental

need for quick and safe emergency response with a durable, easy-to-maintain building.

GLMV approaches accessibility and ADA compliance in station design with solutions that balance legal compliance with practicality for a building used primarily by able-bodied first responders. We also address gender neutrality within the station to provide equal, legal access to privacy, sleeping/living spaces, personal hygiene, etc., regardless of gender. An important outcome of such forward thinking is flexibility to permanently accommodate changing crew demographics in a cost-effective manner.

We have multiple adaptive reuse projects where we design solutions for new uses to occupy existing spaces. This expertise is directly applicable to evaluating the current Fire Station 1 space and proposing viable reuse options.

FIREFIGHTER WELL-BEING

Using our expertise in public safety buildings, site design, and complex renovations, our team keeps the health and well-being of your crews front and center. We understand the physical and behavioral health threats that first responders face, not only in the field but also back home at the station. We understand that exposure to trauma and contaminants in the field have been linked to incidents and high rates of cancer, suicide, depression, and post-traumatic stress disorder (PTSD) that affect behavioral health in the Fire and EMS/Rescue services, and we take the responsibility of creating stations that provide healthy environments for first responders very seriously.

Public safety professionals have the unique mission of protecting the community and responding to threats to life and property. A well-designed building will support and enhance performance in all aspects of this mission, including emergency response, training, and public education. While the needs of every fire facility will vary by the nature of the company's first due response area, we find that certain common elements exist and include: opportunities to welcome and engage the community,

contaminant control (Hot Zone design), immersive and holistically healthy design principles, response paths that support NFPA 1710 turnout time, critical adjacencies between building user areas, apparatus bay design with appropriate equipment and finishes, consideration for storage of PPE and other operational equipment, bunking options, gender neutrality, comfortable and durable "like home" interior finishes, physical fitness provisions, on-premise training activities to keep the crew in service, storage, mechanical systems zoned for comfort and efficiency of use, security, station alerting, adequate lighting, and integrated technology. Behavioral health and resiliency can be enhanced by our focus on creating sleeping rooms with ramped alerting systems that minimize sleep deprivation to encourage healthy sleep patterns that optimize REM sleep cycles. We strive to ensure that the fire facilities we design provide current design standards for the facility type, the comfortable atmosphere of a home, the professional setting and ergonomic standards of an office, and a responsible civic expression of the community in which the facility serves.



Hot Zones (RED)

- Highest Risk of Exposure
- Apparatus Bays/Bay Support



Transition Zones (YELLOW)

- Moderate Risk
- Cleaning/Decontamination



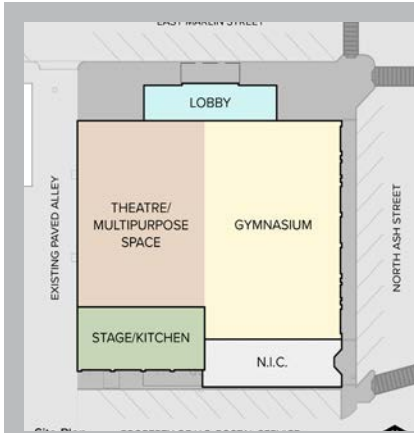
Clean or Safe Zones (GREEN)

- Living/Working Spaces
- Extended Occupancy

Hot Zone Design

Hot Zone Design is a type of building layout that is designed in a way to filter down the spread of possible cancer causing carcinogens following an event response.

This method helps keep contaminants away from living and working, public, and living areas.



MCPHERSON COMMUNITY CENTER

McPherson, KS

We recognize the value of your downtown real estate, and want your facilities to benefit not only the fire department, but the community. Giving space back to the community is something we're passionate about. We can see current Fire Station 1 as being a prime candidate for adaptive reuse to fulfill not only department needs, but some community ones as well. Our team will collaborate with you to develop a program that makes sense for your needs and budget. This approach was successful in turning an underutilized and outdated community center in McPherson, into a space that is vibrant, accessible, and serves the community.

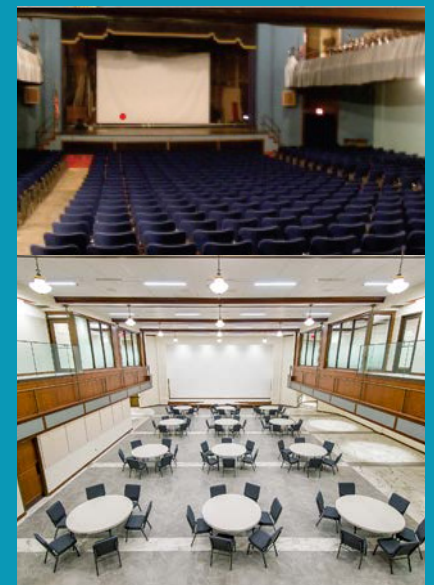
The Community Center, built in 1928 originally housed a gym and small theater. The gymnasium retained its original footprint, so the capacity remained the same and accommodates an official-sized basketball court with room for a small amount of floor bleachers. The gymnasium mezzanine remains the same size and offers seating for about 300 spectators on wood steps.

The original gymnasium grand windows were retained and refurbished with all new glass. Energy-saving interior operable storm windows were installed that both reduce glare and protect the original sashes from impact damage.

Half of the Community Center originally contained a theater with a sloped floor, thrust stage, proscenium and a 40' stage fly. This space was transformed into a multi-purpose community room retaining some original character elements.

The original theater mezzanine was a four-level stepped seating arrangement. Many of the theater seats in this area were original and some retained their leather upholstery. The stepped seating configuration was retained in the new design and about 25 original seats were refurbished. This area was kept historically accurate for patrons to understand the building's original use. The theater size was somewhat reduced as new bathrooms were added in some of this space.

GIVING SPACES NEW SERVICE LIFE





FIRE STATION OF THE FUTURE STUDY

Wichita, KS

GLMV Architecture collaborated with the City of Wichita on a study of their fire stations. Together, we have worked to review all elements of fire station design—from programming and design to health and wellness—in developing the plans.

GLMV participated in a tour of several area fire stations and a 2-day charrette with upper management and firefighting staff to discuss all elements of a fire station and to discover what their unique needs are. They expressed a desire for both 1- and 2-story fire stations and shared several additional requirements. Our team was asked to synthesize this information and give our clients a fuller picture of their vision, from square footage to site footprint to parking stall numbers.

Our team has played a critical role in conveying this information to the City of Wichita. Our talented team of architects and illustrators rendered the information into 3-D models and presented it to City and fire department stakeholders, who will then use these renderings, site plans and floor plans, as the basis of their design for all future fire stations in the city of Wichita.

This study was completed on time and on budget.

TECHNICAL CAPABILITIES

Technology Toolkit

The current array of design technology tools is incredible, and we always look forward to showing clients how we can bring your project to life. Our three key focus areas in terms of design technology are 3-D modeling, virtual reality, and cloud collaboration – all coupled with modern project management.

GLMV's strong commitment to technology is reflected in our ongoing review and evaluation of production capabilities and standards, our dedicated in-house **Visualizations Division** comprised of power users who test and develop tools to help implement firm-wide standards and processes. This combination of resources assures a higher quality of work for our clients.

Revit (AutoCAD) and Bluebeam Revu are important tools throughout the design process, from the earliest phases of design through project development and construction administration. This powerful collaboration tool aids in collaboration between the project team as well as project owners. We utilize these tools to not only bring your project to life, but also for quality control.

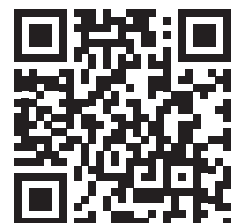
3-D Modeling and Virtual Reality

Even the earliest concept sketches are drawn in 3-D modeling software, making them easy to alter so that several alternatives can be explored and presented in 3-D. As our work together progresses, we seek to help you, our client, understand the design as it develops. We accomplish this through 3-D modeling as well as through providing Augmented Reality (AR) and Virtual Reality (VR) renderings. Post-production of architectural animations by our talented Illustrators results in professional-caliber renderings that can help our clients with visualization, as well as be used for fundraising or marketing implements, if needed.

VISUALIZE YOUR BUILDING

GLMV uses advanced rendering and visualization techniques to assist clients with visualization, as well as fundraising or marketing efforts.

Use your phone's QR Code reader to scan the QR Code or focus your phone's camera on the QR Code and click the pop-up notification to view sample videos.





Commission Action Report

Resolution No. 3729

Requesting the Lyon County Board of County Commissioners
Make Certain Findings Regarding the Annexation of Property

Title: Resolution No. 3729 Requesting the Lyon County Board of County Commissioners Make Certain Findings Regarding the Annexation of Property

Agenda Date: March 20, 2024

Presented By: Justin Givens, Planning & Zoning Administrator

Background:

The City has received a petition and consent from Emporia Enterprises, owners of Park IV Industrial Park, for annexation into the City. The City in conjunction with the Kansas Department of Transportation and Lyon County is in the process of upgrading Road F to help serve the area. Park IV is approximately 147 acres, zoned Light Industrial and the road improvements and access to city utilities will assist in making the site shovel ready.

The City Commission has previously adopted a resolution requesting that the Lyon County Board of County Commissioners make certain findings regarding the annexation of Industrial Park IV, which would allow the property to be annexed into the city limits. That resolution only contained the Industrial Park IV property and the Road F right of way. The current resolution and request includes right of way for a portion of Road 180 that is adjacent to Industrial Park IV.

Discussion:

K.S.A. 12-520c, as amended requires that when the City receives a petition and consent for annexation from a property owner and that property is not contiguous with the City, a resolution from the Governing Body must be adopted asking the Board of County Commissioners to make certain findings allow the process to move forward.

If approved by the Board of County Commissioners, an ordinance for annexation will be presented at a future meeting.

Financial considerations:

No city funds are required.

Recommended action:

Approve Resolution No. 3729 Requesting the Lyon County Board of County Commissioners Make Certain Findings Regarding the Annexation of Property

Attachments:

Resolution No. 3729
Aerial Location Map
Annexation Application
Consent to Annexation

RESOLUTION NO. 3729

A RESOLUTION OF THE CITY OF EMPORIA, KANSAS REQUESTING THE BOARD OF COUNTY COMMISSIONERS OF LYON COUNTY, KANSAS TO MAKE CERTAIN FINDINGS REGARDING THE ANNEXATION OF PROPERTY.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS.

SECTION 1. The Governing Body of the City of Emporia, Kansas hereby finds that a request for annexation of the following described land has been presented to it by Emporia Enterprises, Inc. Revocable Trust, PO Box 807, Emporia, KS.

LOTS 1, 2, AND 3 OF PARK IV SUBDIVISION, LYON COUNTY, KANSAS, and;

A TRACT IN THE NORTHEAST QUARTER OF SECTION 11, THE NORTHWEST QUARTER OF SECTION 12, THE SOUTHWEST QUARTER OF SECTION 1, AND THE SOUTHEAST QUARTER OF SECTION 2, ALL IN TOWNSHIP 19 SOUTH, RANGE 10 EAST OF THE 5TH P.M., LYON COUNTY, KANSAS, AS DESCRIBED BY AARON C DAVIS, PS 1368, ON MAY 19, 2023, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE N.01° 07' 02"W. (BASIS OF BEARINGS) ON THE EAST LINE OF SAID NE¼ FOR 108.69 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF U.S. 50 HIGHWAY, AND THE POINT OF BEGINNING;

THENCE N.84° 04' 09"W. ON SAID NORTHERLY RIGHT OF WAY LINE FOR 45.74 FEET TO A POINT OF INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF THE COUNTY ROAD;

THENCE N.10° 34' 39"E. ON SAID WEST RIGHT OF WAY LINE FOR 125.28 FEET, TO A POINT 20.00 FEET WEST OF THE EAST LINE OF SAID NE¼;

THENCE N.01° 07' 02"W. ON SAID WEST RIGHT OF WAY LINE, AND PARALLEL WITH THE EAST LINE OF SAID NE¼ FOR 1081.57 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 11;

THENCE S.88° 54' 53"W. ON THE SOUTH LINE OF SAID N½NE¼ FOR 20.00 FEET TO A POINT 40.00 FEET WEST OF THE EAST LINE OF SAID NORTHEAST QUARTER;

THENCE N.01° 07' 02"W. PARALLEL WITH THE EAST LINE OF SAID NE¼ FOR 1278.52 FEET TO A POINT 40.00 FEET SOUTH OF THE NORTH LINE OF SAID NE¼;

THENCE S.88° 53' 24"W. PARALLEL WITH THE NORTH LINE OF SAID NE¼ FOR 100.00 FEET;

THENCE N.01° 07' 02"W. FOR 65.00 FEET TO THE NORTH RIGHT OF WAY LINE OF THE COUNTY ROAD, SAID POINT BEING 25.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE N.88° 53' 24"E. ON SAID NORTH RIGHT OF LINE, AND PARALLEL WITH THE SOUTH LINE OF SAID SE¼ FOR 99.96 FEET TO A POINT 40.00 FEET WEST OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2;

THENCE N.51° 59' 02"E. FOR 24.98 FEET TO A POINT 20.00 FEET WEST OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2, AND 40.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2;

THENCE N.89° 09' 52"E. FOR 40.00 FEET TO A POINT 20.00 FEET EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1, AND 40.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1;

THENCE N.89° 26' 47"E. PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1 FOR 2620.01 FEET.

THENCE S.01° 12' 39"W. FOR 75 FEET TO A POINT ON THE NORTH LINE OF LOT 3 IN PARK IV SUBDIVISION.

THENCE S.89° 26' 47"W. ON THE NORTH LINE OF SAID LOT 3 FOR 2580.9 FEET TO A POINT 80 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 12;

THENCE S.44° 09' 53"W. FOR 35.18 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1, SAID POINT BEING 65.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12, AND ALSO BEING 40.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER;

THENCE S.01° 07' 02"E. ON THE WEST LINE OF SAID LOT 1 FOR 2334.26 FEET TO A POINT BEING 40.00 FEET EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12;

THENCE S.08° 52' 25"E. ON THE EAST RIGHT OF WAY LINE OF THE COUNTY ROAD FOR 137.23 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF U.S. 50 HIGHWAY;

THENCE N.84° 04' 09"W. ON THE NORTHERLY RIGHT OF WAY LINE OF SAID U.S. 50 HIGHWAY FOR 58.97 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 8.58 ACRES MORE OR LESS

The Governing Body further finds that the above described property does not adjoin land within the boundaries of the City of Emporia. The Governing Body further finds that such annexation, at the request of the property owner, is advisable, desirable, beneficial, and in the interest of the public.

SECTION 2. The City of Emporia, Kansas hereby respectfully requests that the Board of County Commissioners of Lyon County, Kansas, by a 2/3 vote, find and determine that the annexation of such land will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Lyon County, Kansas all as provided in K.S.A. 12-520c, as amended.

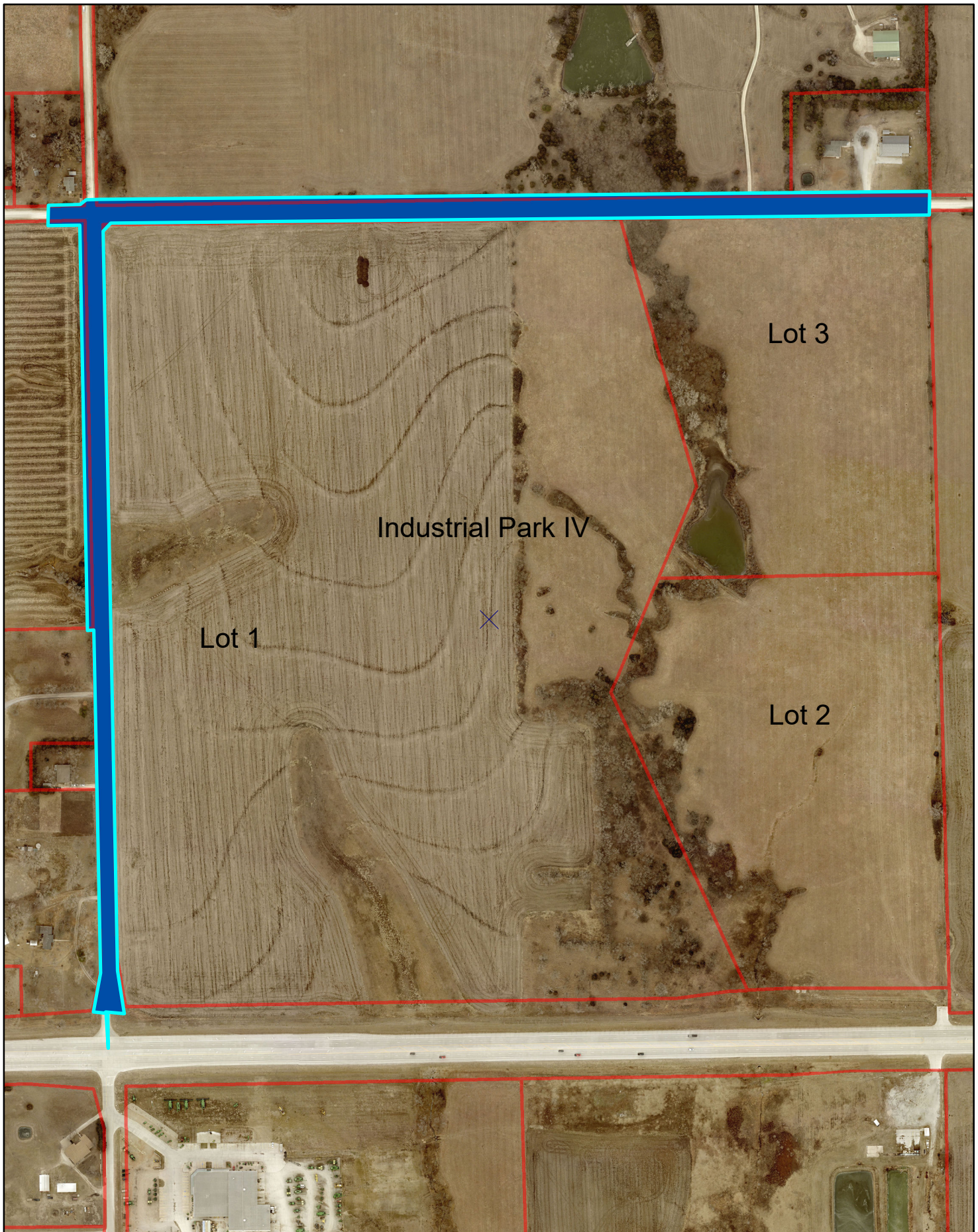
ADOPTED AND APPROVED by the Governing Body of the City of Emporia, Kansas, this 20th day of March 2024.

Danny Giefer, Mayor

ATTEST:

Kerry Sull, City Clerk

Industrial Park IV Annexation



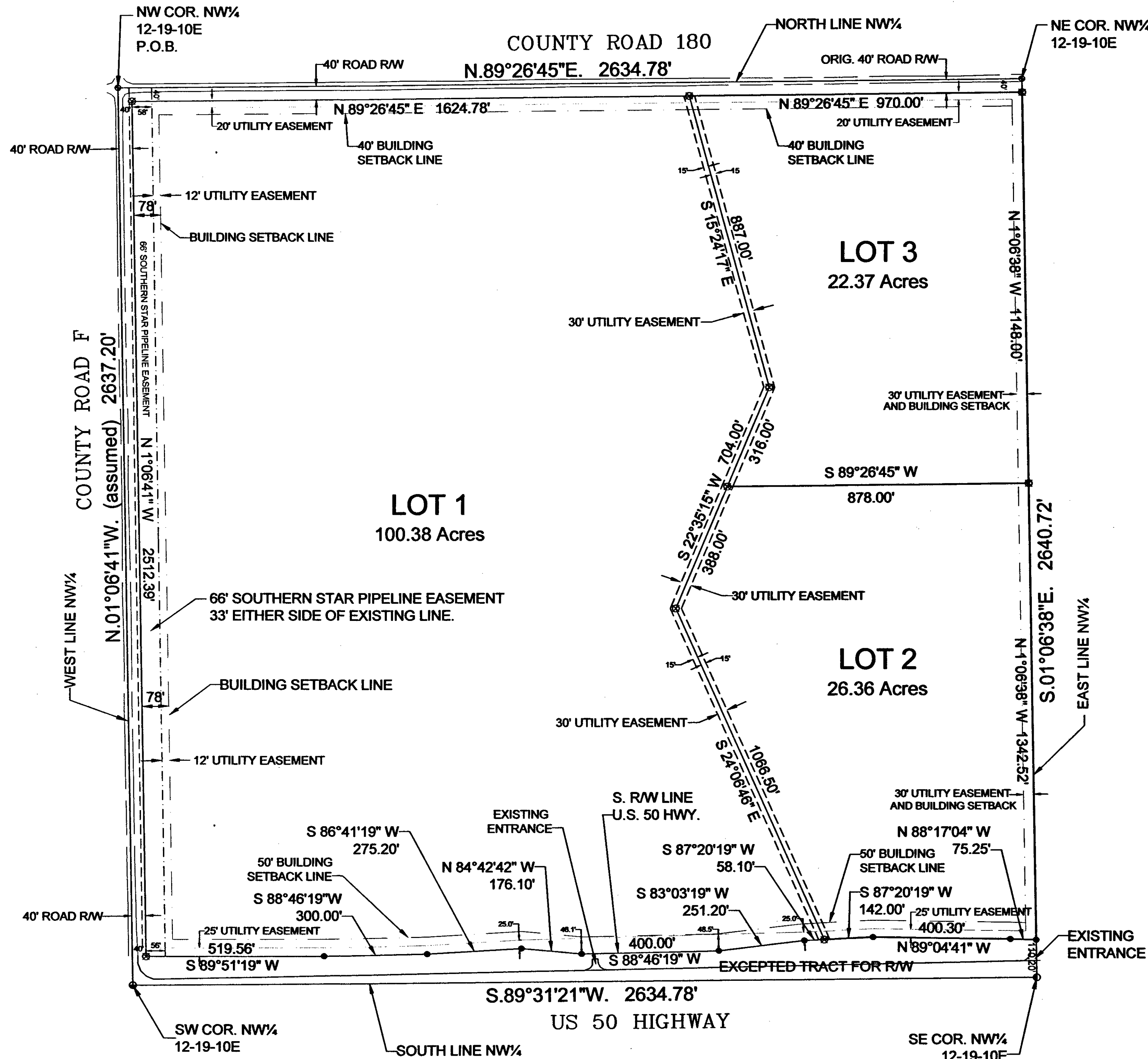
Date: 3/4/2024

Lyon County Mapping & GIS
430 Commercial Rm#204
Emporia, KS 66801

Not survey accurate.
Resources are deemed
reliable, but, accuracy is
not guaranteed.

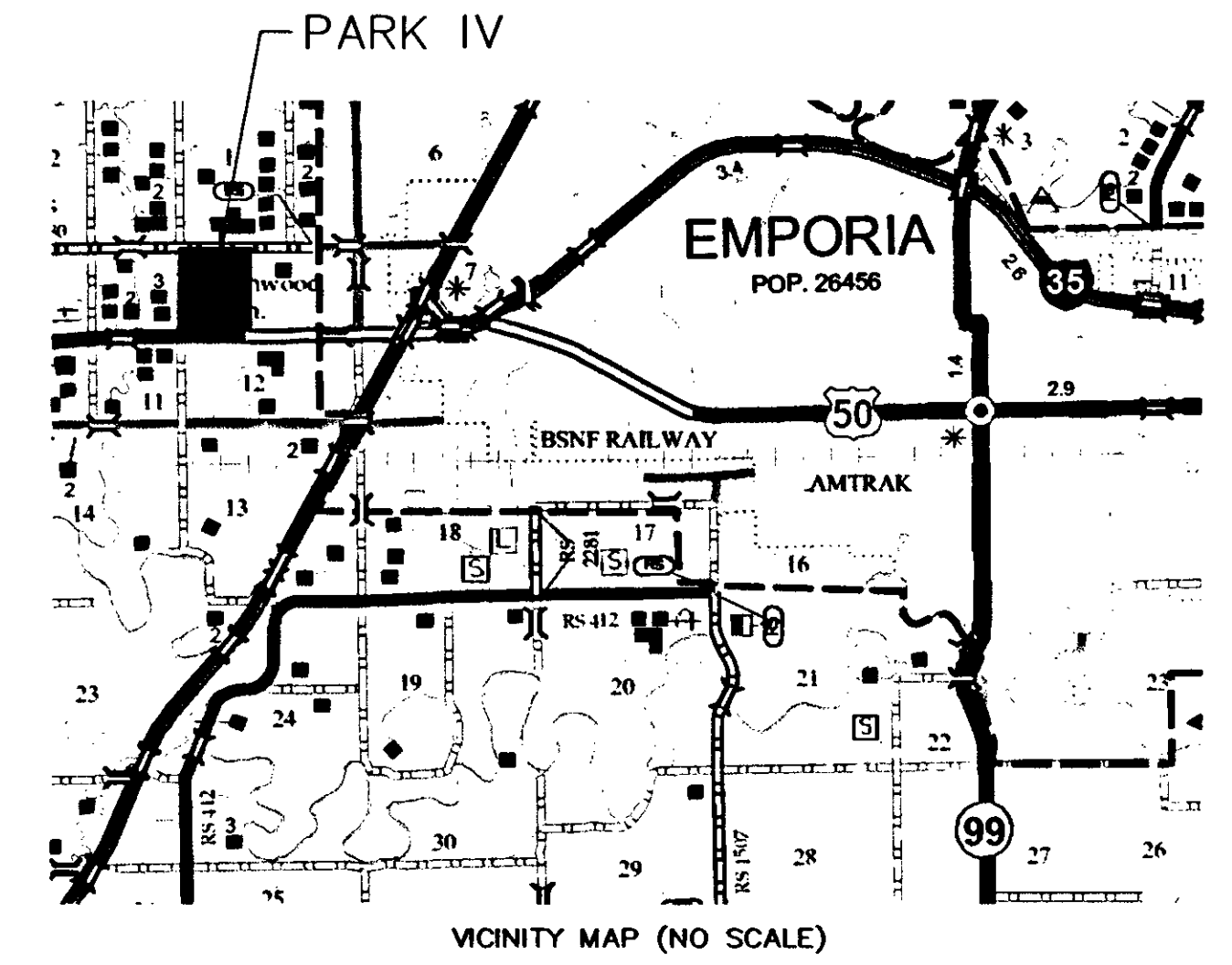
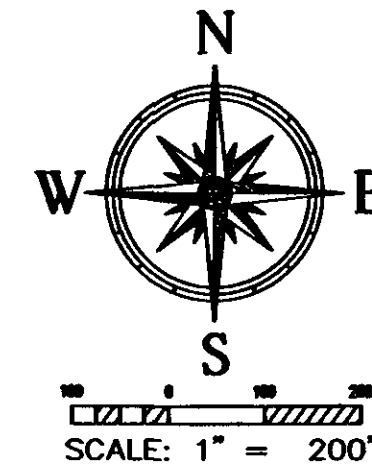
Page 98 of 167

FINAL PLAT OF
PARK IV
A SUBDIVISION OF THE NW¼ OF
SEC. 12, T19S, R10E
LYON COUNTY, KANSAS.



LEGEND:

- - 1/2" x 24" REBAR SET W/ LS 752 ID CAP.
- - 1/2" REBAR FOUND W/ LS 752 ID CAP (PRIOR SURVEY).
- x - THEORETICAL POSITION, NOT MONUMENTED.
- - P-K NAIL IN DRILL HOLE IN CONCRETE PAVEMENT.
- - 1/2" ID CAP IN DRILL HOLE IN CONCRETE PAVEMENT.
- - 1/2" REBAR FOUND WITH ALUMINUM ID CAP (KDOT).



LEGAL DESCRIPTION:

ALL OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 10 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, LYING NORTH OF U.S. 50 HIGHWAY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NW¼;
THENCE N. 89°26'45" E. (STATE PLANE) ON THE NORTH LINE OF SAID NW¼ FOR A DISTANCE OF 2634.78 FEET TO THE NORTHEAST CORNER OF SAID NW¼;
THENCE S. 01°06'38" E. FOR A DISTANCE OF 2530.52 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF U.S. 50 HIGHWAY, SAID POINT BEING 110.20 FEET NORTH OF THE SOUTHEAST CORNER OF SAID NW¼;
THENCE N. 89°26'45" E. ON SAID RIGHT OF WAY LINE FOR A DISTANCE OF 75.25 FEET;
THENCE N. 89°04'41" W. ON SAID RIGHT OF WAY LINE FOR A DISTANCE OF 400.30 FEET;
THENCE S. 87°20'19" W. ON SAID RIGHT OF WAY LINE FOR A DISTANCE OF 200.10 FEET;
THENCE S. 83°03'19" W. ON SAID RIGHT OF WAY LINE FOR A DISTANCE OF 251.20 FEET;
THENCE S. 88°46'19" W. ON SAID RIGHT OF WAY LINE FOR A DISTANCE OF 400.00 FEET;
THENCE N. 84°42'42" W. ON SAID RIGHT OF WAY LINE FOR A DISTANCE OF 176.10 FEET;
THENCE S. 86°41'19" W. ON SAID RIGHT OF WAY LINE FOR A DISTANCE OF 275.20 FEET;
THENCE S. 88°46'19" W. ON SAID RIGHT OF WAY LINE FOR A DISTANCE OF 300.00 FEET;
THENCE S. 89°51'19" W. ON SAID RIGHT OF WAY LINE FOR A DISTANCE OF 524.70 FEET;
THENCE N. 13°27'41" W. ON SAID RIGHT OF WAY LINE FOR A DISTANCE OF 69.50 FEET;
THENCE S. 88°53'20" W. FOR A DISTANCE OF 20.00 FEET TO A POINT ON THE WEST LINE OF SAID NW¼, SAID POINT BEING 152.40' NORTH OF THE SOUTHWEST CORNER OF SAID NW¼;
THENCE N. 01°06'41" W. ON THE WEST LINE OF SAID NW¼ FOR A DISTANCE OF 2484.80 FEET TO THE POINT OF BEGINNING.
CONTAINS 153.80 ACRES INCLUSIVE OF ROAD RIGHT OF WAY ON THE NORTH AND WEST SIDES THEREOF.

Owner's Certification:

This is to certify that the undersigned are the owners of record of the land herein described and that we have caused the same to be surveyed and subdivided as indicated for the uses and purposes herein set forth, and hereby acknowledge and adopt the same under the title indicated. All street right of ways as shown on this plat not previously dedicated are hereby dedicated. An easement or license to the public to locate, construct and maintain utility poles, wires, conduits and pipelines under, over or upon the areas marked for utility easements on this plat is hereby granted. We also hereby acknowledge the restrictions as set forth in Notes/Reports.

Given under my hand at Emporia, Kansas, this 22 day of MARCH 2013.

William D. Barnes
Empire Enterprises
Bill Barnes, President

Certificate of the Emporia/Lyon County Metropolitan Planning Commission:
This plat of Park IV has been submitted to and approved by the Emporia/Lyon County Metropolitan Planning Commission this 26 day of February, 2013.

Chairman
John Hall
Secretary

County Clerk's Transfer Record:
Entered on transfer record this 24th day of July, 2013.
Shirley Pope
Lyon County Clerk

Register of Deeds:
State of Kansas)
County of Lyon)

This is to certify that this instrument was filed for record in the Register of Deeds office on the 24th day of July, 2013, in Book 6 Page 97 Side 387.

County Surveyor's Certificate:

State of Kansas)
County of Lyon)

Reviewed by the Lyon County Surveyor this 9 day of May, 2013. This survey has been reviewed for filing, pursuant to K.S.A. 58-2005 and K.S.A. 58-2011 for content only and is in compliance with those provisions. No other guarantees are extended or implied.

Steven S. Broome
Lyon County Surveyor

Notary Certificates:

State of Kansas, County of Lyon, SS

Be it remembered that on this 22nd day of March 2013, before me, a Notary Public in and for said County and State, came *William D. Barnes* to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

Deann M. Polzin
Notary Public

My Commission Expires:

Deann M. Polzin
Notary Public - State of Kansas
My Appl. Expires 10/15/2017

Certificate of the Board of County Commissioners:

The dedications shown on this plat have been accepted by Lyon County, Kansas, this 21st day of March, 2013.

Chairman
Belle Math

Member
Don Holt

Member
Sam D. Zieg

ATTEST:
Shirley Pope
County Clerk

Lyon County Treasurer:

State of Kansas)
County of Lyon)

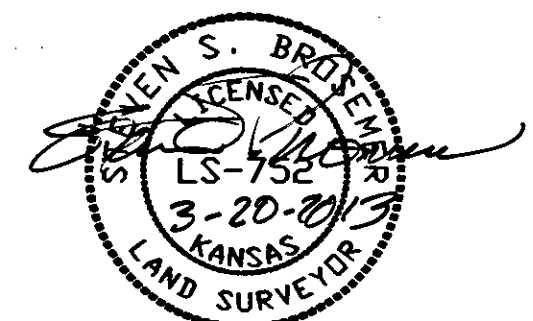
I hereby certify that the taxes on the included tracts are current.
Shirley Pope
Lyon County Treasurer
Date 7/24/13

Surveyor's Certificate:

State of Kansas)
County of Lyon)

This is to certify and acknowledge that I, Steven S. Broome, a licensed land surveyor in said County and State, surveyed and caused to be plotted "Park IV", located in the NW¼ of Section 12, Township 19 South, Range 10 East, Lyon County, Kansas, and that this plat is a true and correct representation of the results of said survey, to the best of my knowledge and belief.

Steven S. Broome, RLS 752
GeoTech, Inc.
Emporia, Kansas



GeoTech, Inc.
1512 W. 6th Avenue
Emporia, KS 66801
www.geotechinc.net

Revisions

1	Original
2	
3	
4	
5	
6	
7	
8	
9	
10	

GeoTech, Inc.
LAND SURVEYORS
1512 W. 6th Ave. Suite 1
Emporia, Kansas 66801
Office: 620.342.7491
Fax: 620.342.6722
www.geotechinc.net

© 2013 GeoTech, Inc.

EMPORIA ENTERPRISES

PRELIMINARY PLAT OF
PARK IV
A SUBDIVISION OF THE NW¼ OF
SEC. 12, T19S, R10E
LYON COUNTY, KANSAS.
DATE: 1/25/2013 ACD -- DRAWN BY: SSB

DRAWING SCALE:
1" = 200'

FIELD DATE:
3/5/2012

SHEET 1 OF 1

CADD FILE:
IP IV Geotech Plat.DWG



PLANNING AND ZONING DEPARTMENT
522 Mechanic Street
Emporia, KS 66801
Phone: 620-343-4268
Fax: 620-343-4262

Annexation Application

Date Submitted: April 13, 2023

***Attach a site plan map (2), drawn to scale, showing property lines, roads, driveways, existing and proposed structures, parking stalls, landscaping, fences, and other topographical features.**

(NOTE) AN INCOMPLETE APPLICATION CANNOT BE PROCESSED

	Name	Address	Phone
Applicant	Emporia Enterprises, Inc. Revocable Trust	PO Box 807 Emporia, KS 66801	620-343-8860
Owner	Emporia Enterprises, Inc. Revocable Trust	PO Box 807 Emporia, KS 66801	620-343-8860

Other Owners and Officers (corporate applications only) Chuck Scott, Director of Planning and Development of Emporia Enterprises, Inc.

Describe the Location: Three parcels totaling 147.13 acres between W. Hwy 50 and Road 180 and just east of Road F

Current Zoning District: Light Industrial

Attach or provide legal description of the property: See attached.

Current Use of property: Agricultural

Proposed Use of property: Light Industrial

Reason for Annexation Request: Access to city utilities to allow us to make the industrial park shovel ready.

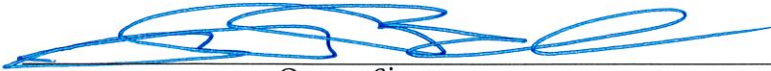
The following non-conformities exist on this property: None.

By signing this application, I certify that all of the information I have provided is true and correct. I understand that additional information may be needed, or additional fees may be incurred during the rezoning application process. I understand and agree that it will be my responsibility to provide any additional information requested and to pay any additional fees incurred.



Applicants Signature
- Charles Scott,
Director of Planning

4/14/2023
Date



Owners Signature -
Steve Bell, Trustee

4/14/2023
Date

FOR OFFICE USE ONLY		
Fee	Date Paid	Receipt no.
\$0		

Application No.

Hearing Date:

CONSENT TO ANNEXATION

TO THE GOVENING BODY OF THE CITY OF EMPORIA, KANSAS:

The undersigned owner(s) of the following legally described land, located generally [INSERT GENERAL LOCATION OF PROPERTY], hereby formally consents to annexation of such land into the City of Emporia, Kansas:

SEE ATTACHED EXHIBIT WITH LEGAL DESCRIPTIONS AND FINAL PLAT

LEGAL OWNER(S)



Steve Bell, Trustee
Emporia Enterprises, Inc.; Revocable Trust

ACKNOWLEDGEMENT

STATE OF KANSAS}

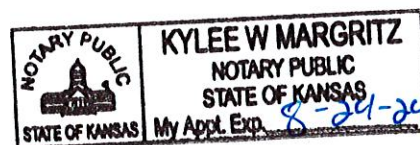
COUNTY OF LYON}

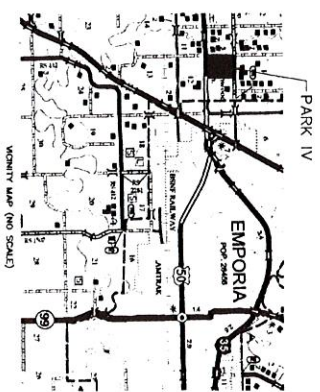
BE IT REMEMBERED, On this 14 day of April, 20 23 before me, the undersigned, a notary public in and for the County and State aforesaid, came Steve Bell such person being personally known to me to be the same person who executed the within instrument of writing and duly acknowledged the execution of the same.

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



Notary Public



[illegible][illegible]



Commission Action Report

Awarding Industrial Park III Watermain Improvements Project

Title: Awarding Industrial Park III Watermain Improvements, Project No. WM2202

Agenda Date: March 20, 2024

Presented By: James Ubert, City Engineer

Background:

The Industrial Park III Watermain Improvements Project will improve redundancies and the City's ability to deliver water to the Industrial Park III area.

Discussion:

The City of Emporia Engineering Office publicly opened bids on Tuesday, March 12, 2024 at 2:00 in Conference Room 1AB for the Industrial Park III Watermain Improvements Project. The Engineering Department received eight (8) bids, the bid tabulation and Engineer's Estimate are below:

Contractor	Base Bid
S.R. Coffman Construction	\$573,034.00
Smoky Hill Construction	\$593,572.00
Mies Construction	\$600,000.00
Ditch Diggers Inc	\$600,560.05
Double J Construction	\$639,773.09
Matador Construction	\$678,706.00
Nowak Construction	\$681,483.00
Carlson Utility	\$737,585.00
Engineer's Estimate	\$1,001,950.00

Financial considerations:

This project will be funded by Economic Development funds from the Kansas Department of Commerce.

Recommended action:

Award the contract to S.R. Coffman Construction for the base bid amount of \$573,034.00.

Attachments:

Bid tabulation.

CITY OF EMPORIA, KS BID TABULATION FOR CONSTRUCTION OF INDUSTRIAL PARK III WATERMAIN IMPROVEMENTS (PENNY LANE, SOUTH AVE & ROAD M5), PROJECT NO. WM2202																				
Bids Opened March 12th, 2024 at 2:00 pm in Conference Room 1AB, 516 Mechanic St																				
			S.R. COFFMAN CONSTRUCTION		SMOKY HILL CONSTRUCTION		MIES CONSTRUCTION		DITCH DIGGERS INC		DOUBLE J CONSTRUCTION		MATADOR CONSTRUCTION		NOWAK CONSTRUCTION		CARLSON UTILITY INC		CITY ENGINEER'S ESTIMATE	
Quantity	Units	Description	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
Base Bid																				
1	L.S.	Mobilization	\$25,800.00	\$25,800.00	\$34,400.00	\$34,400.00	\$16,450.00	\$16,450.00	\$10,000.00	\$10,000.00	\$35,580.00	\$35,580.00	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00	\$7,500.00	\$7,500.00	\$50,000.00	\$50,000.00
1	L.S.	Contractor Construction Staking	\$5,750.00	\$5,750.00	\$2,800.00	\$2,800.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$9,000.00	\$9,000.00	\$10,000.00	\$10,000.00	\$11,500.00	\$11,500.00	\$8,000.00	\$8,000.00	\$6,000.00	\$6,000.00
1	L.S.	Clearing & Grubbing	\$2,800.00	\$2,800.00	\$5,500.00	\$5,500.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$2,500.00	\$2,500.00	\$10,100.00	\$10,100.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
9	C.Y.	Compacted Backfill	\$1,000.00	\$9,000.00	\$500.00	\$4,500.00	\$71.00	\$639.00	\$100.00	\$900.00	\$393.00	\$3,537.00	\$20.00	\$180.00	\$50.00	\$450.00	\$300.00	\$2,700.00	\$80.00	\$720.00
1	C.Y.	Rock Excavation (Set Price)	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
5,301	L.F.	12" Waterline (In Place)	\$74.00	\$392,274.00	\$82.00	\$434,682.00	\$81.00	\$429,381.00	\$85.05	\$450,850.05	\$83.25	\$441,308.25	\$96.00	\$508,896.00	\$95.00	\$503,595.00	\$105.00	\$556,605.00	\$150.00	\$795,150.00
1	EA.	12"x12"x12" Tapping Sleeve w/ Valve	\$8,800.00	\$8,800.00	\$5,600.00	\$5,600.00	\$13,250.00	\$13,250.00	\$7,000.00	\$7,000.00	\$11,384.00	\$11,384.00	\$10,000.00	\$10,000.00	\$12,900.00	\$12,900.00	\$18,800.00	\$18,800.00	\$9,000.00	\$9,000.00
1	EA.	12"x12"x12" Tee	\$1,900.00	\$1,900.00	\$1,600.00	\$1,600.00	\$1,330.00	\$1,330.00	\$1,200.00	\$1,200.00	\$2,576.00	\$2,576.00	\$2,000.00	\$2,000.00	\$2,250.00	\$2,250.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
4	EA.	12" 45 Degree Bend	\$1,487.50	\$5,950.00	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00	\$970.00	\$3,880.00	\$1,075.75	\$4,303.00	\$1,200.00	\$4,800.00	\$1,750.00	\$7,000.00	\$1,800.00	\$7,200.00	\$1,250.00	\$5,000.00
1	EA.	12" 90 Degree Bend	\$1,500.00	\$1,500.00	\$1,300.00	\$1,300.00	\$1,100.00	\$1,100.00	\$1,025.00	\$1,025.00	\$2,660.00	\$2,660.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,900.00	\$1,900.00	\$1,200.00	\$1,200.00
1	EA.	12"x8" Reducer	\$1,350.00	\$1,350.00	\$850.00	\$850.00	\$600.00	\$600.00	\$1,025.00	\$1,025.00	\$880.00	\$880.00	\$750.00	\$750.00	\$900.00	\$900.00	\$800.00	\$800.00	\$600.00	\$600.00
6	EA.	12" Butterfly Valves	\$4,550.00	\$27,300.00	\$3,500.00	\$21,000.00	\$4,000.00	\$24,000.00	\$5,950.00	\$35,700.00	\$4,680.00	\$28,080.00	\$4,000.00	\$24,000.00	\$2,850.00	\$17,100.00	\$3,800.00	\$22,800.00	\$5,500.00	\$33,000.00
8	EA.	Fire Hydrant Assembly (5' Bury)	\$8,100.00	\$64,800.00	\$7,300.00	\$58,400.00	\$8,500.00	\$68,000.00	\$6,800.00	\$54,400.00	\$8,150.00	\$65,200.00	\$9,000.00	\$72,000.00	\$7,000.00	\$56,000.00	\$7,800.00	\$62,400.00	\$8,000.00	\$64,000.00
22	L.F.	Sanitary Sewer Encasement	\$115.00	\$2,530.00	\$130.00	\$2,860.00	\$220.00	\$4,840.00	\$250.00	\$5,500.00	\$265.22	\$5,834.84	\$200.00	\$4,400.00	\$264.00	\$5,808.00	\$400.00	\$8,800.00	\$300.00	\$6,600.00
200	L.F.	Temporary Slope Barrier	\$15.00	\$3,000.00	\$15.00	\$3,000.00	\$5.00	\$1,000.00	\$20.00	\$4,000.00	\$26.75	\$5,350.00	\$3.00	\$600.00	\$10.00	\$2,000.00	\$15.00	\$3,000.00	\$8.00	\$1,600.00
1	C.Y.	Sediment Removal (Set Price)	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
1	L.S.	Seeding, Fertilizer & Mulching	\$16,000.00	\$16,000.00	\$8,500.00	\$8,500.00	\$11,330.00	\$11,330.00	\$10,000.00	\$10,000.00	\$10,800.00	\$10,800.00	\$5,000.00	\$5,000.00	\$12,800.00	\$12,800.00	\$18,000.00	\$18,000.00	\$10,000.00	\$10,000.00
1	L. S.	Traffic Control	\$4,200.00	\$4,200.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$7,200.00	\$7,200.00	\$12,000.00	\$12,000.00	\$7,500.00	\$7,500.00	\$11,500.00	\$11,500.00	\$7,500.00	\$7,500.00
	TOTAL AMOUNT OF BASE BID:		\$573,034.00		\$593,572.00		\$600,000.00		\$600,560.05		\$639,773.09		\$678,706.00		\$681,483.00		\$737,585.00		\$1,001,950.00	
*DENOTES CORRECTED MATH																				



Commission Action Report

MOU with ESU on Welch Stadium

Title: MOU Between Emporia State University and the City of Emporia for the Use and Improvement of Welch Stadium

Agenda Date: March 20, 2024

Presented By: Trey Cocking, City Manager

Background:

Emporia State University (ESU) and the City of Emporia have proposed a Memorandum of Understanding to formalize their collaborative efforts toward the use, enjoyment, maintenance, and improvement of the Welch Stadium facility located on the ESU campus. This partnership aims to enhance the accessibility of community spaces, and public areas, and encourage economic growth and community engagement through the effective use of the facility.

Discussion:

The MOU outlines the commitments of both ESU and the City towards facilitating public access to the Welch Stadium and supporting the enhancement of ESU's campus community. Key provisions include:

Public Access and Safety: ESU commits to facilitating reasonable public access to Welch Stadium, ensuring all users abide by established rules for safety and proper use.

Promotion and Economic Development: ESU agrees to assist in promoting the City by providing space for city promotional materials during selected events at the facility.

Financial Support: The City commits to a financial contribution totaling \$400,000 to ESU, allocated in two payments, to support the maintenance and improvement of campus facilities, including athletic spaces.

Transparency and Accountability: Both parties agree to terms regarding the request for accounting and limitations on promotional activities, ensuring compliance with NCAA regulations and local laws.

The MOU has an effective date of March 20, 2024, and will remain in effect through March 20, 2027, unless terminated earlier by either party under the terms provided.

Financial considerations:

The City's financial obligation under this MOU totals \$400,000, allocated in two payments in 2024.

Recommended action:

Approve the MOU between Emporia State University and the City of Emporia as presented, and authorize the necessary budget allocations to fulfill the City's financial commitments under the terms of the MOU.

Attachments:

Memorandum of Understanding Between Emporia State University and the City of Emporia
Exhibit A – Zola Witten Track Rules

MEMORANDUM OF UNDERSTANDING

Between

Emporia State University

And

The City of Emporia

This Memorandum of Understanding (“MOU”) is entered into between **Emporia State University** (“ESU”) and the **City of Emporia** (“City”) (hereinafter collectively “Parties”).

WHEREAS, ESU and the ESU Athletic Department wish to encourage the public’s proper use and enjoyment of the Welch Stadium facility (“Facility”) which is located on the ESU campus; and

WHEREAS, the City wishes to memorialize and encourage the public’s use and enjoyment of the Facility; and

WHEREAS, the City wishes to support ESU’s maintenance and improvement of ESU’s campus community, its facilities, and its public spaces; and

WHEREAS, the City wishes to encourage its citizens, visitors, and guests to access and use its community spaces, public areas, and other available resources such as the Facility; and

WHEREAS, ESU and the City have determined that each may best accomplish their respective objectives through mutual collaboration and assistance; and

WHEREAS, ESU and the City seek to describe such collaboration and assistance in this MOU.

THEREFORE, in consideration of the foregoing premises and mutual covenants and promises between the Parties contained herein, the Parties do hereby mutually agree as follows:

I. Effective Date

The effective date of this MOU (hereinafter referred to as “Effective Date”), and the effective date of all responsibilities contained herein, shall be March 20, 2024.

II. Term

The term of this MOU (hereinafter referred to as “Term”) shall be from the Effective Date through March 20, 2027.

III. Rights and Responsibilities of ESU

In addition to its rights and responsibilities described elsewhere in this MOU, ESU shall have the following rights and responsibilities:

- A. Permitting Public Access to the Facility. ESU agrees to reasonably facilitate the public's access to, and proper use of, the Facility, pursuant to the following expectations and reservations:
1. That all persons who use and enjoy the Facility will be required to abide by the rules contained in the attached "Exhibit A – Zola Witten Track Rules" (herein incorporated by reference).
 2. That all persons who use and enjoy the Facility will be held responsible for their own safety and well-being, except to the extent ESU may otherwise be held liable as a matter of law.
 3. That all persons who intend to use and enjoy the Facility in any kind of organized/coordinated group shall, prior to use, notify, and coordinate with, ESU's Conference & Scheduling Office as to the anticipated type of use, date, and length of time.
 4. That ESU reserves the right at its sole discretion to charge a reasonable "user fee" to any individual person who is part of, or who participates in, an organized/coordinated group that would be considered private (non-public), for-profit, or members-only. The purpose of said user fee shall be to pay for, or off-set, the cost of maintaining and/or improving the Facility or any directly adjacent property. Said user fee, if applied, shall be set at the sole discretion of the Vice President, Director of Athletics.
 5. That ESU reserves the right to close, or otherwise limit the use of, the Facility at its sole discretion in the event of adverse or dangerous weather conditions, adverse or dangerous physical conditions, construction, or repair, use or rental by another institution or entity, or for any event, program, or use by ESU. In the event of any such closure or limitation of use of the Facility, ESU will provide advance notice within a reasonable amount of time by posting such notice in a conspicuous location at the Facility.
 6. That ESU reserves the right to modify the terms of public access to the facility upon written notice to the City if ESU determines that a person(s) and/or any organized/coordinated group of persons has caused damage to the Facility, has substantively violated the rules contained in Exhibit A, has caused reputational harm to ESU, has interfered with any ESU activity, event, or program, or has otherwise violated any ESU policy.
 7. ESU will manage and maintain community-access parking stalls to the east of the stadium and just north of the ESU Police building for public access during normal operating hours (M-F, 7:30AM-4:30PM). Please note that parking
- B. Promotion of the City. In addition to facilitating the public's access of the Facility, ESU further agrees to reasonably help promote goodwill toward the City, pursuant to the following activities and reservations:

1. That ESU will provide a conspicuous place in, or immediately adjacent to, the Facility in which to place a banner that the City may use for the City's promotional purposes. Said banner will be in place no later than one (1) day prior to selected events in the Facility and will be removed no later than one (1) day after a selected event is completed.
 2. That ESU will provide space for at least a ¼ page advertisement in ESU game event materials that the City may use for the City's promotional purposes.
 3. That before or during selected ESU athletic events, ESU will provide time and/or air space in which the City may place an announcement about, or provide a commercial for, the City's promotional purposes.
 4. ESU reserves the right to reject any promotional material or activity contemplated herein which it deems inappropriate, violates any federal, state or local law, or which violates NCAA rules and regulations. ESU will notify the City of objections and may recommend changes be made.
- B. Use of Payment Made by the City. ESU shall use the payment made by the City, as described below, for the maintenance and improvement of ESU's campus community, its facilities, and its public spaces, including but not limited to ESU's athletic spaces. ESU shall not use payment proceeds for any debt maintenance or payroll obligations.

IV. Rights and Responsibilities of the City

In addition to its rights and responsibilities described elsewhere in this MOU, the City shall have the following rights and responsibilities:

- A. Payment to ESU. The City shall use monies it has collected for the purpose of generating economic growth to pay ESU as follows:
 1. That \$200,000 shall be remitted to ESU no later than thirty (30) days from the Effective Date of this MOU.
 2. That \$200,000 shall be remitted to ESU no later than June 30, 2024.
- B. Request for Accounting. The City shall be able to request from ESU a record of expenditures related to the payment described herein no more than once per quarter.
- C. Limitations on Promotional Activities. The City acknowledges the following:
 1. That the NCAA limits exposure or signage at any NCAA post-season event to the NCAA's current sponsors or advertisers.
 2. That all advertising and/or material copy contemplated herein shall be submitted to and approved by ESU prior to publication, display, or distribution.

V. Miscellaneous

- A. Nothing in this MOU shall be interpreted to mean that ESU is a political subdivision of the City, nor shall anything in this MOU be deemed or construed by the Parties or by any third person to create the relationship of principal and agent or of partnership or joint venture between ESU and the City.

- B. The term of this MOU shall commence upon the effective date described above and shall continue thereafter until terminated by either party upon thirty (30) days prior written notice for any reason. If ESU determines that its tax exemption or any tax-exempt bond covenant is (or is likely to be) adversely impacted by this MOU, then ESU may terminate this MOU by providing at least five (5) days' notice to the City.
- C. In the event this MOU is terminated for any reason by either Party at any time, ESU shall reimburse the City a prorated amount of the payment(s) described above in Section III, as follows:
- a. The Term of this MOU is for a period of 1095 days.
 - b. The total payment by the City as described above in Section III is \$400,000.00.
 - c. The daily prorated amount of said total payment is determined to be \$365.30 per day.
 - d. If this MOU is terminated after payment is made, as described above in Section III, ESU shall reimburse the City for any portion of the payment that otherwise would have been allocated on a daily prorated basis for the portion of the Term of this MOU that is unused.
- D. This MOU may be amended at any time with the signed, written approval of the Parties. Such amendments or modifications will be typed separately and signed by the Parties and made a part of this MOU.
- E. This MOU shall be governed by the laws of the State of Kansas. The Parties under this MOU agree to abide by all applicable federal, state, and local laws and regulations.
- F. The Parties mutually agree that in the event this MOU is terminated by either Party, the non-terminating Party shall have no right to enforce and/or bring enforcement action of any kind against the terminating Party.
- G. All notice under this MOU shall be given in writing and shall be deemed to have been properly given if and when delivered, or sent by certified mail to:

ESU: Emporia State University

Attn: Vice President, Director of Athletics

1 Kellogg Circle

Emporia, Kansas 66801

City: City of Emporia

Attn: Kerry Sull, City Clerk

PO Box 928

Emporia, KS 66801

- H. This MOU constitutes the entire understanding between the Parties concerning the subject matter hereof. This MOU supersedes all prior written or oral agreements or understandings existing between the Parties concerning the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed as of the effective date by persons duly authorized to bind the Parties to perform their respective obligations hereunder, as set forth on below.

[SIGNATURE PAGE TO FOLLOW]

Emporia State University

By: _____

Name: David Spafford

Title: Vice President, Director of Athletics

City of Emporia

By: _____

Name:

Title:

EXHIBIT A – ZOLA WITTEN TRACK RULES

The Zola Witten Track is open daily to the general public for walking, jogging, and running between the hours of 6:00 a.m. and sunset. The track will be closed on holidays, when the University is closed and when it is covered by snow or ice. Access is available through the revolving gate on the east side of the stadium. Please follow on-track instructions and barriers indicating lanes to utilize. To maintain the conditions and warranties on the track and artificial turf, the following rules and regulations must be observed:

- Rubber soled shoes only. Cleats of any kind may not be used.
- Walking, jogging, and running only. RIDING DEVICES ARE NOT PERMITTED (bicycles, tricycles, roller skates, in-line skates, skateboards, strollers? / carriages, etc.). Wheelchairs are permitted and can gain access to track by contacting Police & Safety.
- Children 14 years of age and under must be accompanied by an adult.
- Alcohol and tobacco products are not permitted inside the stadium.
- Plastic drinking containers only. Glass and metal containers such as juice bottles, pop cans, etc. are not permitted inside the stadium.
- Food is not permitted on the track.
- Pets of any kind are not permitted inside the stadium.
- The use of ESU track equipment, including the jump pits, is not permitted without written permission from the Athletic Department.
- No one is permitted on the artificial turf field without written permission from the Athletic Department.

The University and Athletic Department encourages the proper use and enjoyment of this facility. However, failure to observe and follow these rules and regulations may be cause for removal from the facility. Please report any violations to Police & Safety. If you have any questions, please contact the Athletic Department at (620) 341-5349. Thank you for your cooperation.



Commission Action Report

Resolution No. 3731 Adopting Event Fencing Policy 2-24

Title: Resolution No. 3731 Adopting Event Fencing Policy 2-24

Agenda Date: March 20, 2024

Presented By: Christina Montgomery, City Attorney

Background:

The City purchased portable crowd barrier fencing in 2018 utilizing transient guest tax funds. The event fencing is intended for use during special events in the community. In previous years, city fencing has been required for events in which alcohol is sold or consumed, and rental fees were based on a per-panel rate. Rental fees were returned to the transient guest tax fund for reimbursement of the initial purchase.

Discussion:

Resolution No. 3731 adopts a formal Event Fencing Policy establishing procedures for the use and rental of city fencing at special events. Under the new policy, rental fees will be based on staff time spent rather than a per-panel rate. This is expected to lower the cost of fence rental for most events and give event organizers flexibility in requesting and paying for only the delivery and set-up services they need. The Police Chief will be authorized to require the use of city fencing at any event where it is deemed necessary to protect public safety and welfare. City event fencing will continue to be required at some events involving alcohol but may not be required for the full perimeter of an event and will not be required at every event if a suitable alternative in compliance with state law is utilized.

Financial considerations:

Rental fees for city fencing are expected to be reduced.

Recommended action:

Approve Resolution No. 3731 Adopting Event Fencing Policy 2-24

Attachments:

Resolution No. 3731
Event Fencing Policy 2-24

RESOLUTION NO. 3731

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF EMPORIA,
KANSAS ADOPTING AN EVENT FENCING POLICY**

WHEREAS, the City of Emporia owns fence panels intended for use during special events, block parties, beer gardens, and other special events authorized by the City; and

WHEREAS, The Governing Body desires to establish procedures for community use of city owned fence panels; and

WHEREAS, the Governing Body has determined that it is necessary to adopt an Event Fencing Policy, a copy of which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED, that the aforesaid Event Fencing Policy, as attached hereto, is hereby adopted and, further, the policy shall be inserted into the City of Emporia Policy Manual.

The Resolution shall take effect immediately upon its passage.

APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS, this 20th day of March 2024.

Danny Giefer, Mayor

Attest:

Kerry Sull, City Clerk



Subject: Event Fencing Policy	Issued by: City Commission Resolution No.	Effective Date: 3/20/2024
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2-24 EVENT FENCING

A. BACKGROUND

The City Commission purchased portable crowd barrier fencing in 2018 intended for use at community events.

B. PURPOSE

It is the purpose of this policy to establish procedures for community use of city owned fence panels. Event fencing is intended for use during special events, block parties, beer gardens, and other public events authorized by the City Commission, City Manager, Police Department, or other designated City Staff within the corporate limits of the City.

C. POLICY

General Conditions:

- Use of event fencing requires a rental application and agreement.
- A renter of fencing must be at least 21 years of age.
- Applications should be submitted at least 30 days prior to the scheduled event to reserve fencing. Fence panels will be offered on a first come, first served basis.
- City staff will deliver fence panels to designated locations prior to events and will pick fence panels up at the same location after the event. Organizers may also request city set-up of fence panels.

Fees:

- No per-panel fees will be charged.
- Rental fees will be based on staff time required for loading, delivery, removal, and set-up (when requested).
- For the year 2024, staff time will be charged at a rate of \$18 per staff person per hour during regular business hours; and a rate of \$27 per staff person per hour for evening, weekend, and holidays. Fees may be adjusted in future years upon the approval of the City Manager or designee to reflect then-current staff wages more accurately.
- City staff will provide a rental fee estimate upon approval of a rental application.

Cancellations:

- Cancellations may be made with no penalty up to 5 days prior to the scheduled event.
- Events cancelled voluntarily with less than 5 days' notice will incur a 20% cancellation fee.

- Events cancelled voluntarily after city staff has begun work will incur a fee equal to the amount of staff time expended at a minimum of 1 work hour per person.
- No fee will be assessed for cancellations due to severe weather.

Other Conditions:

- The Chief of Police or designee may require the use of city fencing at any event when it is deemed necessary to protect public safety and welfare.
- Renters will agree to conduct activities with full regard to public safety and abide by all applicable laws, regulations, and requests by governmental agencies responsible for public safety.
- Renters will agree to hold the City harmless and assume all liability for the event and use of the fence.
- Renters will include the City of Emporia as an additional insured on their event liability insurance policy.
- If City equipment is damaged during the rental term, the renter will be responsible to pay for repair or replacement.
- Failure to comply with any of the terms of the Rental Agreement may cause the individual and/or group to forfeit the privilege to reserve the fencing for one year at the discretion of the City Manager.



Commission Action Report

Financials and Permits

Title: Financials and Permits
Agenda Date: March 20, 2024
Presented By: Trey Cocking, City Manager

Background:

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

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

Monthly Local Retail Sales Tax Receipts Update

	2023	2024	
	\$ 597,681.00	\$ 597,914.46	Increase of \$233.46 for the month, and
YTD	\$ 1,113,687.92	\$1,115,283.82	Overall increase of 0.12% from year 2023.

City Share from County Tax

	2023	2024	
	\$ 326,755.28	\$ 302,081.88	Decrease of \$24,673.60 for the month, and
YTD	\$ 591,799.66	\$ 570,044.59	Overall decrease of 3.82% from year 2023.

Building Permits issued from 2/1/2024 to 2/29/2024 for new construction, remodeling/repairs and demolition.

Total number of building permits issued through Code Services:	54
Total of valuations associated with those building permits:	\$3,140,479.35
Total number of dollars collected for Building Permit Fees:	\$ 12,528.50
Construct – Single-family dwellings	1
Demo – Single-family dwellings	1

Flint Hills Mall CID for February 2024	\$ 24,236.54
YTD	\$ 40,945.56

Pavilions CID for February 2024	\$ 24,013.67
CID #2	\$ 24,012.84
YTD	\$ 82,328.47

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, March 6, 2024, with Mayor Giefer presiding and Commissioners Brinkman, Harter, Sauder, and Smith present. Also present were City Manager Cocking, Assistant City Manager Detter, City Clerk Sull and City Attorney Montgomery.

**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.

No comments were made at this time.

**CITY COMMISSION
(Designating Quaker Park Surplus Real Property)
(Resolution Number 3726)**

City Attorney Montgomery was recognized and addressed the Governing Body. She stated the City Commission established City Policy 1-13 Sale of Surplus Real Property which sets forth a procedure that City Commission may follow when unsolicited requests to purchase City owned real property are received. If the Commission chooses to designate a property as surplus property, city staff advertises a request for bids or proposals for the property based on criteria set by the Commission. The Emporia Land Bank has requested the City consider selling or transferring Quaker Park property to the Land Bank for purposes of residential development. The proposed resolution will add Quaker Park to the surplus property list and direct staff to take proposals from developers, including the Emporia Land Bank, for potential housing development of Quaker Park. After proposals are received, the Commission may accept a proposal, request additional information, or reject all proposals. Proposers will be expected to finance development

proposals. Title work and other land transfer or conveyance costs will be expected to be paid by the developer, or Emporia Land Bank. She stated staff recommends approval of Resolution Number 3476 designating Quaker Park surplus real property.

Commissioner Harter made a motion to approve Resolution Number 3726 designating Quaker Park Surplus Real Property. Commissioner Sauder seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Smith, aye; and Mayor Giefer, aye.

**CITY COMMISSION
(Authorizing Notice of Proposed Sale of Quaker Park)
(Resolution Number 3727)**

City Attorney Montgomery was recognized and addressed the Governing Body. She stated the City Commission declared Quaker Park property surplus real property in accordance with the procedures set forth in City Policy 1-13. This action was a request from Emporia Land Bank to transfer or sell the park to the Land Bank for purposes of residential development. She stated staff has been directed to advertise a Request for Proposals for housing development in Quaker Park. Requirements for selling public park property are set out in K.S.A. 12-1301. Prior to the sale, the City is required to publish notice of the proposed sale in the official city newspaper for two consecutive weeks, and allow thirty days from the date of the last publication for a protest petition to be filed by qualified electors of the City. In the event a valid protest petition is filed, the City Commission may not proceed to selling Quaker Park unless approved by the voters at a general or special election. She stated this proposed resolution authorizes city staff to publish notice of a potential sale of Quaker Park property in accordance with state law. The dates of publication are expected to be March 9, 2024, and March 16, 2024. A thirty-day protest petition window will follow with an expected end date of April 15, 2024. Staff recommends approval of Resolution Number 3727 authorizing city staff to publish notice of the proposed sale of Quaker Park Property.

Commissioner Smith made a motion to approve Resolution Number 3727 authorizing city staff to publish notice of the proposed sale of Quaker Park property. Commissioner Harter seconded the motion. The vote follows: Commissioner Smith, aye;

Commissioner Harter, aye; Commissioner Brinkman, aye; Commissioner Sauder, aye; and Mayor Giefer, aye.

**WEEDS AND GRASS
(Provisions for Planned Sustainable Landscapes)
(Ordinance Number 24-07)**

AN ORDINANCE PERTAINING TO WEEDS AND GRASS, AMENDING SECTIONS 17-11, 17-12, 17-13, 17-14, 17-15, 17-16, 17-17 AND 17-22 OF THE CODE OF THE CITY OF EMPORIA, KANSAS, to which the City Clerk assigned Ordinance Number 24-07, was presented to the Governing Body for their consideration.

Kory Krause, Director of Building & Neighborhood Development, was recognized and addressed the Governing Body. He stated the current Weeds and Grass article in the City Code was established in 1996. City staff is proposing updates to code sections to increase ease of use, ensure conformity with state law, and establish provisions for Planned Sustainable Landscapes. He stated a Planned Sustainable Landscape will mean a planned, intentional, and maintained planting or native plants, grasses, vines, shrubs or trees. The proposed ordinance shall include, but is not limited to, rain gardens, monarch sanctuaries, meadow vegetation, and ornamental plants. These landscapes shall not include turf grass lawns left unattended for the purpose of returning to a natural state. These landscapes shall be well maintained or may be considered a nuisance subject to the provisions of the weed and grass ordinance. He stated enforcement procedures and penalties will remain the same. He stated staff recommends approval of Ordinance Number 24-07 pertaining to weeds and grass.

Commissioner Smith made a motion to approve Ordinance Number 24-07, an ordinance pertaining to weeds and grass. Commissioner Sauder seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Harter, aye; and Mayor Giefer, aye.

CITY COMMISSION
(Emporia West Plaza Community Improvement District – CID)
(Petition)
(Resolution Number 3728)

Tayler Wash, Director of Special Projects, was recognized and addressed the Governing Body. She stated the first step in the creation of a Community Improvement District (CID) for Emporia West Plaza is the acceptance of the petition submitted by the owner as required by Kansas statutes. The petition includes the costs of projects including parking facilities; site work; infrastructure improvements; landscaping; lighting; utilities; interest on borrowed funds; administrative fees; associated costs incurred by the City; and other items eligible for reimbursement under the Act. The estimated cost of the Project is \$2,605,824.67 plus the State of Kansas administrative expenses of 2% and the City's administrative fee of 3% and any other associated costs incurred by the City. The method of financing the Project is through the use of CID sales tax revenue imposed pursuant to the Act on a pay-as-you-go basis. She stated the developer is requesting consideration of a 2% add-on CID sales tax. No special assessments are requested to be imposed pursuant to the Act. This action is consistent with state law and requires a Public Hearing included in the Resolution. She stated the next step is the process of the Community Improvements District is to provide notice of a public hearing. The state requires two publications of its hearing notice with additional publication requirements regarding timing between notices and before the hearing itself. The first publication is scheduled for March 19, 2024, and the second is scheduled for March 26, 2024. The notice of hearing does not bind the City to any financial action regarding the establishment of the district. This resolution will set the public hearing on the advisability of creating the CID for Emporia West Plaza on April 3, 2024, at 11:00 a.m.

Following further discussion, Commissioner Smith made a motion to accept the Emporia West Plaza Community Improvement District petition in accordance with Kansas Statutes and approve Resolution Number 3728 to provide notice for a public hearing on the advisability of creating the Emporia West Plaza Community Improvement District. Commissioner Sauder seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Harter, aye; and Mayor Giefer, aye.

**ADMINISTRATIVE SERVICES
(ERP Selection)
(Contract with Tyler Technologies, Inc.)
(Agreement with ClientFirst Technology Consulting)**

Janet Harrouff, Director of Finance, was recognized and addressed the Governing Body. She stated in January 2023, the city entered into an agreement with ClientFirst Technologies Consulting to assist in selecting an ERP vendor. Discussions were held with ClientFirst and city staff to determine the ERP needs for the city. Proposal packets were sent to six (6) vendors and four (4) submitted proposals. Staff reviewed proposals and requested two (2) provide demonstrations. Tyler Technologies had been selected and the City entered into contract negotiations. She stated Tyler Technologies will provide the ERP software for Financials, Payroll and Utility Billing. Implementation for finance will take approximately 9 months to complete. Utility Billing and Payroll will start 6 months after Finance and will take 9 to 12 months to complete. The timetable may be extended due to the availability of staff. Five years of historical data will be converted to the new software. The implementation cost for Financials, Payroll and Utility Billing software is \$386,096, which will be paid as costs are incurred over two (2) years. Data conversion cost is \$82,100, which will be paid as incurred. There are third-party hardware fees estimated at \$12,695 and trainer travel fees of \$30,780. These costs will be paid for from the Internal Improvement Fund. Annual maintenance cost is \$140,772, guaranteed for five (5) years. The city is currently paying Harris Enterprise \$83,033.31 for annual maintenance. This maintenance cost will be paid from the annual budgets in General, Water, Wastewater and Solid Waste Funds. She stated ClientFirst has been invaluable in working through the process of identifying the city's needs in an ERP system, keeping the process moving forward and assisting in the negotiation process. City staff would like to continue utilizing ClientFirst's management in implementing the ERP systems. An agreement with ClientFirst to implement the ERP system is a cost of \$89,844, this cost would be paid using the Internal Improvement Fund. She stated staff recommends approval of the contract with Tyler Technologies for the Finance, Payroll and Utility Billing ERP software; and approval of the ERP System Implementation Project Management Oversight with ClientFirst Technology Consulting.

Commissioner Harter made a motion to approve the ERP software contract with Tyler Technologies, Inc. for finance, payroll and utility billing software and approve the agreement with ClientFirst Technologies to implement ERP systems. Commissioner Smith seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Smith, aye; Commissioner Brinkman, aye; Commissioner Sauder, aye; and Mayor Giefer, aye.

**SIDEWALK
(2024 Hazardous Sidewalk Program)
(Bid)**

Jim Ubert, City Engineer, was recognized and addressed the Governing Body. He stated one (1) bid was received for the 2024 Hazardous Sidewalk Program. The bid received is used for setting unit prices for each individual project line item. Bid totals were achieved by multiplying these unit prices with our initial estimated quantities from the list of site work projected for the 2024 Hazardous Sidewalk program.

BID TABULATION FOR 2024 HAZARDOUS SIDEWALK PROGRAM

Contractor	Base Bid
<i>S. R. Coffman Construction</i>	<i>\$59,630.00</i>
Engineer's Estimate	\$52,587.50

The 2024 Hazardous Sidewalk Program is budgeted at \$100,000.00, additional locations and quantities will be added throughout the year as property owners sign up for participation in the program. The program also allows the homeowner the option to hire their own bonded contractor to replace their sidewalk at these set unit prices. He stated staff recommends awarding the 2024 Hazardous Sidewalk Program to S. R. Coffman Construction in the base bid amount of \$59,630.00.

Commissioner Brinkman inquired about the process for new businesses to receive notification from the City about bidding for such projects.

Following further discussion Commissioner Harter made a motion awarding the bid for the 2024 Hazardous Sidewalk Program to S.R. Coffman Construction in the amount of \$59,630.00 and to authorize the City Manager to sign the agreement. Commissioner Brinkman seconded the motion. The vote follows: Commissioner Harter, aye;

Commissioner Brinkman, aye; Commissioner Sauder, aye; Commissioner Smith, aye; and Mayor Giefer, aye.

Consent Agenda

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

- a. Minutes of Regular Commission Meeting Held on February 21, 2024.
- b. Advanced Metering Infrastructure Gateway Installation.
- c. Ordinance Number 24-06 Providing for Acquisition by Eminent Domain.

AN ORDINANCE PROVIDING FOR THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN PRIVATE PROPERTY, EASEMENTS, AND RIGHTS-OF-WAY THEREIN FOR THE PURPOSES OF HIGHWAY, UTILITY, AND DRAINAGE IMPROVEMENTS IN LYON COUNTY, KANSAS; DESIGNATED THE LANDS REQUIRED FOR SUCH PURPOSES AND DIRECTING THE CITY ATTORNEY TO FILE A PETITION IN THE DISTRICT COURT OF LYON COUNTY, KANSAS, FOR ACQUISITION OF THE LANDS AND EASEMENTS THEREIN TAKEN AND PROVIDING FOR PAYMENT OF THE COSTS THEREOF, to which the City Clerk assigned Ordinance Number 24-06, was presented to the Governing Body for their consideration.

- d. 2024 Annual Operation & Maintenance Assurance Statement of Land and Water Conservation Fund.
- e. Ordinance Number 24-08 St. Patrick's Day Parade Event.

AN ORDINANCE EXEMPTING THE PARKING LOT SOUTH OF 405 COMMERCIAL STREET AND FOURTH AVENUE BETWEEN COMMERCIAL STREET AND THE ALLEY WEST OF COMMERCIAL STREET IN THE CITY OF EMPORIA, KANSAS, FROM THE PROHIBITION ON THE CONSUMPTION OF ALCOHOLIC BEVERAGES, to which the City Clerk assigned Ordinance Number 24-08, was presented to the Governing Body for their consideration.

- f. Emergency Solutions Grant Agency Agreements with Bloom House Youth Services, Inc. and S.O.S., Inc.

The vote follows: Commissioner Sauder aye; Commissioner Harter, aye; Commissioner Brinkman, aye; Commissioner Smith, aye; and Mayor Giefer, 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 MARCH 20, 2024, MEETING.

- Final Performance Public Hearing for CDBG Commercial Rehab at 17 W. 4th Avenue – Radius
- Welch Stadium Agreement.
- Ordinance for Common Consumption Area for Emporia Main Street.
- Animal Shelter Contract Extension.
- Approve the Rescheduling of the April 17, 2024, Commission Meeting.

STUDY SESSION

**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.

Commissioner Smith made a motion to recess the meeting until 11:35 a.m. to Conference Room 1AB. Commissioner Harter seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Harter, aye; Commissioner Brinkman, aye; Commissioner Sauder, aye; and Mayor Giefer, aye.

STUDY SESSION:

1. Discuss Resolution to Adopt the Revised Compensation Plan.
2. Discuss Rescheduling Commission Meeting on April 17, 2024.
3. Discuss City Wide Grant Application Process.

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

Danny Giefer, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Ordinance No. 24-10 Common Consumption Area
Sponsored by Radius Production LLC.

Title: Ordinance No. 24-09 Establishing a Common Consumption Area
Sponsored by Emporia Main Street.

Agenda Date: March 20, 2024

Presented By: Christina Montgomery, City Attorney

Background:

Emporia Main Street has applied to host a Common Consumption Area (CCA) in a similar but expanded area compared to the area where they hosted a CCA last year. Alcohol may be sold and consumed in a CCA when open for a special event. Licensed drinking establishments (DE's) adjacent to the CCA may apply to the state to participate in a CCA. Taverns adjacent to the CCA may apply to the city to participate.

Discussion:

The proposed ordinance establishes a twelve-month common consumption area. A special event permit approved by the Emporia Police Department will be required to open the CCA. When open, alcohol and enhanced CMB may be sold and consumed in the CCA between the hours of 12:00 pm and 12:00 am. The CCA permit holder will be held liable for all alcohol violations that occur within the CCA and participating licensed DE's and/or taverns will be held liable for alcohol violations that occur within their licensed premises. The requested CCA area is depicted on the attached map.

Financial considerations:

The City will pay the cost of ordinance publication in the designated official local newspaper. City staff will provide standard special event services when the CCA is open.

Recommended action:

Approve Ordinance No. 24-09 Establishing a Common Consumption Area Sponsored by Emporia Main Street

Attachments:

Ordinance No. 24-09
Map Main Street CCA

ORDINANCE NO. 24-09

AN ORDINANCE ESTABLISHING A COMMON CONSUMPTION AREA AND AUTHORIZING THE POSSESSION AND CONSUMPTION OF ALCOHOLIC LIQUOR AND CEREAL MALT BEVERAGE WITHIN THE COMMON CONSUMPTION AREA BOUNDARIES.

WHEREAS, Emporia Main Street desires to sponsor a Common Consumption Area including an area north of the railroad tracks to south of 12th Avenue and east of Constitution Street to west of Union Street as depicted in the Map depicted in Exhibit A, incorporated herein by reference; intended to be used from time to time as a public gathering place for special events where possession and consumption of alcoholic beverages and/or cereal malt beverages (hereinafter referred to as CMB) is authorized during dates and times in which the Common Consumption Area is open, as designated by the Governing Body of the City of Emporia; and

WHEREAS, the Governing Body of the City of Emporia desires to establish said Common Consumption Area and approves Emporia Main Street as applicant for the Common Consumption Area Permit.

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

SECTION 1. Establishment of Common Consumption Area. Pursuant to K.S.A. 41-2659, as amended, the Governing Body hereby establishes a Common Consumption Area (hereinafter referred to as CCA) during special events, excluding any and all areas which are currently or otherwise become subject to a license issued pursuant to the Kansas Liquor Control Act or the Club and Drinking Establishment Act; and approves Emporia Main Street as the sponsor of the CCA. The Common Consumption area shall include an area north of the railroad tracks to south of 12th Avenue and east of Constitution Street to west of Union Street as depicted in the Map depicted in Exhibit A. The CCA shall remain in effect until March 19, 2025.

SECTION 2. Special Event Permit Required; Streets; Hours. The CCA shall be open during a special event after application and approval of a special event permit from the Emporia Police Department. The boundaries of the event shall be clearly marked using City of Emporia fencing or other apparent line of demarcation and signage as approved by the Police Chief or designee. Any public street, roadway, alley, or parking lot that lies within the CCA designated for the special event shall be blocked from motorized traffic during the hours in which alcoholic liquor and/or CMB is consumed when required by Kansas state law or by the Chief of Police. The possession and consumption of alcoholic liquor and/or CMB within the CCA during a special event shall only be allowed between the hours of 12:00 p.m. and 12:00 a.m. Sunday through Saturday.

SECTION 3. Permit; Directors of the Division of Alcoholic Beverage Control. The Governing Body hereby authorizes the possession and consumption of alcoholic liquor and/or CMB in the Common Consumption Area during a special event as authorized by

the Emporia Police Department with boundaries clearly demarcated provided that a common consumption area permit ("Permit") has been issued to Emporia Main Street by the State of Kansas, Director of the Division of Alcoholic Beverage Control ("Director") in accordance with K.S.A. 41-2659 and amendments thereto.

SECTION 4. Authorized Alcoholic Liquor Containers. All alcoholic liquor and/or CMB removed from a licensed premise, with a valid CCA permit and authorized to participate in the special event, shall be served in a container that displays the licensee's trade name or logo or other identifying mark that is unique to the licensee. No alcoholic beverage removed from a licensed premise shall be in a glass container or any container that otherwise represents a potential danger to the public as determined by law enforcement officials.

SECTION 5. Purchases Outside CCA. The possession or consumption of alcoholic liquor and/or CMB purchased outside of the CCA shall not be permitted inside the boundaries of the special event and CCA.

SECTION 6. Purchases Within CCA. No open container of alcoholic liquor and/or CMB purchased within the CCA shall be removed from the boundaries of the CCA and special event. No alcoholic beverages shall be consumed in vehicles while on the street at any special event within the CCA.

SECTION 7. Licensees. All licensees approved by the Director to participate in the CCA shall at all times comply with any and all federal and state law and City ordinances regulating the purchase, sale, and consumption of alcoholic liquor and/or CMB.

SECTION 8. Effective Date. The Ordinance shall become effective upon passage and publication of the ordinance summary in the official City newspaper.

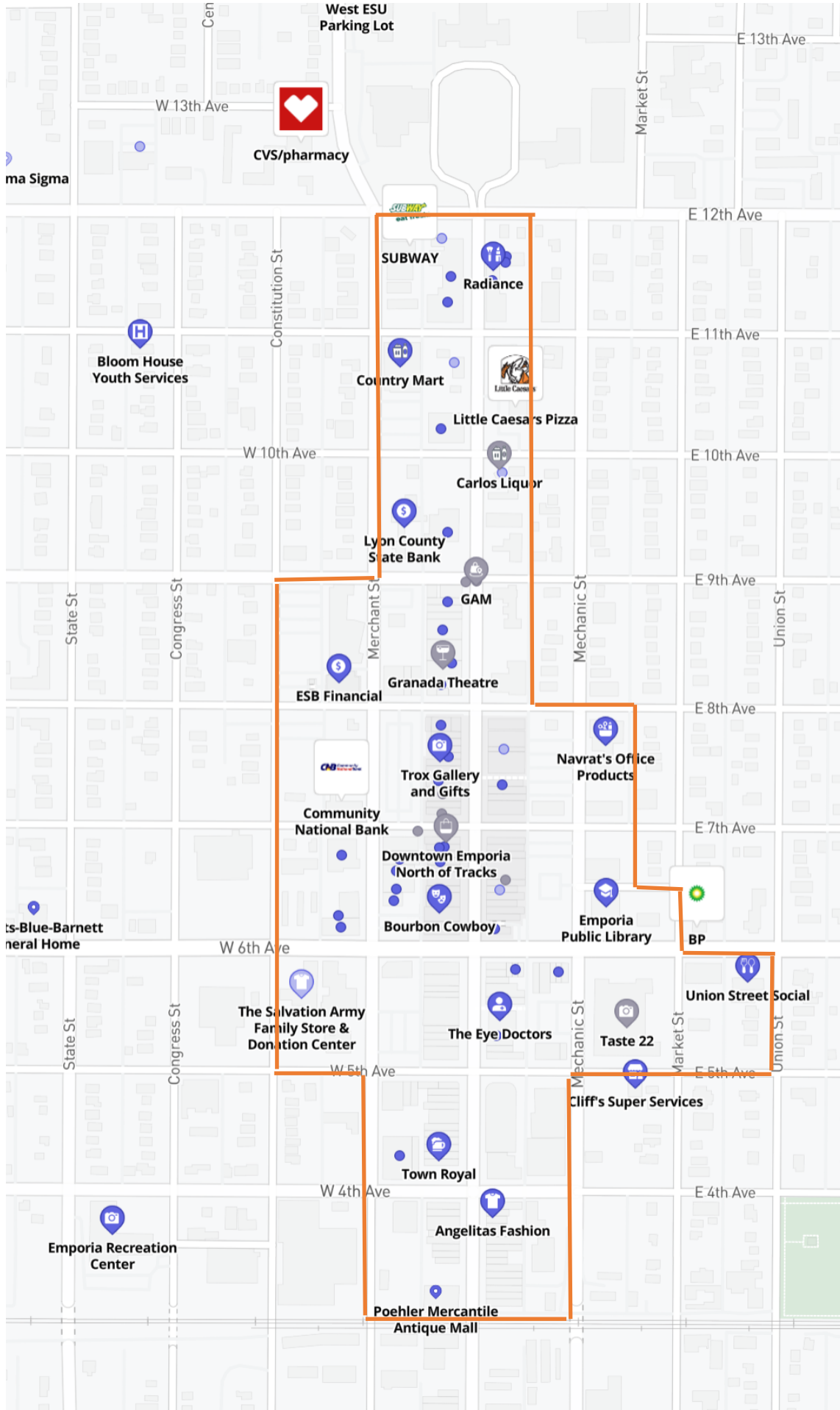
PASSED AND APPROVED this 20th day of March 2024.

Danny Giefer, Mayor

ATTEST:

Kerry Sull, City Clerk

EXHIBIT A





Commission Action Report

Ordinance No. 24-10 Common Consumption Area
Sponsored by Radius Production LLC.

Title: Ordinance No. 24-10 Common Consumption Area
Sponsored by Radius Production LLC.

Agenda Date: March 20, 2024

Presented By: Christina Montgomery, City Attorney

Background:

Radius Production, LLC has applied to host a Common Consumption Area (CCA) in the same area where they hosted a CCA last year. Alcohol may be sold and consumed in a CCA when open for a special event. Licensed drinking establishments (DE's) adjacent to the CCA may apply to the state to participate in a CCA. Taverns adjacent to the CCA may apply to the city to participate.

Discussion:

The proposed ordinance establishes a twelve-month common consumption area. A special event permit approved by the Emporia Police Department will be required to open the CCA. When open, alcohol and enhanced CMB may be sold and consumed in the CCA between the hours of 12:00 pm and 12:00 am. The CCA permit holder will be held liable for all alcohol violations that occur within the CCA and participating licensed DE's and/or taverns will be held liable for alcohol violations that occur within their licensed premises. The requested CCA area is depicted on the attached map.

Financial considerations:

The City will pay the cost of ordinance publication in the designated official local newspaper. City staff will provide standard special event services when the CCA is open.

Recommended action:

Approve Ordinance No. 24-10 Common Consumption Area Sponsored by Radius Production, LLC

Attachments:

Ordinance No. 24-10
Map Radius CCA 2024

ORDINANCE NO. 24-10

AN ORDINANCE ESTABLISHING A COMMON CONSUMPTION AREA AND AUTHORIZING THE POSSESSION AND CONSUMPTION OF ALCOHOLIC LIQUOR AND CEREAL MALT BEVERAGE WITHIN THE COMMON CONSUMPTION AREA BOUNDARIES.

WHEREAS, Radius Production, LLC, desires to sponsor a Common Consumption Area in an area including 4th Avenue street and sidewalks between Merchant Street and Commercial Street and the parking lot south of 405 Commercial Street in the City of Emporia; intended to be used from time to time as a public gathering place for special events where possession and consumption of alcoholic beverages and/or cereal malt beverages (hereinafter referred to as CMB) is authorized during dates and times in which the Common Consumption Area is open, as designated by the Governing Body of the City of Emporia; and

WHEREAS, the Governing Body of the City of Emporia desires to establish said Common Consumption Area and approves Radius Production, LLC as applicant for the Common Consumption Area Permit.

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

SECTION 1. Establishment of Common Consumption Area. Pursuant to K.S.A. 41-2659, as amended, the Governing Body hereby establishes a Common Consumption Area (hereinafter referred to as CCA) during special events, excluding any and all areas which are currently or otherwise become subject to a license issued pursuant to the Kansas Liquor Control Act or the Club and Drinking Establishment Act; and approves Radius Production, LLC as the sponsor of the CCA. The Common Consumption area shall be located at an area including 4th Avenue between Merchant Street and Commercial Street and the parking lot south of 405 Commercial Street in the City of Emporia, as illustrated in Exhibit A, incorporated herein by reference. The CCA shall remain in effect until March 22, 2025.

SECTION 2. Special Event Permit Required; Streets; Hours. The CCA shall be open during a special event after application and approval of a special event permit from the Emporia Police Department. The boundaries of the event shall be clearly marked using City of Emporia fencing or other apparent line of demarcation and signage as approved by the Police Chief or designee. Any public street, roadway, alley, or parking lot that lies within the CCA in an area designated for the special event shall be blocked from motorized traffic during the hours in which alcoholic liquor and/or CMB is consumed when required by Kansas state law or by the Chief of Police. The possession and consumption of alcoholic liquor within the CCA during a special event shall only be allowed between the hours of 12:00 p.m. and 12:00 a.m. Sunday through Saturday.

SECTION 3. Permit; Directors of the Division of Alcoholic Beverage Control. The Governing Body hereby authorizes the possession and consumption of alcoholic liquor in the Common Consumption Area during a special event as authorized by the Emporia Police Department with boundaries clearly demarcated provided that a common consumption area permit ("Permit") has been issued to Radius Production, LLC by the State of Kansas, Director of the Division of Alcoholic Beverage Control ("Director") in accordance with K.S.A. 41-2659 and amendments thereto.

SECTION 4. Authorized Alcoholic Liquor Containers. All alcoholic liquor and/or CMB removed from a licensed premise, with a valid CCA permit and authorized to participate in the special event, shall be served in a container that displays the licensee's trade name or logo or other identifying mark that is unique to the licensee. No alcoholic beverage removed from a licensed premise shall be in a glass container or any container that otherwise represents a potential danger to the public as determined by law enforcement officials.

SECTION 5. Purchases Outside CCA. The possession or consumption of alcoholic liquor and/or CMB purchased outside of the CCA shall not be permitted inside the boundaries of the special event and CCA.

SECTION 6. Purchases Within CCA. No open container of alcoholic liquor and/or CMB purchased within the CCA shall be removed from the boundaries of the CCA and special event. No alcoholic beverages shall be consumed in vehicles while on the street at any special event within the CCA.

SECTION 7. Licensees. All licensees approved by the Director to participate in the CCA shall at all times comply with any and all federal and state law and City ordinances regulating the purchase, sale, and consumption of alcoholic liquor and CMB.

SECTION 8. Effective Date. The Ordinance shall become effective upon passage and publication of the ordinance summary in the official City newspaper.

PASSED AND APPROVED this 20th day of March 2024.

Danny Giefer, Mayor

ATTEST:

Kerry Sull, City Clerk

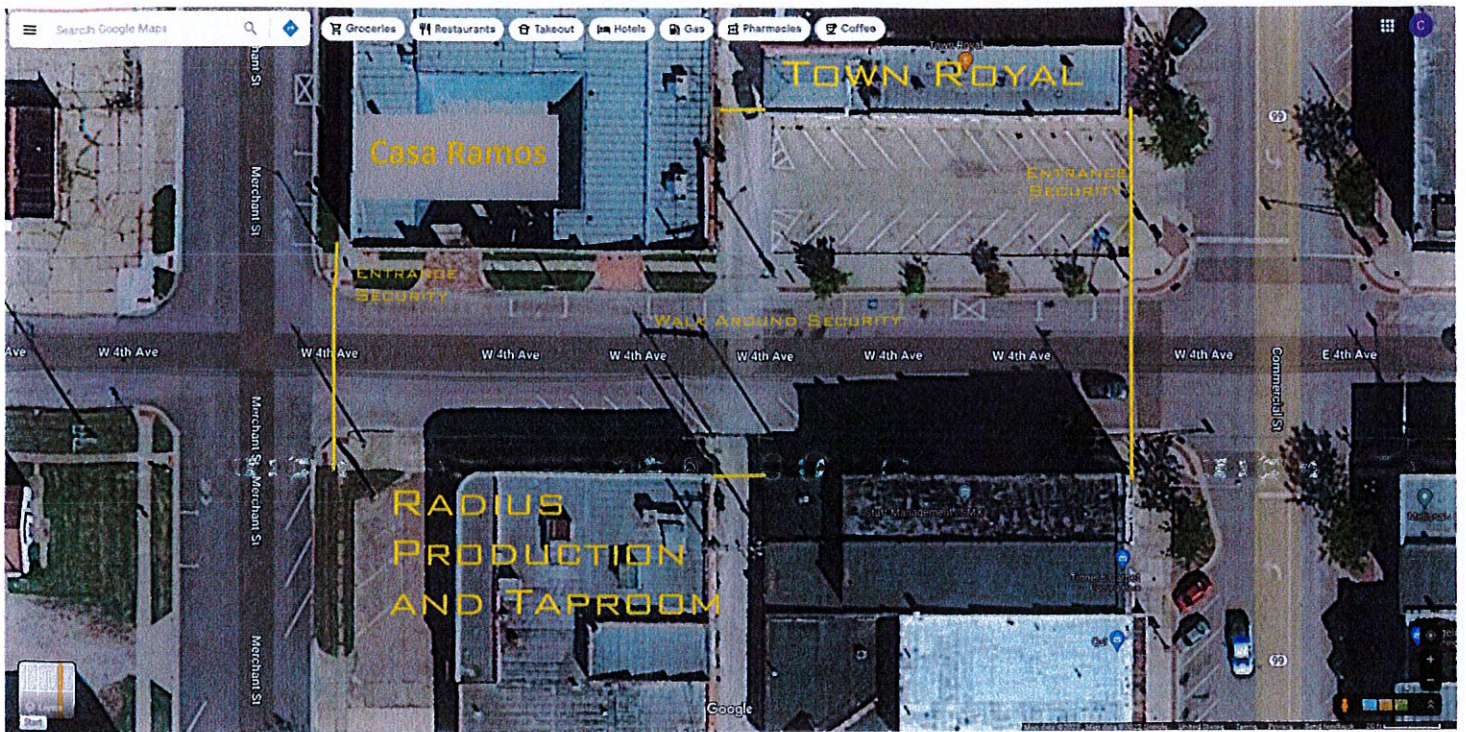


EXHIBIT A



Commission Action Report

Reschedule April 17, 2024 City Commission Meeting
to Tuesday, April 16, 2024, at 11:00 a.m.

Title: Reschedule April 17, 2024 City Commission Meeting
to Tuesday, April 16, 2024, at 11:00 a.m.

Agenda Date: March 20, 2024

Presented By: Christina Montgomery, City Attorney

Background:

City Code Sec. 2-10 pertaining to Meetings of the Governing Body, states the City Commission may vote to reschedule a future meeting to another date and time as specified in the motion.

Discussion:

There is a scheduling conflict that will affect the regularly scheduled April 17, 2024 meeting of the City Commission. An alternative date of April 16, 2024, at 11:00 a.m. was discussed at the last meeting.

Financial considerations:

None

Recommended action:

Approve Rescheduling April 17, 2024, City Commission Meeting to Tuesday, April 16, 2024, at 11:00 a.m.

Attachments:

None



Commission Action Report

Informational Items

Title: Informational Items

Agenda Date: March 20, 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 April 3, 2024.

Commission Meeting :

- Proclamation Recognizing April 7-13th as National Library Week.
- Proclamation Recognizing April as Fair Housing Month.
- Public Hearing for Emporia West Plaza CID.
- Appoint Member to EHRC.
- Eagle Exhibit Repair Project.

Study Session:



Commission Action Report

Executive Session

Title: Executive Session

Agenda Date: March 20, 2024

Background:

AN EXECUTIVE SESSION FOR DISCUSSIONS RELATING TO DATA RELATED TO FINANCIAL AFFAIRS OR TRADE SECRETS OF CORPORATIONS, PARTNERSHIPS, TRUSTS, AND INDIVIDUALS RELATED TO POTENTIAL ECONOMIC DEVELOPMENT PROJECTS. K.S.A. 75-4319(B)(4) IS THE AUTHORITY FOR THIS RECESS INTO EXECUTIVE SESSION.

Recommended action:

Recess into Executive Session to discuss confidential matters of a third party for a potential development project for 30 minutes and to invite Tayler Wash, City Special Projects Director; Jim Ubert, City Engineer; and Jim Witt, Interim RDA President; and stating at which time the open meeting will resume.

Title: Community Survey Review

Agenda Date: March 20, 2024

Presented By: Tayler Wash, Director of Special Projects

Background:

The City distributed a survey to residents during January-February of 2024 to get feedback from residents on the quality of City services and priorities.

Discussion:

We will do a high-level walkthrough of the survey results and discuss any observations.

Financial Considerations:

N/A

Other Considerations:

N/A

Attachments:

Community Survey: Overview of Results PPT



Community Survey

Overview of Results



Executive Summary

Overview

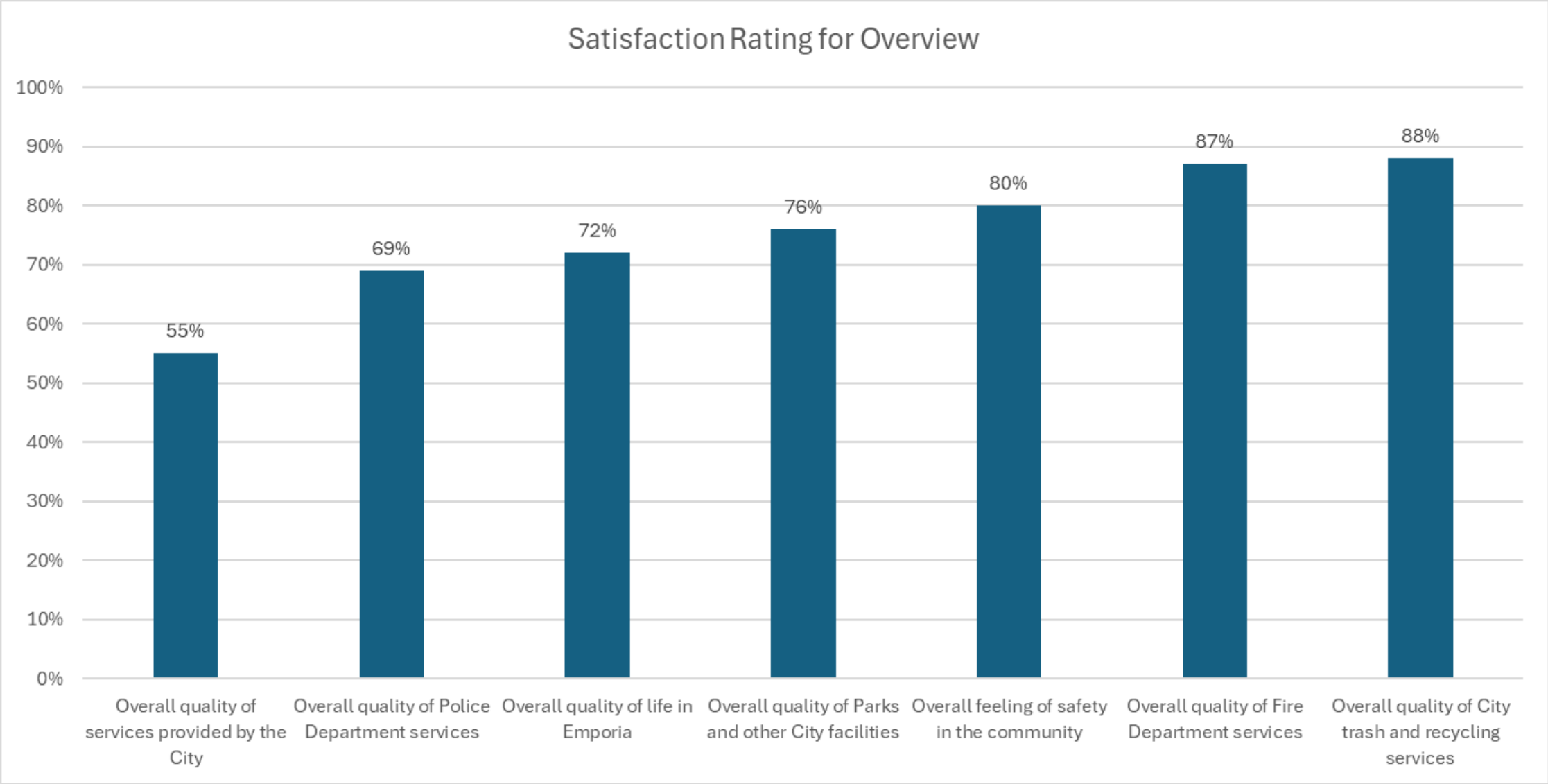
- Distributed through January and February of 2024
- Intended to gather resident feedback on city priorities and quality of services
- This is the second survey conducted by ETC

Methodology

- Paper copies were mailed to a random sample of 400 households
- Residents had the option to complete via paper or online
- The goal was to get feedback from 400 residents, and we had 481 complete it



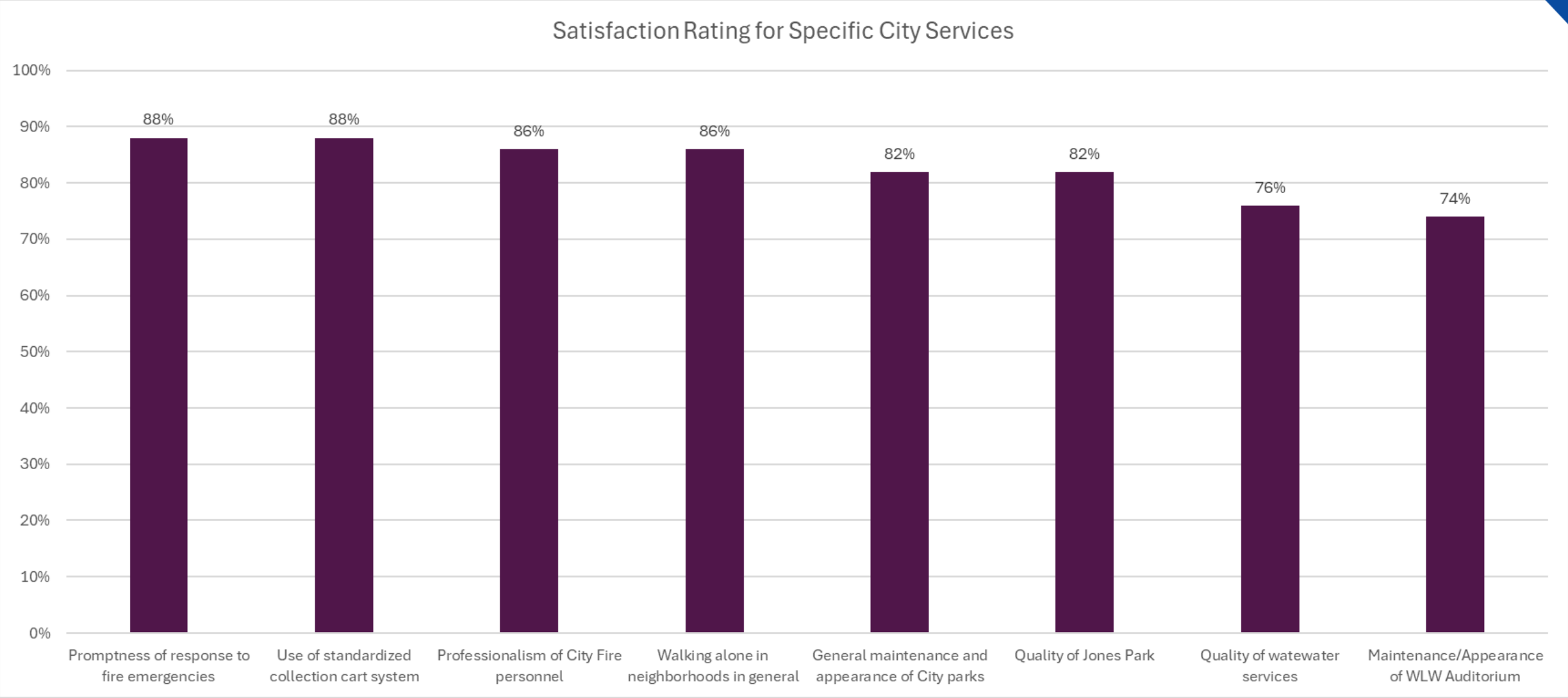
Executive Summary



Executive Summary

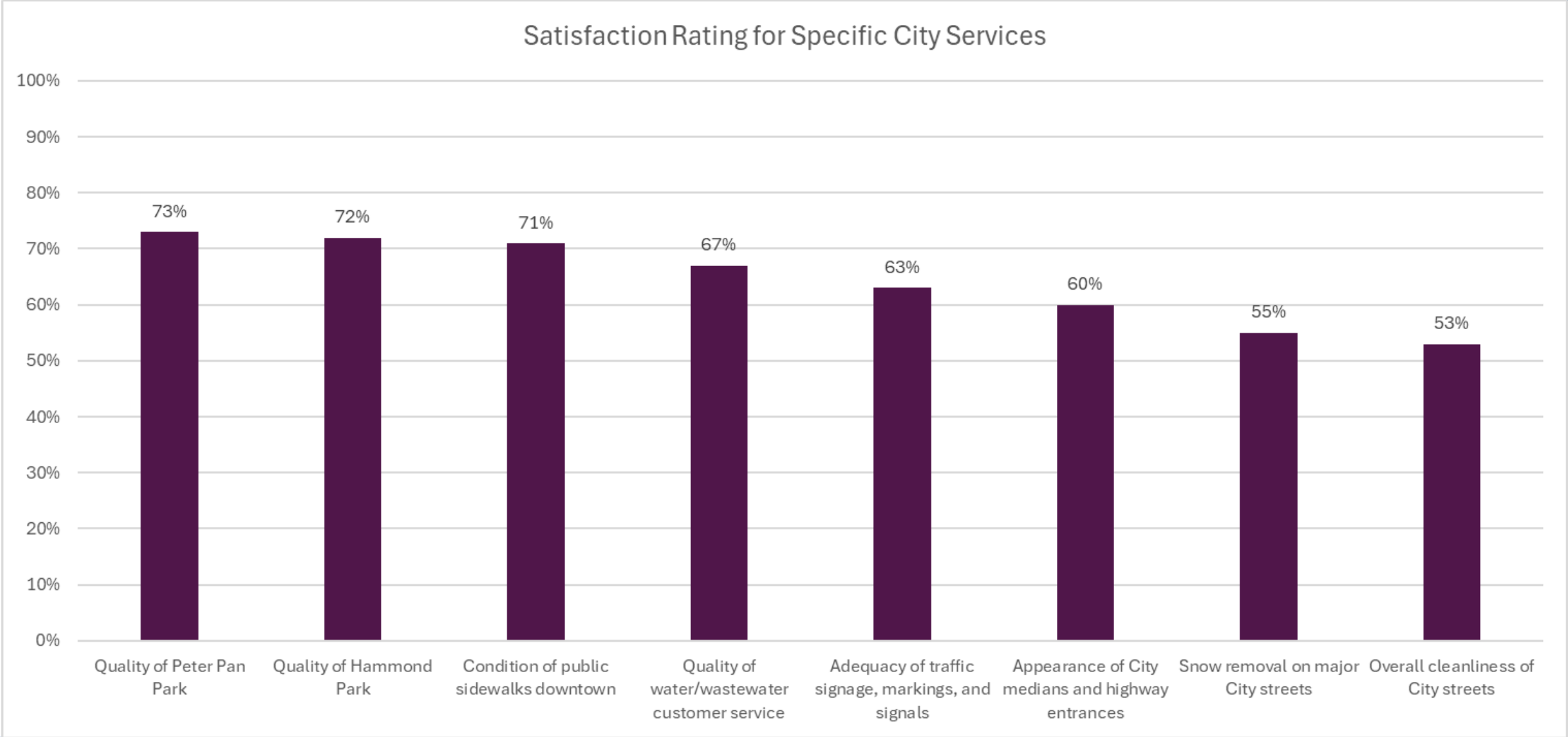


Executive Summary

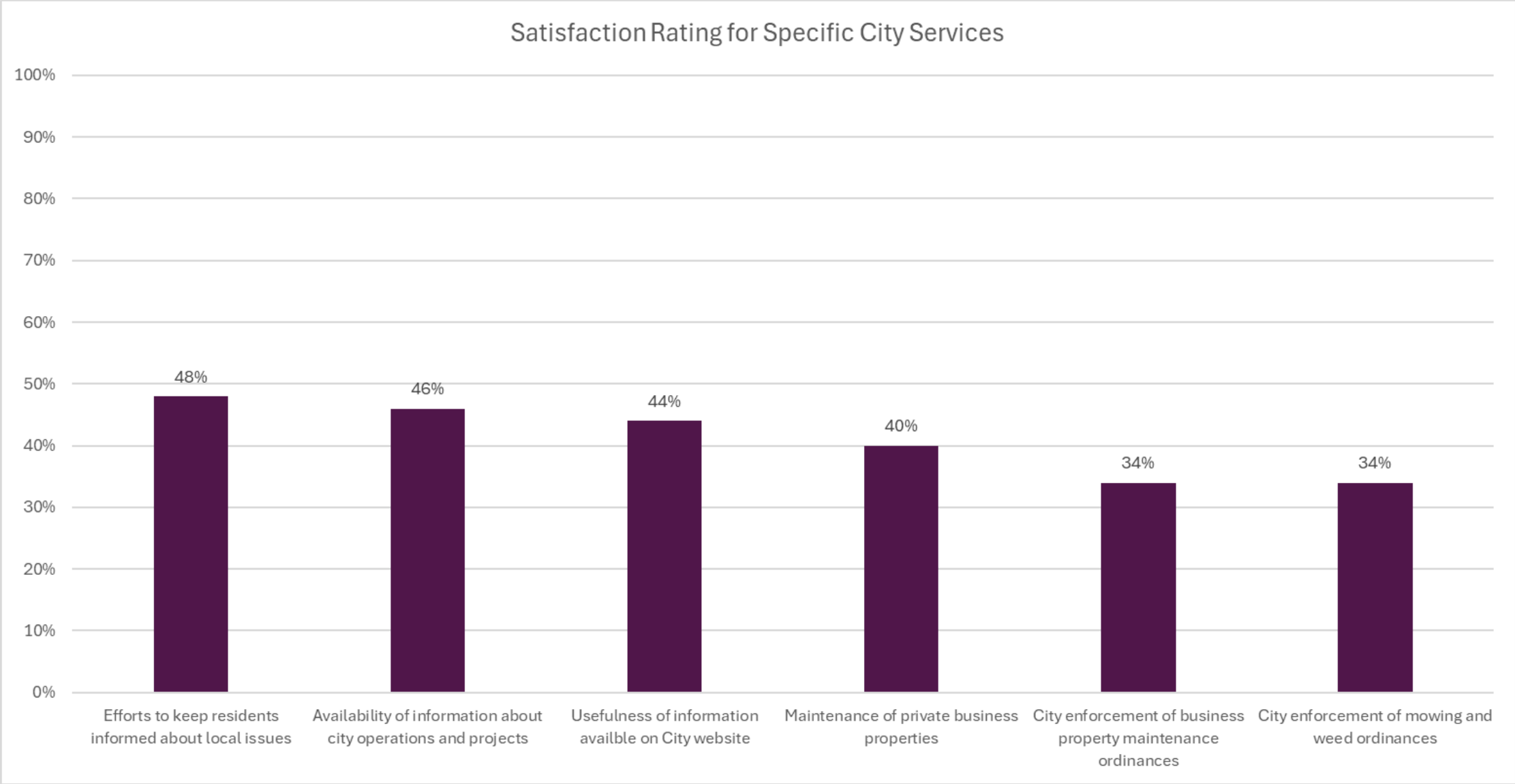


Executive Summary

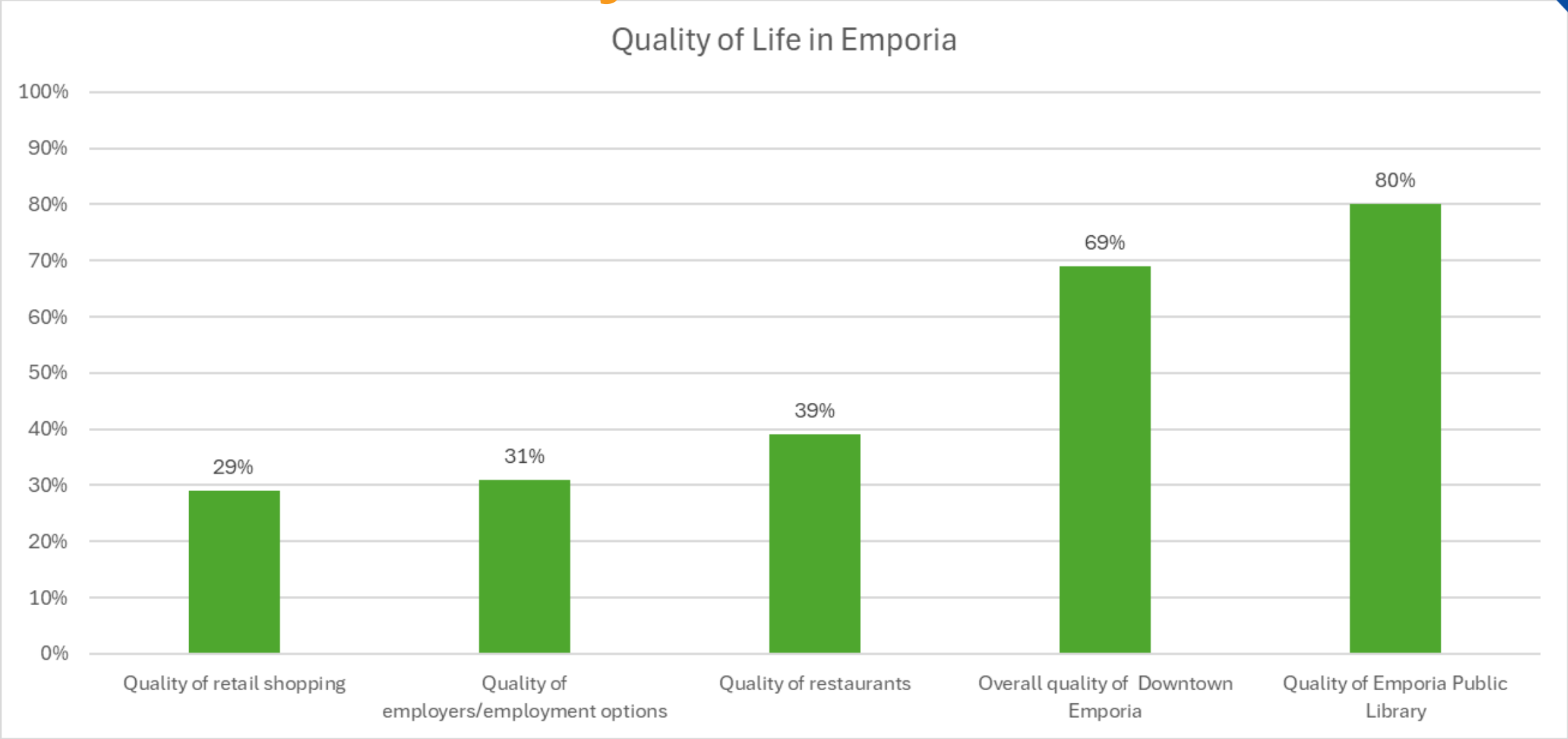
Satisfaction Rating for Specific City Services



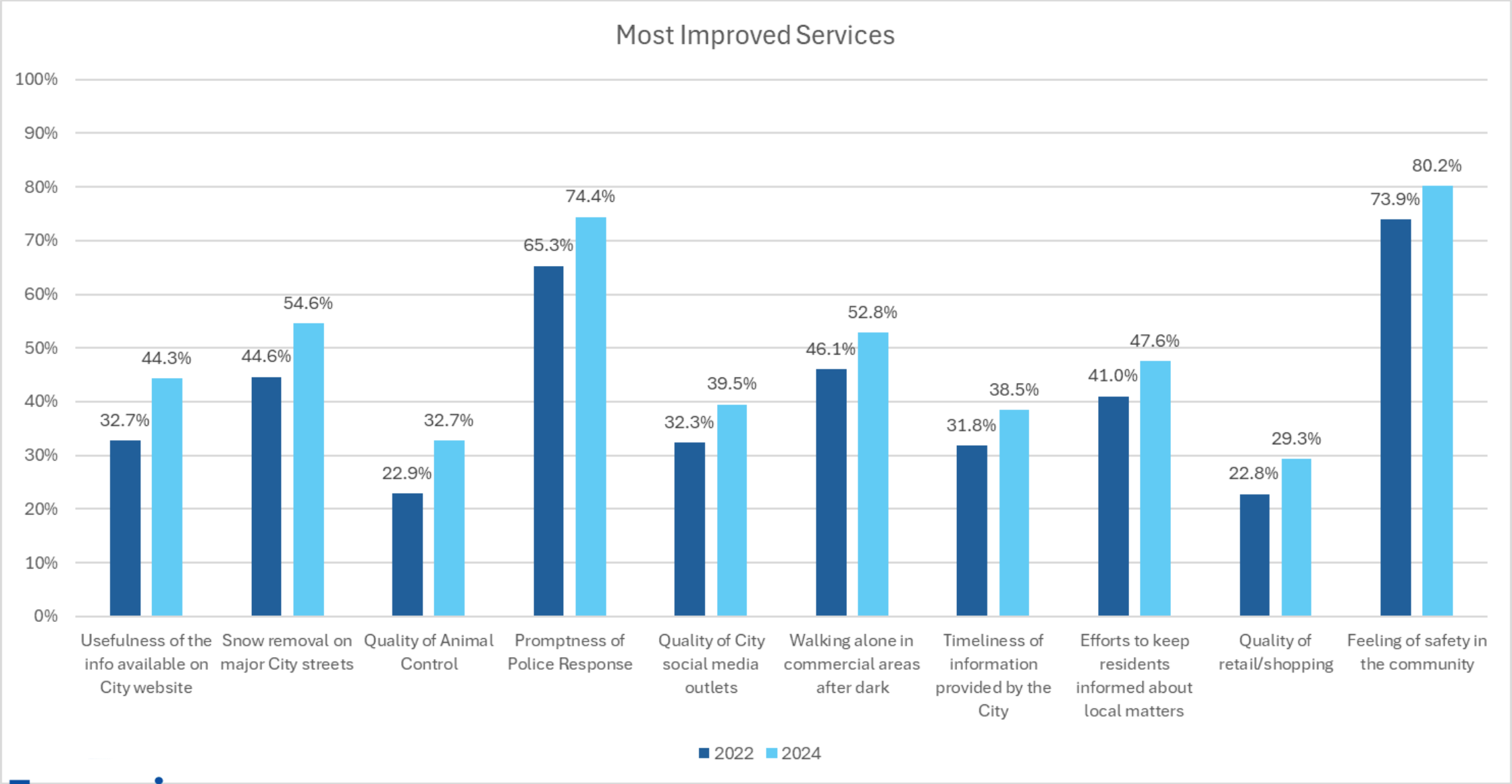
Executive Summary



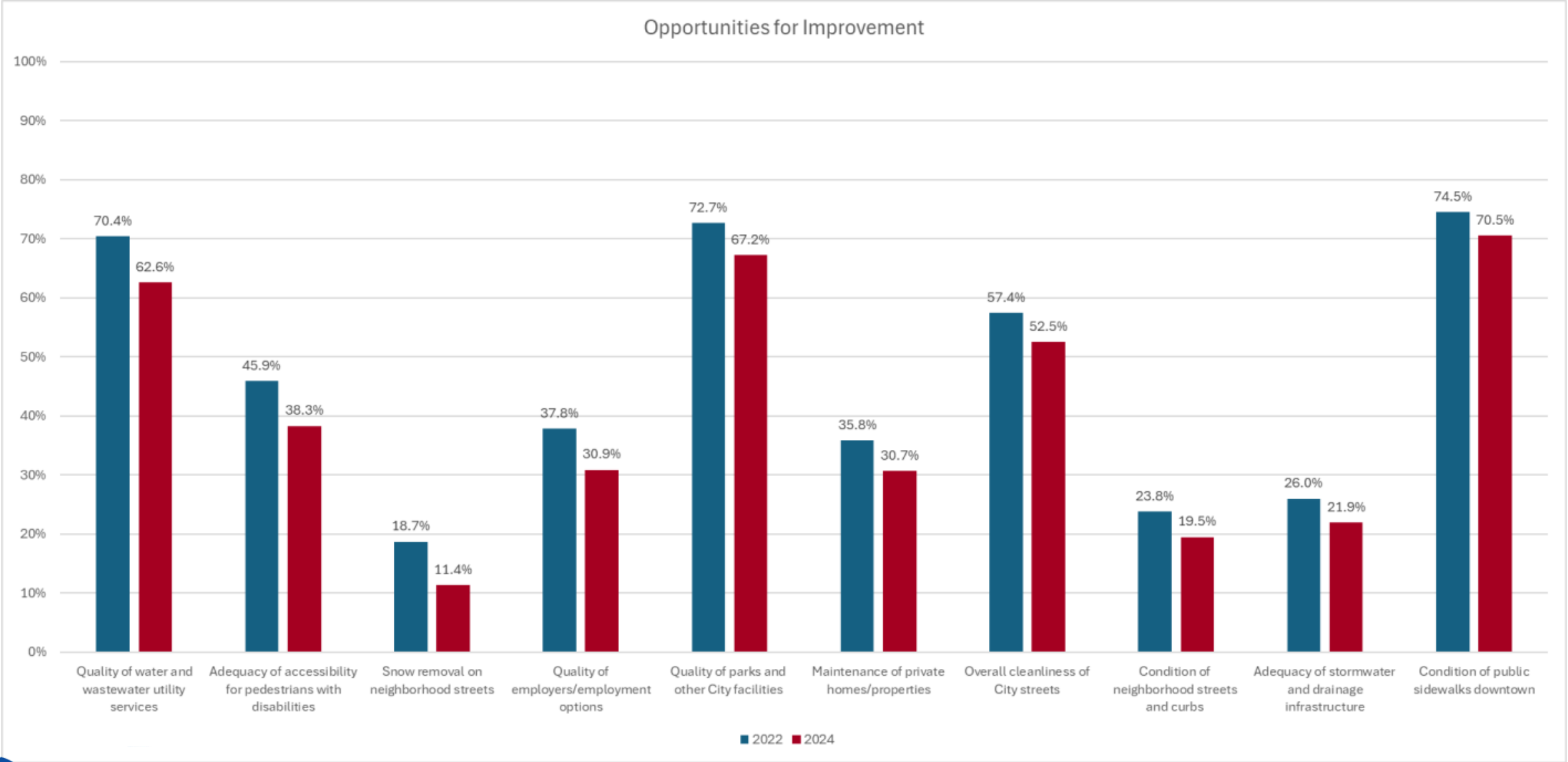
Executive Summary



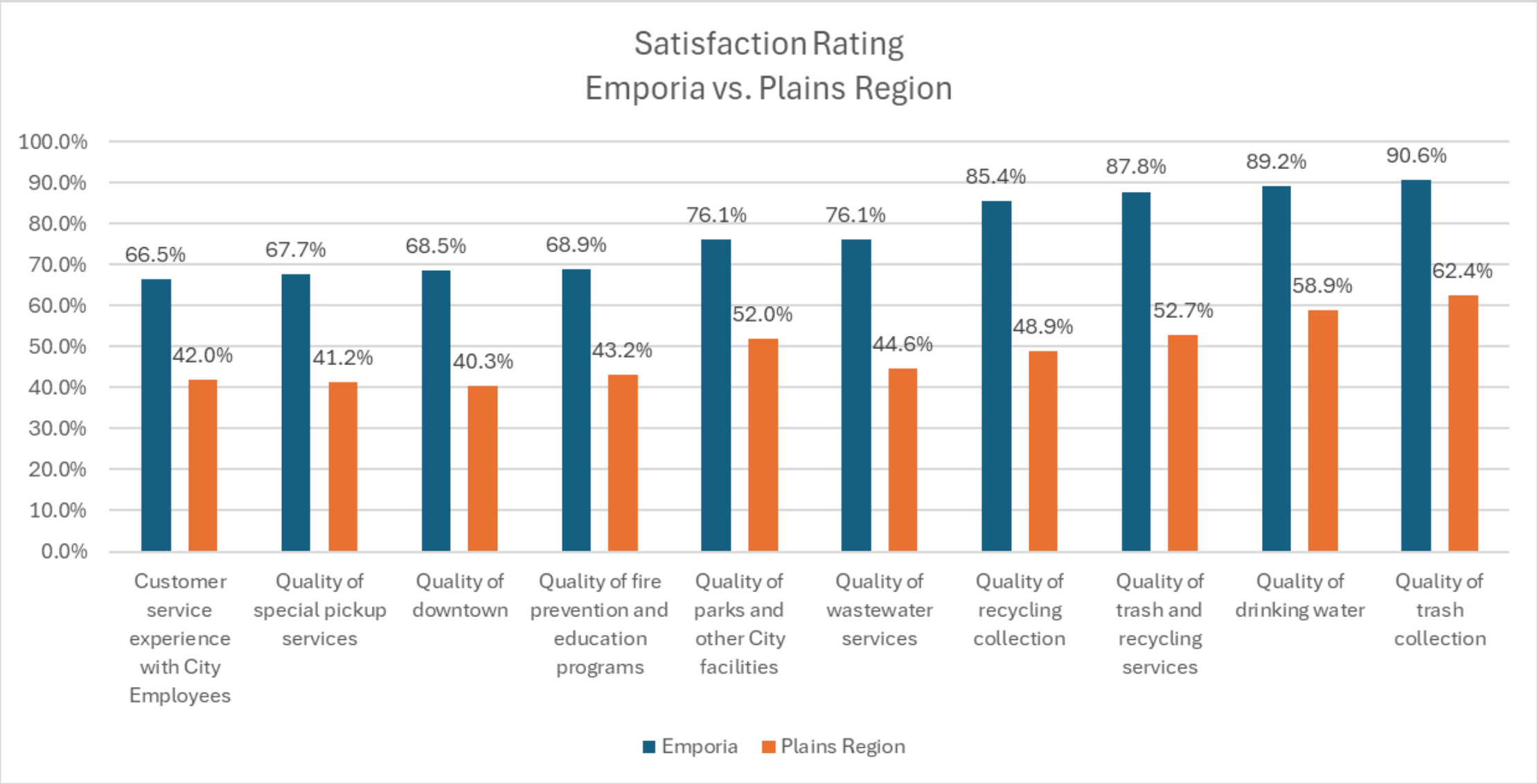
Executive Summary



Executive Summary



Executive Summary



Executive Summary-Priorities



Executive Summary-Other Findings

- **Sixty-three percent (63%)** of residents thought Emporia stayed the same with regard to **safety** in the past three years.
- **Fifty-five percent (55%)** of residents think the City should increase efforts to ensure **private property** is well maintained.
- **Forty-five percent (45%)** of residents were “very supportive” or “somewhat supportive” of approving a **new sales tax** to fund replacement of the Emporia Recreation Center.
- **More than two-thirds (68%)** of the residents surveyed would be “very supportive” or “somewhat supportive” of **funding a higher level of service** for parks and public facilities improvements, including, but not limited to new playground facilities.
- The **top sources** residents currently use to obtain or receive information about the City are **KVOE Radio (86%)**, **The Emporia Gazette (68%)**, and **Facebook (64%)**.
- **Fifty-one percent (51%)** of the residents surveyed think the City does a good job supporting the **local business community**.
- **Sixty percent (60%)** of the residents surveyed think **Downtown Emporia** is more successful and vibrant compared to five years ago and seventy-percent (70%) think the appearance of downtown has improved.

Title: Strategic Visioning Session One

Agenda Date: March 20, 2024

Presented By: Tayler Wash, Director of Special Projects

Background:

The Commission adopted a set of strategic goals in May 2022 based on work that they did with consultants to identify opportunities for progress.

Discussion:

As we grow and develop as a City, it is important to re-evaluate our strategic goals and ensure that they align with the current needs of our residents and staff. We will be evaluating current survey data and establishing strategic priorities/vision for the Commission.

Financial Considerations:

N/A

Other Considerations:

N/A

Attachments:

Strategic Visioning 2024 PPT

City Commission Strategic Visioning Session One



Strategic Vision/Planning Background

Where Did We Start?

On May 18, 2022, a set of strategic goals were unanimously adopted by the Commission. Consultants met with Commissioners individually then conducted a strategic work session with the full Commission. Finally, they compiled information from individual meetings and the work session to present a written work plan to the Commission for adoption. An update regarding progress on these strategic goals was given on April 5, 2023.

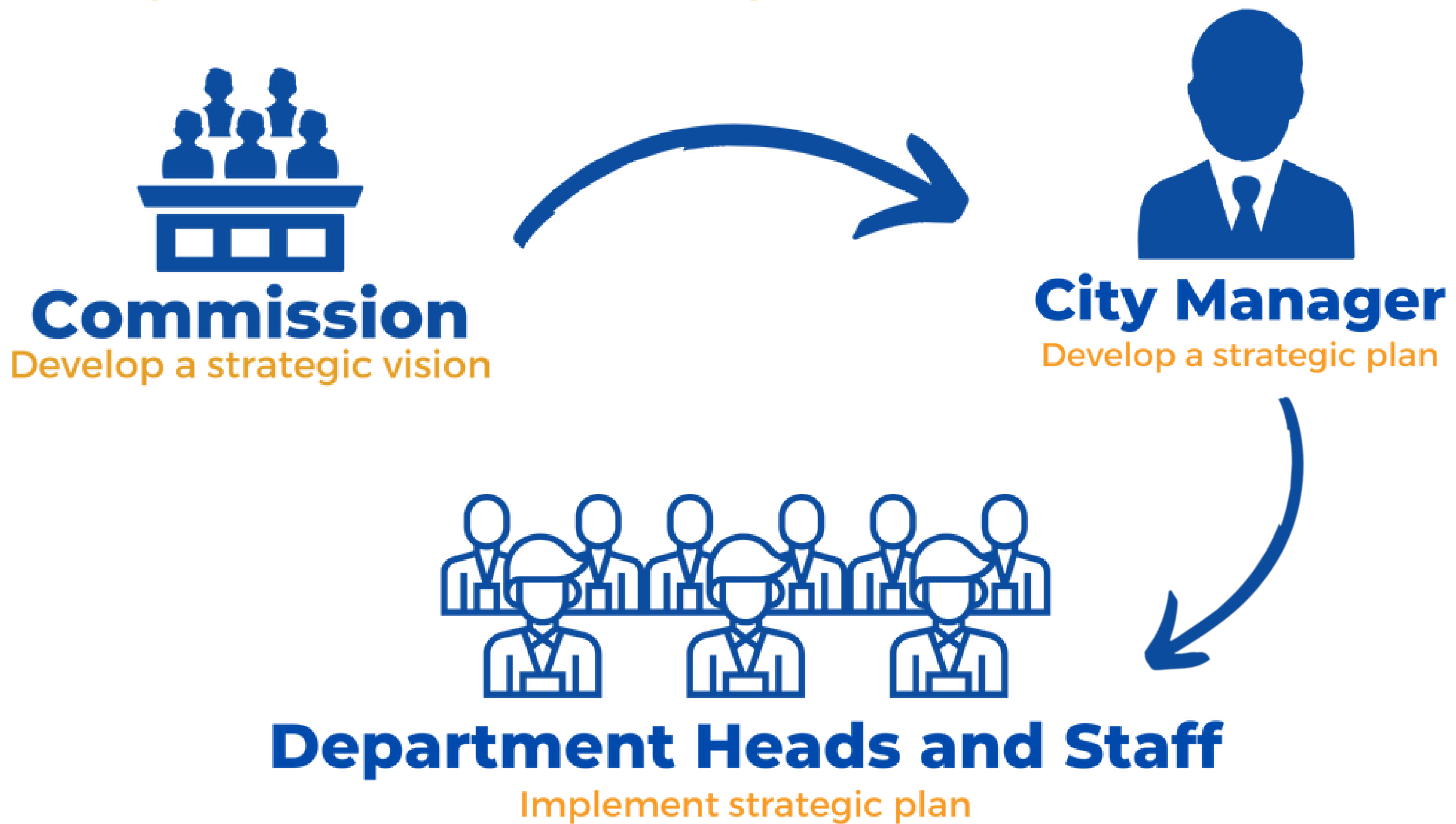
Where Are We Now?

The City has made a considerable amount of progress on the strategic goals that were established in 2022. That progress will be detailed further in this presentation.

Where Are We Going?

As we grow and develop as a City, it is important to re-evaluate our strategic goals and ensure that they align with the needs of our residents and the capacity of our staff. Opportunities for moving forward will be discussed during this presentation.

Strategic Vision/Planning Framework



Strategic Goals: Current Status

Completed	In-Progress	Not Started
• Water Rate Study with Burns and McDonnell • Compensation study • New budget format • Monthly budget at-a-glance • RHID process for new developments • Continued use of federal and state funds to encourage residential rehabilitation (MIH) • Use social media to recruit more diverse individuals for boards and commissions • Streamline boards/commissions application process • Retool and revamp City website • Create a business card for recruiting new members to boards and commissions • Create a handout to put into bills to recruit people for boards and commissions • Newspaper ads to recruit new people for boards and commissions	• Fire Station #1 Rebuild • Fire Station #2 Updates • Prioritize funding and park design for park improvements related to disc golf • Establish task force to study the integration of the Library and Recreation Center into the City • Evaluate ROI for each economic development agency in the city • Preserve Cottonwood River Rights • Review/create MOU with each economic development agency in the city to require city participation on boards and regular reporting • Communicate to community economic development agencies the importance of cycling and disc golf in the growth of our city • Assess potential of city/county owned properties for residential developments	• Working Committee of City/County Officials regarding facility improvements • Prioritize funding and park design for park improvements related to cycling • City Business Disc Golf League • More events for disc golf and cycling • Housing plan for infill housing opportunities

Developing a Strategic Vision

The strategic vision describes what an organization desires to achieve in the long-run. It depicts a vision of what things will look like in the future and sets a defined direction for the planning and execution of corporate level strategies. It should encompass all the priorities and essential functions of the organization. A strategic vision should be:

- Inspirational and aspirational
- Forward-looking
- Reflective of a community's culture and core values
- Dedicated to the overall betterment of the organization
- Ambitious and attainable (like a tangible dream)

Things to consider in the development of our strategic vision:

- Essential functions
- Community priorities
- Commission priorities

Note: a strong strategic vision is the foundation for the development of a strategic plan and a mission statement. Helps to conceptualize the identity of our organization. Will guide all of the work we do.

Developing a Strategic Vision

Municipal Examples

Manhattan aspires to be a dynamic place of progress as a leading community in the Midwest with a high quality of life and unparalleled university and military partnerships

Manhattan, KS

The City of Lawrence—supporting an unmistakably vibrant community with innovative, equitable, transparent, and responsible government.

Lawrence, KS

The City of Wichita is a leading-edge organization serving a dynamic and inclusive community. As an exceptionally well-run city, we will keep Wichita safe, grow our economy, build dependable infrastructure and provide conditions for living well.

Wichita, KS

The mission of Lyon County government is to create an environment of economic growth within a framework of fiscal responsibility and transparency to the people of Lyon County.

Lyon County, KS

Our mission is to apply business-like principles to the values of public service to get a great community built on quality neighborhoods and engaged individuals. The ‘products’ made by our ‘company’ include water, wastewater service, residential trash collection, public safety services of police and fire protection, streets, parks, support for tourism amenities, community planning and enforcement of property standards, and the management services that make all of this happen.

Atchison, KS

As the capital city of Kansas, Topeka is recognized as a vibrant community where people choose to live, work, learn, and play, and of which Kansans are proud.

Topeka, KS

Developing a Strategic Vision

Essential Functions

What is our organization's main purpose?

Why does our organization matter?

What impact do we want our organization to have on the community?

What do we HAVE to do vs. what do we WANT to do?

What would it look like if we didn't exist vs. what would it look like if we were performing at highest capacity?

Staff Priorities



Developing a Strategic Vision

Community Priorities

This is not an exhaustive summary of the Community Survey. This is a ranking of the major city services that are most important to constituents.

This is not necessarily reflective of the efficacy of these services, but a ranking of how important they are to the population:

- 1. Condition of Streets and Bridges**
- 2. Quality of Water and Wastewater Utility Services**
- 3. Quality of Police Department Services**
- 4. Enforcement of City Codes/ Ordinances**
- 5. Quality of Parks and City Facilities**
- 6. Quality of Fire Department Services**
- 7. Customer Service Experience with City Employees**
- 8. Quality of City Trash and Recycling Services**

Developing a Strategic Vision

Community Place

Making Results



Developing a Strategic Vision

Commission Priorities

Based on the last strategic session, these are the priorities that were identified and haven't been met yet. Have these priorities changed at all? Are these ALL of the priorities? How can we work these items into a strategic vision?

- ☐ Working Committee of City/County Officials regarding facility improvements
- ☐ Prioritize funding and park design for park improvements related to cycling
- ☐ City Business Disc Golf League
- ☐ More events for disc golf and cycling
- ☐ Housing plan for infill housing opportunities

Developing a Strategic Vision

New Commission Priorities

Based on the information covered here today, what are some top priorities for the Commission moving forward?

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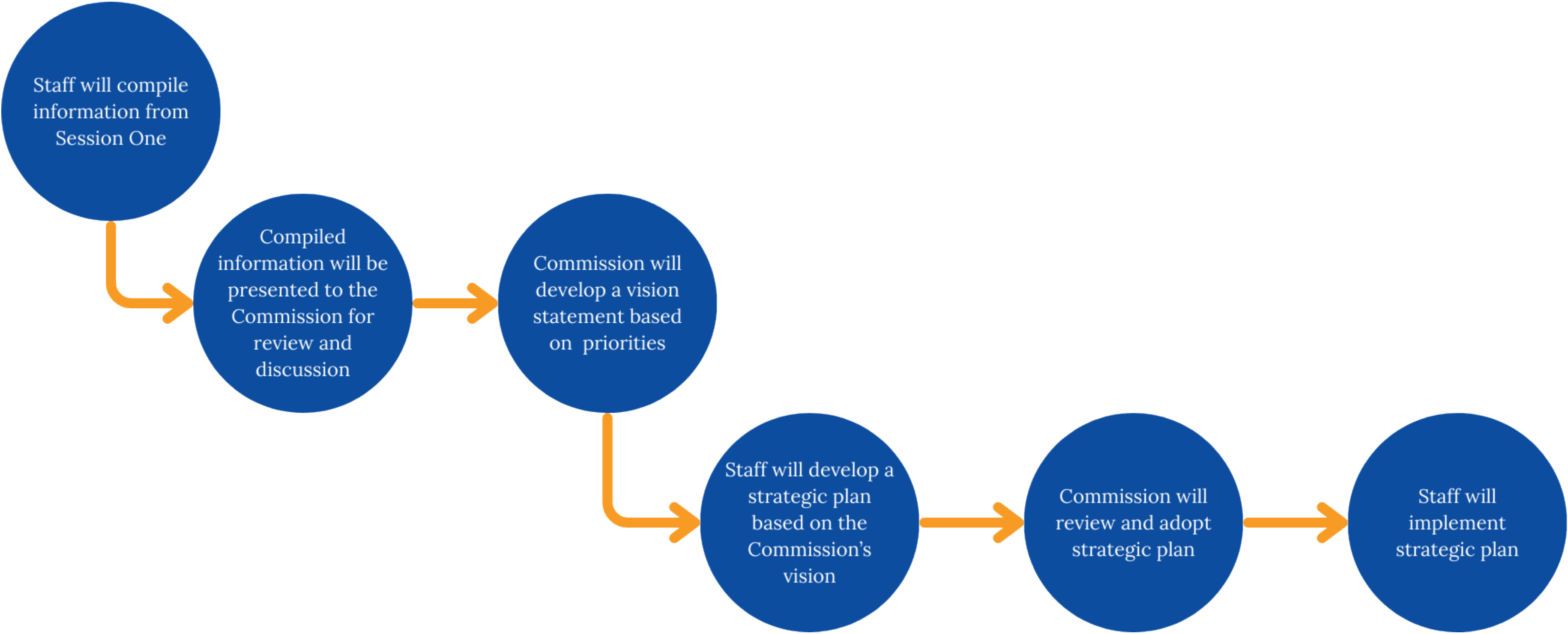
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Developing a Strategic Vision

Next Steps





Emporia
Kansas