

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, May 4, 2015

7:00 p.m.

MEETING #5005

CALL TO ORDER

ROLL CALL

INVOCATION by Pastor Chris Collins of Christ the King Lutheran Church

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Public Hearing Considering the Advisability of Creating a Community Improvement District.

PETITIONS & PROCLAMATIONS

National Historic Preservation Month Proclamation

Amtrak Train Day Proclamation

VISITORS (Limit of five minutes per individual and fifteen minutes per topic. Final action may be deferred until the next City Commission meeting unless an emergency situation does exist).

CREW Recycling Report

CONSENT CALENDAR

1. Approval of Joint City/County Minutes, April 20, 2015;
2. Approval of City Commission Meeting Minutes, April 20, 2015;
3. Appropriation Ordinance No. 9, May 4, 2015;
4. Cereal Malt Beverage Applications:
 - (a) Love's Country Store, 2505 E. Trail St.

ORDINANCES & RESOLUTIONS

Resolution No. 2015-14: A Resolution Encouraging Efforts to Maintain the Southwest Chief Passenger Service through the State of Colorado and Pledge Financial Participation into the Lajunta Colorado Tiger VII Grant Application Match. Report by City Manager, Cherise Tieben.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Proposals for the Relocation of Buildings, Report by Parks & Recreation Director, Paul Lewis.
2. Approval of Plat for properties from 1500-1900 East Wyatt Earp. Report by Planning, Zoning, Stormwater Coordinator, Nathan Littrell.
3. Approval of Requests made through Resolution No. 20150413 of the Board of Education of Unified School District 443, Report by City Manager, Cherise Tieben.

OTHER BUSINESS

ADJOURNMENT

City of Dodge City Proclamation for National Historic Preservation Month 2015

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, the City of Dodge City is a treasure-trove of historic resources, including 20 local historic landmarks, 10 properties listed on the State Register of Historic places, a State and National Registered Historic Downtown District, 9 properties listed on the National Register of Historic Places; and

WHEREAS, historic preservation is inherently economically, environmentally, and socially sustainable, fostering a culture of reuse and maximizing the life cycle of all resources through conservation; and

WHEREAS, historic preservation is an effective tool for managing growth, sustaining development, revitalizing neighborhoods, fostering local pride, and maintaining community character while enhancing livability; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped the City of Dodge City and us as a people; and

WHEREAS, historic preservation encourages community reinvestment, saving resources and promoting socially, culturally, and economically rich communities;

NOW, THEREFORE, I, Joyce Warshaw, Mayor of the City of Dodge City, do recognize May 2015 as National Historic Preservation Month, and call upon the people of Dodge City to join their fellow citizens across the United States in recognizing and participating in this special observance.

Mayor

SEAL

Nannette Pogue, City Clerk

Amtrak Train Day Proclamation

CITY OF Dodge City

A proclamation of the City of Dodge City designating May 9, 2015 "Amtrak Train Day in Dodge City".

Whereas, America is celebrating "Amtrak Train Day" on May 9, 2015 a commemoration of the completion of America's first transcontinental railroad; and

Whereas, Federal and State transportation departments have made expansion of high-speed and intercity passenger rail a top priority in building 21st-Century national infrastructure; and

Whereas, a healthy freight and passenger rail network is essential to keeping the American economy moving efficiently; and

Whereas, Dodge City has benefitted from train service on Amtrak's *Southwest Chief* routes; and

Whereas, Amtrak continues to work with states on the development of the next generation of high-speed and intercity passenger rail trains which will create good jobs in the United States by resurrecting the domestic manufacturing base; and

Whereas, Amtrak ridership has grown more than 50% since 2000; and

Whereas, 5300 passengers boarded or disembarked Amtrak trains in the City of Dodge City; **now therefore be it**

Resolved that the City of Dodge City

- Greatly benefits from its place on the intercity rail network
- Passenger rail brings travelers back to American downtowns
- Designates May 9, 2015 "Amtrak Train Day in Dodge City"

Mayor

Nannette Pogue, City Clerk

Joint City/County Commission Meeting Minutes
Monday, April 20, 2015
City Commissioners Chambers
City Hall
6:00 PM
Meeting # 5003

CALL TO ORDER

Ford County: Chairman Chris Boys, Commissioners Danny Gillum and Shawn Tasset.

City of Dodge City: Mayor Brian Delzeit, Commissioners Jan Scoggins, Joyce Warshaw, Kent Smoll, Rick Sowers

NEW BUSINESS:

1. Contract for Regional Aquatics Park -Report by Parks and Recreation Director-Paul Lewis. Todd Knight, McCownGordon presented the proposed Regional Outdoor Aquatics Park and associated costs.

City Action: Commissioner Kent Smoll moved to approve the guaranteed maximum price contract with McCownGordon for construction of a new regional water park to include the base plan and add alternates for the 50 meter pool extension with heaters and the wave pool in the amount of \$12,278,432 with the caveat to add parking lot as concrete, with the additional funding beyond the \$10,000,000 from Revenue Bonds coming from depreciation and reserve fund. Commissioner Joyce Warshaw seconded the motion. The motion carried 5-0.

County Action: Commissioner Chris Boys moved to approve the guaranteed maximum price contract with McCownGordon for construction of a new regional water park to include the base plan and add alternates for the 50 meter pool extension with heaters and the wave pool for a total amount of \$12,278,432 with \$10,000,000 of Revenue Bonds issued and the remaining funding coming from the depreciation and reserve fund. Commissioner Danny Gillum seconded the motion. The motion carried 2-1, with Shawn Tasset voting no.

Shawn Tasset stated that on March 31 of last year the Regional Outdoor Aquatics Facility was approved as a Why Not Dodge project with a project budget established at 10,000,000. He has been opposed to this project for a while. He discussed that earlier in the meeting the project manager and design engineers discussed that the project has been cut to 10,900,000 and felt like if it was cut more, then some of the original goals of the project would not be met.

2. Consideration of CFAB Recommendation for Ford County Proposal of Horse Stall Building- . Report by County Administrator Ed Elam

County Administrator Ed Elam and City Manager Cherise Tieben will meet to discuss different options to fund this project.

Upcoming Meetings:

1. Monday, May 11, 2015-6:00 pm-Joint Commission Meeting- City Commissioners Chambers City Hall
2. Monday, August 10, 2015 6:00 pm -Joint Commission Meeting-Rose Room, Ford County Government Center
3. Monday, November 9, 2015 6:00 pm -Joint Commission Meeting- City Commissioners Chambers City Hall

ADJOURNMENT

County Action: Commissioner Shawn Tasset moved and Commissioner Chris Boys seconded the motion to adjourn the meeting. The motion carried unanimously.

City Action: Commissioner Rick Sowers moved and Commissioner Jan Scoggins seconded the motion to adjourn the meeting. The motion carried unanimously.

Mayor

ATTEST:

Nannette Pogue, City Clerk

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, April 20, 2015

7:00 p.m.

MEETING #5004

CALL TO ORDER

ROLL CALL: Mayor Brian Delzeit, Commissioners Jan Scoggins, Joyce Warshaw, Kent Smoll, Rick Sowers.

ELECTION OF MAYOR AND VICE MAYOR

Commissioner Delzeit moved to nominate Commissioner Joyce Warshaw as Mayor. The motion was seconded by Commissioner Scoggins. The motion carried unanimously.

Mayor Joyce Warshaw moved to nominate Commissioner Rick Sowers as Vice Mayor. The motion was seconded by Commissioner Jan Scoggins. The motion carried unanimously.

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Mayor Joyce Warshaw opened the Public Hearing on the Consideration of the Adoption of a Star Bond Project Plan within a Star Bond District (Heritage Area). City Manager, Cherise Tieben presented the Star Bond Heritage District Plan.

Mayor Joyce Warshaw closed the public hearing

Commissioner Rick Sowers moved to add 2 items to the agenda: Executive Session to discuss land acquisition; and New Business, Approval of Purchase Agreement. Brian Delzeit seconded the motion. The motion carried unanimously.

PETITIONS & PROCLAMATIONS

The Mayor Proclaimed May 2nd - 10th, 2015, as National Travel & Tourism Week and read the proclamation. Jan Stevens, Sandie Masden and Christina Haselhorst, Dodge City Convention and Visitors Bureau, passed out information to the City Commissioners and Jan spoke about tourism week. Ray Shrader, Dodge City Drivers talked about their role in tourism. Lara Brehm, Boot Hill Museum, thanked the Commission for their tourism support and support of Boot Hill Museum. Jessie Rabe, Boot Hill Casino, talked about tourism and the casinos activities. Their latest marketing is with Buck Taylor. The next cattle drive will be August 1, 2015. Ed Kimminau, supervises summer program for youth sports, talked about the Legends Field tournament and their part in the tourism industry in Dodge City. Thanked the City, County and CFAB for the funding of their projects.

Arbor Day Proclamation was read by Mayor Joyce Warshaw and proclaimed April 24, 2015, as Arbor Day in Dodge City. Director of Parks & Recreation, Paul Lewis, representing the Dodge City Shade Tree Commission, spoke on upcoming Arbor Day activities to be held on Arbor Day.

VISITORS (Limit of five minutes per individual and fifteen minutes per topic. Final action may be deferred until the next City Commission meeting unless an emergency situation does exist).

Cathy Reeves, Librarian presented the quarterly Library report. Cathy introduced a library staff member, Rozanna Bennett, Children's Services Coordinator. Rozanna spoke about the children's programs at the library.

CONSENT CALENDAR

1. Approval of Work Session Minutes, April 6, 2015;
2. Approval of City Commission Meeting Minutes, April 6, 2015;
3. Appropriation Ordinance No. 8, April 20, 2015;
4. Cereal Malt Beverage Applications:
 - (a) Lotus Garden Restaurant, 1202 E. Wyatt Earp Blvd.

Commissioner Kent Smoll moved to approve the Consent Calendar as presented. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.

ORDINANCES & RESOLUTIONS

Ordinance No. 3605: An Ordinance Adopting a Star Bond Project Plan and Approving a Relocation Assistance Plan (Heritage Area) was approved on a motion by Commissioner Rick Sowers. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.

Ordinance No. 3606: An Ordinance Establishing No Parking along the North and South sides of Trail Street from 14th Avenue to 2nd Avenue Outside of the Designated Parking Areas and Providing Penalties for the Violation of the Provisions of this Ordinance was approved on a motion by Commissioner Kent Smoll. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.

Resolution No. 2015-13: A Resolution Determining the Intent of the City of Dodge City, Kansas, to issue its Industrial Revenue Bonds in one or more costs of acquiring, constructing and equipping a Commercial Project for the benefit of Leisure Development LLC or its Successors and Assignors was approved on a motion by Commissioner Jan Scoggins. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Rick Sowers moved to approve the Contract with Southwest Sports for tournament promotion services at Legends Park & Cavalier Field. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.
2. Commissioner Jan Scoggins moved to approve the Cost Proposal for Repairs for the KDOT North and East Windows/Doors/Soffits Project at Santa Fe Depot, from GMLV Architecture in the amount of \$32,900 plus reimbursable expenses not to exceed \$1,500 for Part A services and \$8,500 plus reimbursable expenses not to exceed \$3,500 for Part B services. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.

OTHER BUSINESS

City Manager, Cherise Tieben

- Reported about the meetings with legislatures and staff in Washington DC. She discussed the housing programs, met with USCIS staff to expand immigration services in Dodge City. Talked about the pilot programs.
- On May 21st, tours of downtown taking place
- Thank you to County and CFAB for moving the Regional Outdoor Aquatics Facility forward
- Thank you to tourism activities in Dodge City

Commissioner, Jan Scoggins

- Thanked everyone watching and participating in the meeting tonight.
- Thanked Brian for his service as Mayor.
- Congratulations to Joyce Warshaw.

Commissioner, Joyce Warshaw

- Thanks for opportunity to be Mayor and to give back. I love Dodge City.

Commissioner, Kent Smoll

- Thanked Brian for his service as Mayor.
- Good luck to Joyce Warshaw as Mayor.
- Last weekend, a lot of activities in town; several activities at the Event Center. Cherise got involved with getting people through the process at the events center and did an excellent job.
- Remember 4th of July celebration.
- Shop local and often.
- Congratulations on the County and City for moving the water park forward.

Commissioner, Rick Sowers.

- Thanks to the County and the Aquatics Task force for all of their hard work on the Regional Outdoor Aquatics Facility

Mayor, Brian Delzeit.

- Thanked fellow commissioners and staff for support during time as Mayor. It has been very rewarding.
- Congratulations to Joyce Warshaw for serving as Mayor this next year.
- Would like to have a Proclamation in remembrance of Joe Bogner at the next Commission Meeting. He did a great deal for the Dodge City community.

EXECUTIVE SESSION

At 8:35 Commissioner Rick Sowers moved to adjourn to Executive Session to discuss land Acquisition not to exceed 15 minutes to include City Manager, City Attorney, and City Clerk. The motion was seconded by Commissioner Jan Scoggins. The motion carried unanimously. Commissioners Smoll abstained from the executive session.

The regular session reconvened at 8:45 p.m.

Commissioner Rick Sowers moved to exercise the option to purchase the Coke Building and 6 lots at a purchase price of \$550,000 and authorized the Mayor to execute the purchase agreement. Commissioner Jan Scoggins seconded the motion. The motion carried 4-0, with Commissioner Kent Smoll abstaining.

ADJOURNMENT

Commissioner Jan Scoggins moved to adjourn the meeting and Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.

Mayor

ATTEST:

Nannette Pogue, City Clerk

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

☒ City or ☐ County of Dodge City

SECTION 1 – LICENSE TYPE

Check One: ☐ New License ☒ Renew License ☐ Special Event Permit

Check One:

☐ License to sell cereal malt beverages for consumption on the premises.

☒ License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

SECTION 2 – APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 004-731220756F01

Name of Corporation Love's Travel Stops & Country Stores, Inc.		Principal Place of Business Love's Country Store #558	
Corporation Street Address 10601 North Pennsylvania Avenue		Corporation City Oklahoma City	State OK
		Zip Code 73120-4108	
Date of Incorporation December 29, 1986		Articles of Incorporation are on file with the Secretary of State. ☐ Yes ☒ No	
Resident Agent Name CT Corporation		Phone No. (785) 233-0593	
Residence Street Address 515 S. Kansas Avenue		City Topeka	State KS
		Zip Code 66603	

SECTION 3 – LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)			Mailing Address (If different from business address)		
DBA Name Love's Country Store #558			Name Love's Travel Stops & Country Stores, Inc.		
Business Location Address 2505 East Trail Street			Address Attn: Store Licensing, P.O. Box 26210		
City Dodge City	State KS	Zip 67801	City Oklahoma City	State OK	Zip 73126-0210
Business Phone No. (620) 227-5380			☒ Applicant owns the proposed business location. ☐ Applicant does not own the proposed business location.		
Business Location Owner Name(s) Love's Travel Stops & Country Stores, Inc.					

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK

List each person and their spouse, if applicable. Attach additional pages if necessary.

Name Thomas Eugene Love	Position Executive Chairman	Date of Birth 10/10/1937
Residence Street Address 6824 N.W. Grand Blvd.	City Oklahoma City	State OK
	Zip Code 73116-5415	
Spouse Name	Position	Date of Birth
Residence Street Address	City	State
	Zip Code	
Name Gregory Michael Love	Position Co-CEO	Date of Birth 10/08/1961
Residence Street Address 7520 Nichols Road	City Oklahoma City	State OK
	Zip Code 73120-1340	
Spouse Name	Position	Age
Residence Street Address	City	State
	Zip Code	
Name Judith McCarthy Love	Position Secretary	Date of Birth 06/17/1937
Residence Street Address 6824 N.W. Grand Blvd.	City Oklahoma City	State OK
	Zip Code 73116-5415	
Spouse Name	Position	Age
Residence Street Address	City	State
	Zip Code	

Memorandum

To: City Commissioners
From: Cherise Tieben
Date: April 30, 2014
Subject: Resolution 2015-14
Agenda Item: Ordinances & Resolutions

Recommendation: Staff recommends approval of Resolution 2015-14 and authorization to place \$12,500 in the 2016 budget for disbursement only if the Tiger VII Grant for improvements to the Southwest Chief Passenger line in Colorado is approved for funding.

Background: As you may recall, the stretch of BNS&F line that Amtrak utilizes west of Newton, Ks through Colorado and portions of New Mexico had deteriorated to the point that speeds needed to be reduced. The reduction in speed by BNS&F caused Amtrak to begin discussions regarding the possibility of discontinuing the Southwest Chief service which had over 5300 individuals enjoying the transportation method in 2014. A partnership of communities including Dodge City, Newton, Hutchinson, Garden City, Trinidad, Lamar and La Junta formed to advocate for the retention of this route. In 2014 the City of Garden City submitted a grant application under the Tiger VI program on behalf of the Southwest Chief Rural Rail Partnership (SCRRP) to make repairs from Hutchinson to approximately the State line. The application was successful and the City provided a \$12,500 match as part of that grant program, in addition to matches from the several other SCRRP members, Amtrak, BNSF & KDOT. The grant award totaled \$12,469,963.

Justification: Our success with the Tiger Grant indicates obvious interest in maintaining this line. The next phase of the repairs are appropriately being proposed through Colorado. Due to the rural nature of the issue in Colorado, La Junta is having difficulties recruiting support from various Colorado contingencies. Matt Allen has appropriately suggested that it would be beneficial if the SCRRP participated, since without repairs being made in all three States, the overall impact of the repairs and the longevity of the line is reduced.

Financial Considerations: \$12,500 from the 2016 budget.

Purpose/Mission: Ongoing Improvement together we value progress, growth and new possibilities by providing and preparing for the community's future.

Legal Considerations: None

Attachments: Resolution 2015-14

RESOLUTION NO. 2015-14

A RESOLUTION ENCOURAGING EFFORTS TO MAINTAIN THE SOUTHWEST CHIEF PASSENGER SERVICE THROUGH THE STATE OF COLORADO AND PLEDGE FINANCIAL PARTICIPATION IN THE LAJUNTA COLORADO TIGER VII GRANT APPLICATION MATCH

WHEREAS, Amtrak's Southwest Chief serves southeast Colorado on its route between Chicago and Los Angeles on the host railroad line of Burlington Northern Santa Fe; and

WHEREAS, eastbound and westbound trains stop at Dodge City daily and served more than 49,418 Kansas passengers in 2014; and

WHEREAS, Amtrak provides a transportation link to the residents of southwest Kansas that is of growing importance and will likely become critical as rising energy prices curtail the attractiveness of driving and flying; and

WHEREAS, railway freight traffic has declined, thereby reducing monies customarily set aside for rail maintenance and consequently forcing travel at lower speeds; and

WHEREAS, it has been estimated that the rail traversed by the Southwest Chief is in immediate need of more than \$100 million in rail repairs in three states, including Kansas, Colorado and New Mexico, in order to resume normal speeds; and

WHEREAS, it has been further projected that rail repairs over the course of the entire rail will total \$300 million over the next ten years; and

WHEREAS, Amtrak is unable to make said repairs given current fiscal conditions; and

WHEREAS, the Southwest Chief Rural Rail Partnership, of which Dodge City is a member, has joined many other communities in Kansas and Colorado to support both financially and legislatively the upgrade of the line between Kansas, Colorado and New Mexico; and

WHEREAS, in 2014 the City of Garden City on behalf of the Southwest Chief Rural Rail Partnership successfully applied and received a \$12,469,963.00 Tiger VI Discretionary Grant to be utilized for repairs along the Kansas portion of this route; and

WHEREAS, the City of La Junta, Colorado, intends to apply for Tiger VII funding to continue needed repairs through the Colorado section of this line.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the City of Dodge City, Kansas that the City of Dodge City offers our support of the La Junta, Colorado, Tiger Grant VII application and agrees to pledge \$12,500.00 toward the grant match to be paid in 2016 should the grant be awarded.

ADOPTED by the Governing Body of the City of Dodge City, Kansas this 4th day of May 2015.

Joyce Warshaw, Mayor

ATTEST:

Nannette Pogue, City Clerk



Parks and Recreation

PO Box 880



Dodge City KS 67801



Phone: 620/225-8160



Fax: 620/225-8144

Memorandum

To: Cherise Tieben, City Manager
City Commissioners

From: Paul Lewis, Director 

Cc: Ray Slattery, City Engineer
Nannette Pogue, Finance Director
Ryan Reid, Director of Administration

Date: April 30, 2015

Subject: Building Relocation Proposals

Agenda Item: New Business

RECOMMENDATION: Staff recommends accepting proposals from Building Solutions for the construction of pad sites, relocation of buildings and authorizing the expenditure of not to exceed \$455,065 for the completion of the work.

BACKGROUND: As a result of the Heritage District development including the new regional waterpark, three metal buildings in the area need to be removed. The Park Maintenance shop along with the Chaffin/Coke building and Pos-T-Vac buildings which the City has options to purchase, all need to be removed to accommodate future development.

Proposals were solicited from building contractors and building movers to provide costs for constructing new building pads, relocating the existing buildings, and miscellaneous improvements to make those buildings function in their new location.

The proposed plan includes the following projects and components:

- Relocate Park Shop building to All-4-Fun to provide storage for Park Maintenance and Boot Hill Museum. In addition, Park Maintenance will utilize the All-4-Building as office and work shop space.
- Relocate Pos-T-Vac Building #3 to St. Mary Complex to provide activity space for YMCA programs.
- De-construct and store the Chaffin/Coke building for future use.
- De-construct and store Pos-T-Vac Buildings #1 for future use.
- Install two 30x60x12 open bay sheds at the All-4-Fun site for storage of Transportation busses.

- Install a new 40x60x12 pole barn at the Wright Park Zoo for equipment and materials storage.
- Miscellaneous improvements for each building to provide utilities, overhead doors, etc.

Under the Building Solutions proposal, the two buildings too be relocated will be disassembled, and reconstructed on a new concrete pad with all new exterior metal for the roof and siding. Interiors walls and roofs will be insulated, new entry doors and overhead doors with operators installed, and utilities roughed in as specified in the RFP document. All work will be completed in accordance with City Building Codes and requirements.

The buildings not being reconstructed will be disassembled and stored at the All-4-Fun site for future use by the City. Options for those buildings include space as a new CREW Recycling Center and as storage space at the United Wireless Arena facility.

JUSTIFICATION: These projects are essential to allow for the construction of the Regional Water Park and the new hotel detailed in the Heritage District STAR Bonds Plan. This plan also provides for the ongoing operations of the Park Division and the Wright Park Zoo as they have been impacted by the Heritage District development.

FINANCIAL CONSIDERATIONS: Adequate funds are available in the Development Fund, the Sanitation Fund, the CIP fund, and Special Parks to meet these expenses. With the approval of the STAR Bonds project and funding, the City will be reimbursed for accrued expenses related to the STAR Bonds initiative and those monies used to reimburse the City funds as available.

PURPOSE/MISSION: This project is consistent with the City's Core Value of Ongoing Improvement as it provides for a major redevelopment of the City's downtown district.

LEGAL CONSIDERATIONS: The options for purchase of the Chaffin/Coke building and the Post-Vac buildings have not yet been exercised. The relocation and disassembly of those buildings and the associated costs are contingent upon final acquisition of the properties.

ATTACHMENTS: Building relocation project budget

Building Relocation Plan
based on proposals received 4/21/15

	<u>Recommended</u>	<u>Options</u>
Sources		
STAR Bonds (anticipated in Sources & Uses)	30,000	
Utility Fund (anticipated in Sources & Uses)	175,000	
CIP (anticipated in Sources & Uses)	235,000	
Special Parks	100,000	
Development Fund		
Sale of Chaffin		18,000
Sale of Zoo Bldgs.		9,000
Sale of Transportation		
STAR Bond Contingency	8,065	
	<u>548,065</u>	
Construction Costs		
All 4 fun site demo		15,588
Park Shop slab & relocate (building 1)	257,652	
Chaffin slab & relocate (building 2)		265,884
Zoo Buildings slab & relocate (buildings 3 & 4)		80,000
Transporation slab & relocate (building 5)	146,200	
disassemble Chaffin	27,000	
disassemble 3 & 4	24,213	
disassemble 5		18720
Park Shop Electric	20,000	
Park Shop Heat		5000
Park Shop Utilities		
Office Construction (All 4 Fun garage)		30,000
Park Shop bathroom & breakroom		20,000
Fencing		
Chaffin Electric		20,000
Chaffin Heat		n/a
Chaffin Utilties		5,000
Chaffin construction		7,500
Transportation Storage	33,000	
New Zoo storage	40,000	
	<u>548,065</u>	
Building Solutions Contract	455,065	

Memorandum

*To: City Manager
City Commissioners
From: Nathan Littrell
Date: May 4, 2015
Subject: Second East Wyatt Earp
Addition
Agenda Item: New Business*

Recommendation: The Planning Commission met April 28, 2015 to review and recommend approval of this plat, contingent upon the addition of easements and owners' signatures. This plat meets all of the requirements of the Dodge City Zoning Regulations and the Dodge City Subdivision Regulations.

Background: This plat includes the properties from 1500-1900 East Wyatt Earp that have been developed, but never platted. The property boundaries were based on a metes and bounds description and there were some discrepancies. Platting this area will alleviate current issues as well as future property boundary issues.

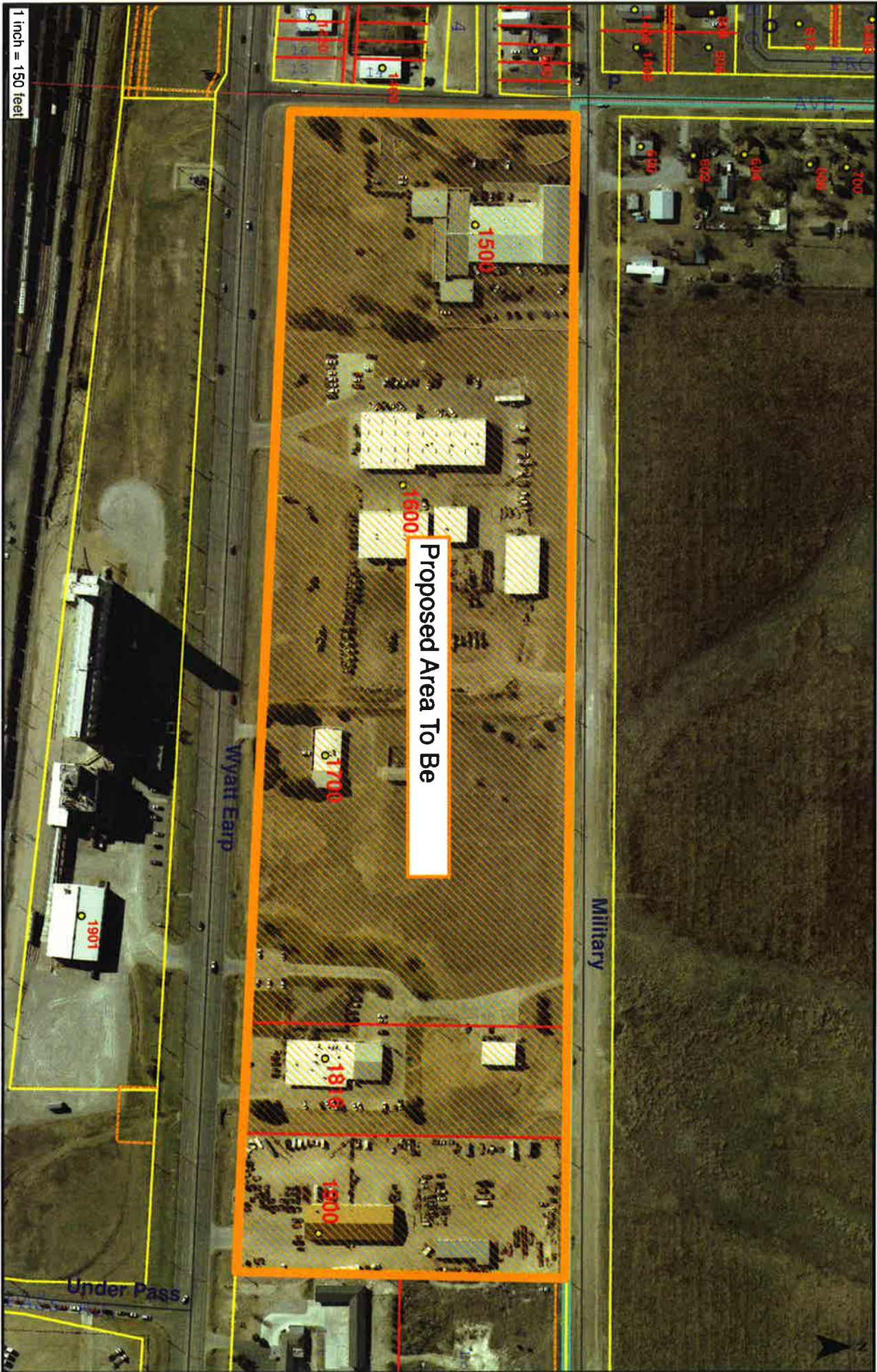
Justification: This property is zoned I-2, Light Industrial and conforms to the Dodge City Subdivision Regulations, Dodge City Zoning Regulations and the City Comprehensive Plan.

Financial Considerations: None

Purpose/Mission: To clean up property line discrepancies.

Legal Considerations: None

Attachments: Second East Wyatt Earp Addition Plat, Map of area to be platted



Proposed Area To Be

1 inch = 150 feet

Memorandum

To: City Commissioners
From: Cherise Tieben
Date: April 30, 2015
Subject: USD 443 Resolution No. 20150413
Agenda Item: New Business

Action Requested: Staff requests guidance regarding the Commissions desire to fulfill the request of the Board of Education to assist with paying for \$300,000 in life safety improvements to the Civic Center facility.

Background: The City of Dodge City sold the Board of Education (BOE) the Dodge City Civic Center on February 1, 2013 for \$10.00. The BOE has used the facility for school purposes, while continuing to allow several community events to occur at that sight. Prior to the property being exchanged, the staff of USD 443 was provided the time requested to evaluate the needs of the building. The building was sold as is without any warranty. In addition, the building had a new roof installed shortly before the exchange occurred and the City and County jointly paid, through Why Not Dodge, \$60,000 towards the replacement of the doors on the north and south ends of the facility.

Justification: See BOE Resolution No. 20150413 – attached.

Financial Considerations: The request of \$300,000 is not budgeted.

Legal Considerations: None.

Attachments: Letter from Bill Hammond, Clerk of the Board of Education and BOE Resolution 20150413

Dodge City Public Schools

Business Office

1000 Second Avenue ~ PO Box 460

Dodge City, KS 67801-0460

Telephone (620) 371-1001 ~ Fax (620) 227-1774

William R. Hammond

email: hammond.william@usd443.org

April 22, 2015

Cherise Tieben
City Manager
City of Dodge City
806 N Second Ave
Dodge City, KS 67801

Dear Mrs. Tieben,

At the April 13th, 2015 Board of Education meeting, the Board of Education adopted a resolution directing administration to approach the City of Dodge City for financial assistance in addressing building code safety issues related to the Dodge City Civic Center.

Dodge City Public Schools has researched the issues involved and is in the process of bidding a project to address the concerns. The school district would like to share with the city that it has continued to make the Civic Center available to a wide variety of community events and organizations and would hope the City of Dodge City would assist financially in bringing the Civic Center into code compliance. Please see enclosed Resolution No. 20150413.

Please let me know when administration, on behalf of the Board of Education, might address the City Commissioners. Thank you for your time and assistance.

Sincerely,

William R. Hammond

Enclosure:
Resolution No. 20150413

RESOLUTION OF THE BOARD OF EDUCATION
OF UNIFIED SCHOOL DISTRICT #443, FORD
COUNTY, DIRECTING INQUIRY OF CITY OF DODGE CITY

RESOLUTION NO. 20150413

WHEREAS, the Board of Education acquired the Dodge City Civic Center from the City of Dodge City, Kansas on February 1, 2013 anticipating that the site might be appropriate for a third middle school; and,

WHEREAS, the Board of Education's direction since the acquisition has been to utilize the facility for school purposes, while continuing to allow and facilitate community use to the extent possible; and,

WHEREAS, the Board of Education has recently obtained information advising of certain life-safety equipment recommendations at the facility including replacement of the fire alarm system, the stage "fire curtain", and stage roof vent system, with an estimate approaching \$300,000 for completion; and,

WHEREAS, the Board of Education has authorized and approved architectural and engineering services to prepare bid specifications to address the recommendations made regarding these items.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF UNIFIED SCHOOL DISTRICT #443, FORD COUNTY, KANSAS, as follows:

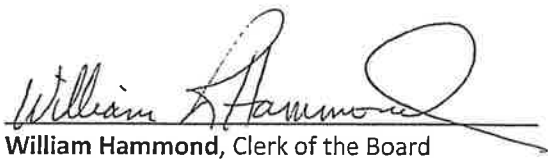
The Board of Education of Unified School District #443, Ford County, Kansas, does hereby authorize and direct administrative personnel to initiate communication with the City of Dodge City, Kansas requesting financial assistance with life-safety improvements and repairs on the premises of the Dodge City Civic Center for the benefit of the community at large.

Adopted this 13th day of April, 2015 by the Board of Education of Unified School District #443, Ford County, Kansas.

BOARD OF EDUCATION OF
UNIFIED SCHOOL DISTRICT #443
FORD COUNTY, KANSAS

By: 
Lisa Killion, President

ATTEST:


William Hammond, Clerk of the Board



Integrated Consulting
Engineers, Inc.

2604 W 9th St • Ste. 100 • Wichita, KS 67203
316-264-3588 • 316-264-3948 • iconengineers.net

February 24, 2014

William R. Hammond
Executive Director of Business & Operations
1000 N 2nd Ave., Room 113
Dodge City, KS 67801-4415

Re: Dodge City Civic Center – Existing Fire Alarm System

Bill-

This letter is in response to the concerns regarding the existing fire alarm system at the Dodge City Civic Center. Integrated Consulting Engineers (ICE) visited the Civic Center on 2013-03-12 to review the existing fire alarm system. The existing system is a Simplex 2001 System. This system was installed in the late 1980's. At the point of installation, this system was one of the best voice evacuation systems that could be purchased for this type of facility. However, the fire and building codes were much different than compared to today's current codes. Today there are several audibility requirements and requirements for the quantity of speakers that the existing system does not meet. Also ADA (Americans Disabilities Act) codes were non-existent in the late 1980's so the quantities of strobes that are required today are much higher because of current ADA Standard. The existing strobe devices do not have the ability to have synchronization, which is now a current code requirement.

The Simplex 2001 series was manufactured from 1978 to 1990. It was discontinued 24 years ago. Because of the age of this system, replacement parts for it are almost non-existent.

It is the recommendation from ICE that the fire alarm system and associated devices at the Dodge City Civic Center be completely changed out to a new voice-evacuation system that is up to current codes.

Sincerely,

INTEGRATED CONSULTING ENGINEERS, INC.

Drew Rose, P.E., LEED AP BD+C
Electrical Division
Integrated Consulting Engineers

2604 W. 9th St. Suite 100
Wichita, KS 67203
Phone: 316-264-3588 • Fax: 316-264-3948



October 3rd, 2014

William R. Hammond
Executive Director of Business & Operations
1000 N 2nd Ave., Room 113
Dodge City, KS 67801-4415

Re: Dodge City Civic Center – Existing Fire Alarm System

Bill-

Over the past 18 months Integrated Consulting Engineers (ICE) and USD #443 have been in discussion about the possibility of providing a new fire alarm system for the Dodge City Civic Center. During this period of time, ICE has become aware of several life-safety issues related to the Dodge City Civic Center. Below is a timeline of the events of the past 18 months:

- May 2013 – USD #443 asked ICE to provide rough budget for what a new fire alarm system in the Dodge City Civic Center would be.
- June 2013 – ICE provided USD #443 a rough budget and design fee's associated with a new fire alarm (see email from 2013-06-11). Budget numbers were the result discussions with Honeywell and Haynes Electric.
- February 2014 – USD #443 asked ICE to provide information on why the existing fire alarm system is no longer code compliant. ICE provided a letter to USD #443 indicating reasons why the existing system is no longer code compliant.
- April 2014 – USD #443 asked for ICE and Haynes Electric to meet with USD #443 at the Dodge City Civic Center to walk thru the existing facility and discuss options for a new fire alarm. The walk-thru occurred on 2014-04-21. During the walk-thru ICE observed several life-safety issues related to the building.
- April 2014 - ICE contacted Tom P. Montgomery with GLMV Architecture to discuss potential life-safety issues with respect to adding a new fire alarm system. ICE & GLMV determined that it would be best to approach a fire-protection engineer about performing a code analysis on the Dodge City Civic Center. The intent of the code analysis is to come up with a equivalent code compliance plan to present to the state fire marshal for approval.
- April 2014 – ICE contacted Mark Chrisman with Fire Dynamics (a Henderson Engineering Company) to evaluate the building from a life-safety perspective.
- August 2014 – ICE, GLMV, Fire Dynamics, and USD #443 staff meet at the Dodge City Civic Center for a walk-thru (walk-thru occurred on 2014-08-27). Mark Chrisman with Fire Dynamics reviewed the existing conditions and came up with a proposed solution to present to the state fire marshal.

- September 2014 – Mark Chrisman with Fire Dynamics spoke with the state fire marshal regarding general specifics about a hypothetical building, but did not mention the location of the building in question. The fire marshal agreed with the approach and advised Mark to put together a code compliance plan for final review.

After much discussion with Fire Dynamics about the existing conditions at the Dodge City Civic Center, it is their opinion that the following steps be taken:

- Create a code compliance plan to present to the state fire marshal for approval.
- Install a fire curtain in the front of the existing stage. This will provide a fire separation between the stage area and audience.
- Replace the existing roof hatches with new roof hatches that are functional.
- Provide and install a new voice evacuation fire alarm system that is compliant with current code.

It is the opinion of ICE that the probable cost of these improvements could range from \$225,000.00 to \$250,000.00.

These are just brief descriptions of the events over the past 18 months. Please us know if you need anything else.

Sincerely,

INTEGRATED CONSULTING ENGINEERS, INC.



Drew Rose, P.E., LEED AP BD+C
Electrical Division
Integrated Consulting Engineers

Stages and Platforms

By Ronald L. Geren, AIA, CSI, CCS, CCCA, SCIP

It was a cold afternoon on December 30, 1903, in Chicago. Almost 2,000 patrons, mostly women and children, were crammed into the five-week-old Iroquois Theatre, which was designed to seat slightly fewer than 1,700. The difference in the occupancy was made up by patrons holding standing-room-only tickets, which were commonly issued during that period. Suspended in the fly gallery above the stage were scenery flats—thousands of square feet of painted fabric. Located in close proximity to the scenery were electric arc spotlights that were illuminated for the matinee showing of Mr. Bluebeard.

Sometime late in the second act, one of the spotlights sparked, igniting the adjacent scenery. The fire spread through the fly gallery as flaming debris fell to the stage. Panic ensued and performers and patrons began to run for the exits. The asbestos “fire curtain” at the proscenium was lowered, but became snagged on a light reflector, preventing its full closure.

A door off the side of the stage was opened as the performers exited, allowing cold air to rush in. Since the stage vents were secured from opening, the burst of cold air generated a fireball that blew past the stuck curtain into the house seating, seeking escape through the ventilation provided in the rear wall at the uppermost balcony level. The fireball ignited everything flammable in its path as it rose—primarily in the upper levels—consuming the air that was up there and asphyxiating most patrons who weren’t lucky enough to escape.

Within 15 minutes of ignition, the fire essentially burned out by itself, and all was quiet in the theater.



The theater structure—billed as “Absolutely Fireproof” in the show’s program—remained intact. However, a total of 602 lives were lost, mostly due to the inadequacy of the theater’s egress system. It remained the deadliest single building fire in American history until the events of September 11, 2001[†].

Although the egress system of the Iroquois Theatre was wholly ineffective to handle the volume of patrons attending that day, it is undisputable that many of the casualties would have survived if the stage area was designed with sprinkler protection, and if installed safety equipment were functioning properly. Quoted in the *New York Times* shortly after the fire, then mayor of Chicago, Carter H. Harrison, said,

...the fact remains, and it cannot be denied, that there would have been no panic if the apparatus in this theatre, which, judged by all ordinary standards, was the best equipped playhouse in the city, had been in proper working condition. There is no getting beyond that fact.

Building Code Requirements

Several of the theater-related building code requirements in effect at the time of the Iroquois fire are similar to those in the *International Building Code* (IBC)[‡]. Since many of the historic theater fires have started within the stage area (like the Iroquois’), building codes have focused on the regulation of combustible materials, the suppression of fire, and the containment of fire to the stage area, in addition to means of egress.

[†] The north building of the World Trade Center had an estimated 1,366 deaths and the south building had 618 deaths, excluding passengers of the planes that struck the buildings.

[‡] The 2009 IBC, Second Printing, is used in the preparation of this article.

Due to their similarities, the individual requirements for stages and platforms are both found in a single section of Chapter 4 in the IBC. Although providing similar functions, stages and platforms in the IBC are clearly defined in order to highlight their differences. The significant difference between a stage and a platform is that stages have “overhead hanging curtains, drops, or scenery or stage effects other than lighting and sound,” whereas these are absent from platforms. As demonstrated in the Iroquois Theatre tragedy, overhead scenery and other combustibles increase the fire hazard; thus, stages are subject to more restrictive requirements.

Common to both stages and platforms are the superstructures located above them for access, supporting lighting, scenery, and other equipment. Called gridirons, pinrails, and catwalks, these structures shall be fabricated of materials consistent with the building’s type of construction, but are not required to have a fire-resistance rating. Also, since they are designed for human access in most cases, these structures are not to be considered as floors, stories, mezzanines, or levels.

Platforms

There are two types of platforms: permanent and temporary. Temporary platforms are those erected for a short period of time not to exceed 30 days. Platforms are generally used to raise the performance or speaker area to an elevation that allows better viewing by patrons, but does not involve complex scenery or have curtains.

Permanent platforms are permitted to be constructed of materials required for the type of construction of the building. However, in Type I, II, and IV buildings, fire-retardant-treated wood may be used for platforms complying with the following:

- The platform is not higher than 30 inches above the main floor;
- The platform is no more than 1/3 of the room floor area; and,
- The platform is not more than 3,000 sq. ft. in area.

If the space below the platform is used for storage or any use other than equipment, wiring, or plumbing, the floor construction of the platform shall be not less than one-hour fire-resistive construction, regardless of the building construction type.

Temporary platforms may be constructed of any materials permitted by the IBC. However, the space under the platform can only be used for wiring and plumbing connected to platform equipment—storage or any other use is not permitted.

Stages

Unlike platforms, stages have unique characteristics that give them a higher risk for fire. As the definition indicates, stages utilize scenery drops, curtains, and other combustibles that are stored in an overhead space above the stage that is defined in the

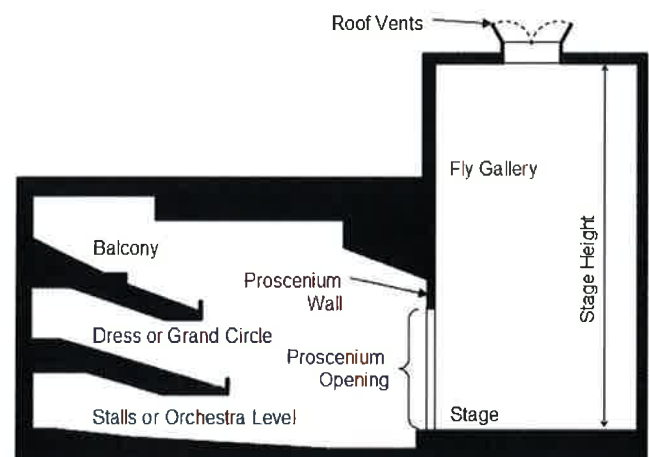


Figure 1 - Typical Theater Cross-Section

IBC as the “fly gallery,” but is also referred to in the industry as the “fly tower” or “fly loft.” This overhead space could be extremely high—at least 2 to 2-1/2 times the height of the proscenium, which is the opening between the stage and the seating area. The measurement between the lowest stage surface and the highest point of the roof or floor deck of the fly gallery is considered the “stage height” and it has code compliance implications.

The size of the stage in terms of floor area also has code compliance implications. When the IBC refers to the floor area of a stage, it includes the entire performance area and any backstage and support areas not separated from the performance area by fire-resistance-rated construction. Therefore, this area can be much larger than just the visible performance area.

The construction of the stage itself varies with a building’s construction type. In Type IIB and IV construction, stages may be constructed of 2-inch wood decking provided the proscenium wall has a 2-hour fire-resistance rating. In Type IIA, IIIA, and VA construction, a fire-resistance-rated floor assembly is not required as long as the space below the stage is protected by an automatic sprinkler system or an alternative automatic fire-extinguishing system. In all types of construction, the finished floor of the stage may be of wood or other approved noncombustible materials.

One of the requirements based on stage height is the fire-resistance rating of the proscenium wall. If the stage height exceeds 50 feet, the proscenium wall must have a 2-hour fire-resistance rating and must extend from the foundation to the roof. When the proscenium is required to have a fire-resistance rating, the proscenium curtain shall comply with NFPA 80, *Standard for Fire Doors and Other Opening Protectives*, or provide a water curtain complying with NFPA 13, *Installation of Sprinkler Systems*, or a smoke control system complying with IBC Section 909. The smoke control system option is only permitted if the assembly seating is *not* smoke-protected.

Whether the proscenium wall is required to be protected or not, the stage is still required to be separated from dressing rooms, workshops, storerooms, and other spaces accessory to the stage by fire barriers and horizontal assemblies. If the proscenium is not required to be fire-resistance rated, then the required separation need only be 1 hour; if the proscenium is required to be rated, then a 2-hour separation is required. Additionally, these spaces are required to be separated from each other with fire barriers or horizontal assemblies having a 1-hour fire-resistance rating.

To prevent fires from spreading quickly on the stage and in the fly gallery, as experienced in the Iroquois Theatre, the scenery used must comply with the requirements of NFPA 701, *Standard Methods of Fire Tests for Flame Propagation of Textiles and Films*, and with Section 806 of the *International Fire Code* (IFC) for decorative vegetation. Foam plastics used in scenery are required to comply with the requirements of IFC Section 2603.

When a stage has an area greater than 1,000 sq. ft. or a height greater than 50 feet, then one of the following must be provided:

- Two or more roof vents having an aggregate area that is at least 5% of the stage area. The vents are to be located near the center above the highest point of the stage. Operation of the vents shall be heat-activated (typically by fusible links), as well as manually.
- A smoke control system complying with IBC Section 909 that will maintain a smoke layer not less than 6 feet above the highest seating level in the auditorium or above the top of the proscenium opening when the proscenium has a 2-hour fire-resistance rating.

Means of egress from a stage shall be provided by two exits—one on each side of the stage and one on each side of the space under the stage. Furthermore, exterior doors located on the stage that are required for means of egress or may otherwise be opened when the theater is occupied, must be provided with a vestibule. This is to prevent sudden drafts of air into the theater—similar to the rush of air that sent the massive fireball into the upper levels at the Iroquois Theatre. Fly galleries and gridirons shall also be provided with at least one means of escape, and may utilize steel ladders, alternating tread devices, or spiral stairways that egress to the stage roof.

Stages are required to have an automatic sprinkler system, which was so tragically missing from the Iroquois Theatre. This is required whether or not the rest of the theater is required to be sprinklered per IBC Section 903.2.1.1. The only exception is for stages that have an area 1,000 sq. ft. or less, or a height 50 feet or less, *and* that do not have curtains, scenery, or other combustible hangings that are retracted vertically. Sprinklers are also not required in areas under the stage that are less than 4 feet clear in height, used only for storage of tables and chairs, and are separated from adjacent areas with 5/8-inch-thick Type X gypsum board.

For stage areas greater than 1,000 sq. ft., a Class III wet standpipe shall be provided on both sides of the stage, each with 1-1/2-inch and 2-1/2-inch hose connections. However, if a sprinkler system is required in the building or fire area, then only 1-1/2-inch hose connections are required, and they may utilize the same standpipe required for the NFPA 13 sprinkler system. Additionally, a Class II or III standpipe installed in accordance with NFPA 14, *Standard for the Installation of Standpipes and Hose Systems*, may be used instead of the other systems described.

The Chicago building code in effect in 1903—*An Ordinance relating to the Department of Building and Governing the Erection of Buildings, Etc. in the City of Chicago*—incorporated requirements that exhibit a comprehensive understanding of the fire threat in theaters for that period of time. However, even the most comprehensive and technically advanced building code will not prevent a disaster if owners and designers do not comply with code requirements, and if building departments do not enforce them, which was the situation with the Iroquois Theatre—a lesson that was learned too late.

To comment on this article, suggest other topics, or submit a question regarding codes, contact the author at ron@specsandcodes.com.

About the Author: Ronald L. Geren, AIA, CSI, CCS, CCCA, SCIP, is an ICC Certified Building Plans Examiner, and is the principal of RLGA Technical Services located in Scottsdale, Arizona, which provides specifications and code consulting services to architects, engineers, owners, and product manufacturers. A 1984 graduate of the University of Arizona, Ron has over 25 years of experience with military, public, and private agencies.

Suggested Reading:

Brandt, Nat. *Chicago Death Trap: The Iroquois Theatre Fire of 1903*. New York: Southern Illinois University, 2006. Print.



February 24, 2015

via e-mail

Mr. Bill Hammond
Executive Director of Business and Operations
Dodge City USD 443
P.O. Box 460
Dodge City, KS 67801-0460

Re: Proposal for Architectural and Engineering Services
Civic Center - New Fire Alarm, Smoke Vents and Fire Curtain

Dear Bill:

This is our Proposal for Architectural and Engineering Services for the installation of new fire alarm system, new smoke vents and a new fire curtain for the Dodge City USD 443 Civic Center building.

SCOPE OF PROJECT

Dodge City USD 443 is proposing update improvements for the fire life safety systems at the Civic Center building. Included in the scope of the improvements are new smoke vents and a new fire curtain. Other improvements include a new voice evacuation fire alarm system.

Work will include removal of the existing original vent structure located on the roof above the stage, requiring modifications to the architectural and structural system. Miscellaneous framing may be required for the new fire curtain. Also included are the services of a special fire code consultant for preparing a code footprint for addressing the non-code-compliant issues of the building. Attached is a concept Drawing that shows the general area where the improvements will occur.

The construction cost is estimated to be in the range of \$275,000 to \$300,000. The Project will be Bid to General Contractors.

PROJECT TEAM

I will be the Principal-in-Charge for the Project. Eric Eakins will be the Project Manager in charge of design and production. Eric will be assisted by our architectural staff. Included in our team will be a Structural Engineer.

SCOPE OF SERVICES

Services will include:

1. Gather all available drawings, information and field measure the building to create a base drawing of the existing building.
2. Design the architectural, structural and electrical improvements.
3. Prepare the code footprint and review with the local and Kansas State Fire Marshal.
4. Meet with Owner and staff to review final Plans and systems for approval.



5. Prepare Construction Documents, including Drawings and Specifications.
6. Assist with soliciting Bids from General Contractors.
7. Review shop drawings for conformance with design.
8. Review the progress of the Work during construction.
9. Provide a punch list when Work is deemed Substantially Complete.

PROFESSIONAL FEES

We propose to provide the above Services for the stipulated sum of \$37,300, plus Reimbursable Expenses. The stipulated sum includes:

- | | |
|-------------------|----------|
| 1. Architectural: | \$14,800 |
| 2. Structural: | \$3,500 |
| 3. Electrical: | \$9,000 |
| 4. Fire Code: | \$10,000 |

Reimbursable Expenses are described as a normal business expense including travel, printing costs, etc.

REIMBURSABLE EXPENSES

Professional Fees do not include Reimbursable Expenses. Reimbursable Expenses include transportation, lodging, and subsistence for out-of-town consultants, reproduction of documents, shipping, postage, messenger or courier service charges, purchase of maps and similar documents, and other similar expenses as may be authorized by Dodge City USD 443. Billings for Reimbursable Expenses will be cost plus 10 percent.

NOT INCLUDED IN THE ABOVE PROFESSIONAL FEE

The following Services are available, but are not included in the Professional Fee stated above:

1. Consultants other than those described above.
2. Evaluations of any building hazardous materials or contaminated soils conditions.
3. Services to provide a civil site survey of topography, utility locations, buildings, or site improvements locations.
4. Services to provide soils investigation services for identifying soil types, capacities, characteristics, etc.

SCHEDULE

Based on our understanding of the Project, we can complete the Construction Documents in 45 days after given approval to proceed.

PAYMENT

GLMV Architecture, Inc. will submit to Dodge City USD 443 on a monthly basis invoices for Professional Services performed under this Proposal. Payments shall be due and payable within 30 days from the date of the invoice, and payments unpaid under this Proposal shall bear interest from the date the payment is due at the prime rate prevailing at the principal place of business of the Architect.

Mr. Bill Hammond
February 24, 2015
Page 3 of 3

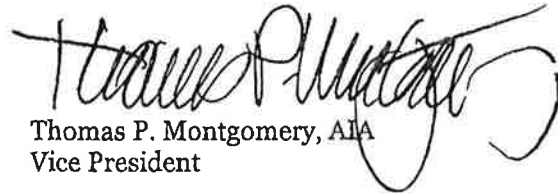
ADDITIONAL SERVICES

Services requested beyond the scope of the Services described in this Proposal shall be considered Additional Services. Additional Services shall be provided if requested and authorized in writing by Dodge City USD 443 and will be performed on a negotiated lump sum basis. Reimbursable Expenses for Additional Services shall be the same as outlined above for the Professional Fees.

We appreciate this opportunity to work again with you and Dodge City USD 443. With approval, we will prepare the Owner and Architect Agreement for signature.

Sincerely,

GLMV Architecture, Inc.

A handwritten signature in black ink, appearing to read "Thomas P. Montgomery", is written over the printed name and title.

Thomas P. Montgomery, AIA
Vice President

TPM/bb

Enclosures

c (w/enc.): 16.453/1.6/TPM



Document B104™ – 2007

Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope

AGREEMENT made as of the Fifth day of March in the year Two Thousand Fifteen
(In words, indicate day, month and year.)

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

Dodge City USD 443
1000 N. Second Avenue
Dodge City, KS 67801

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

GLMV Architecture, Inc.
1525 E. Douglas
Wichita, KS 67211

Architect's Project Number 820.071

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

Civic Center Fire Life Safety Improvements
Dodge City USD 443
Dodge City, Kansas

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.

Init.

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Refer to the attached Proposal, dated February 24, 2015, from GLMV Architecture, Inc.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's Services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the Professional Services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include structural and electrical engineering services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. 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.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's Services. 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

Init.

approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

§ 3.2 DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's Services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative 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 schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

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

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

§ 3.4 CONSTRUCTION PHASE SERVICES

§ 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™—2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107—2007, those modifications shall not affect the Architect's Services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner 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 Contractor'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 Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

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

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor 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 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

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

§ 3.4.4 SUBMITTALS

§ 3.4.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor'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 Contractor's responsibility. The

Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor 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 shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 CHANGES IN THE WORK

The Architect may authorize 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 the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 PROJECT COMPLETION

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)

§ 4.2 Additional Services may be provided 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.

§ 4.2.1 The Architect has included in Basic Services three (3) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other Services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

§ 4.2.3 If the Services covered by this Agreement have not been completed within twelve (12) 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.

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

§ 5.2 The Owner shall establish and periodically update 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. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 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 require that its consultants maintain professional liability insurance as appropriate to the services provided.

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

§ 5.6 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.

§ 5.7 The Owner shall provide prompt written notice to the Architect 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.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

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

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 contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, 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 Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such Services as an Additional Service under Article 4.

§ 6.4 If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect 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.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 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 Upon execution of this Agreement, 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, including prompt payment of all sums when due, under this Agreement. 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 Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service 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 author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising

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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.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement 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 A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive against the other 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 9.6.

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

§ 8.2.3 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. If the Owner and Architect do not select a method of binding dispute resolution below, 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.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation and venue exclusively shall be in the District Court of Sedgwick County, Kansas

☐ Other *(Specify)*

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

§ 9.5 Either party may terminate this Agreement upon not less than seven days' written notice to the other party for convenience and without cause, subject to payment to the Architect for the value of Services rendered up to the time of termination.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for Services performed prior to termination, together with Reimbursable Expenses then due.

(Paragraph deleted)

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Kansas, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 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.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of 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 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.

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§ 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. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

ARTICLE 11 COMPENSATION

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

(Insert amount of, or basis for, compensation.)

A lump sum amount of \$37,300, plus Reimbursable Expenses.

§ 11.2 For Additional Services designated in Section 4.1, 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.)

A lump sum amount to be agreed upon by both parties prior to beginning the Additional Services.

§ 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.)

A lump sum amount to be agreed upon by both parties prior to beginning the Additional Services.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of Services shall be as follows:

Design Development Phase	twenty-five	percent	(	25	%)
Construction Documents Phase	fifty-five	percent	(	55	%)
Construction Phase	twenty	percent	(	20	%)

Total Basic Compensation	one hundred	percent	(	100	%)
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§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent Services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all Services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for Services of the Architect and the Architect's consultants, if any, 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.)

Employee or Category

Rate

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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic 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 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .9 All taxes levied on Professional Services and on Reimbursable Expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

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

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3 or 9.5, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

An amount to be determined by the Architect, plus receipt of a signed release, paid prior to the release of the Instruments of Service. The Instruments of Service shall include all engineering disciplines included in this Agreement.

§ 11.10 PAYMENTS TO THE ARCHITECT

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

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

1.5% per month

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to off set 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.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to 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:

12.1 SALES TAX

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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 MUTUAL INDEMNITY

12.2.1 The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees against all damages, losses and judgments arising from claims by third parties, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Architect's negligent performance of Professional Services under this Agreement and that of its subconsultants or anyone for whom the Architect is legally liable.

12.2.2 The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, director and employees against all damages, losses and judgments arising from claims by third parties, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Owner's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Owner is legally liable.

12.2.3 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.

12.3 LIMITATION OF LIABILITY

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Architect and the Architect's officers, directors, insurers, partners, employees and subconsultants, and any of them, to the Owner and anyone claiming by or through the Owner, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total amount of \$500,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

12.4 AVAILABILITY OF PROFESSIONAL LIABILITY INSURANCE

The Architect agrees to attempt 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 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 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 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 SUSPENSION OF SERVICES

12.10.1 If the Project or the Architect's Services are suspended by the Owner for more than 30 calendar days, consecutive or in the aggregate, over the term of this Agreement, the Architect shall be compensated for all Services performed and Reimbursable Expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of Services, the Owner shall compensate the Architect for expenses incurred as a result of the suspension and resumption of its Services, and the Architect's schedule and fees for the remainder of the Project shall be equitably adjusted.

12.10.2 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. The Architect shall have no liability to the Owner, and the Owner agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Owner. Upon receipt of payment in full of all outstanding sums due from the Owner, 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 Owner and Architect.

§ 13.2 This Agreement incorporates the following documents listed below:

(List other documents, if any, including additional scopes of service and AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

Exhibit A – Scope of Services. Refer to the Proposal, dated February 24, 2015, from GLMV Architecture, Inc. (attached).

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

OWNER



(Signature)

William R. Hammond Board Clerk
(Printed name and title)

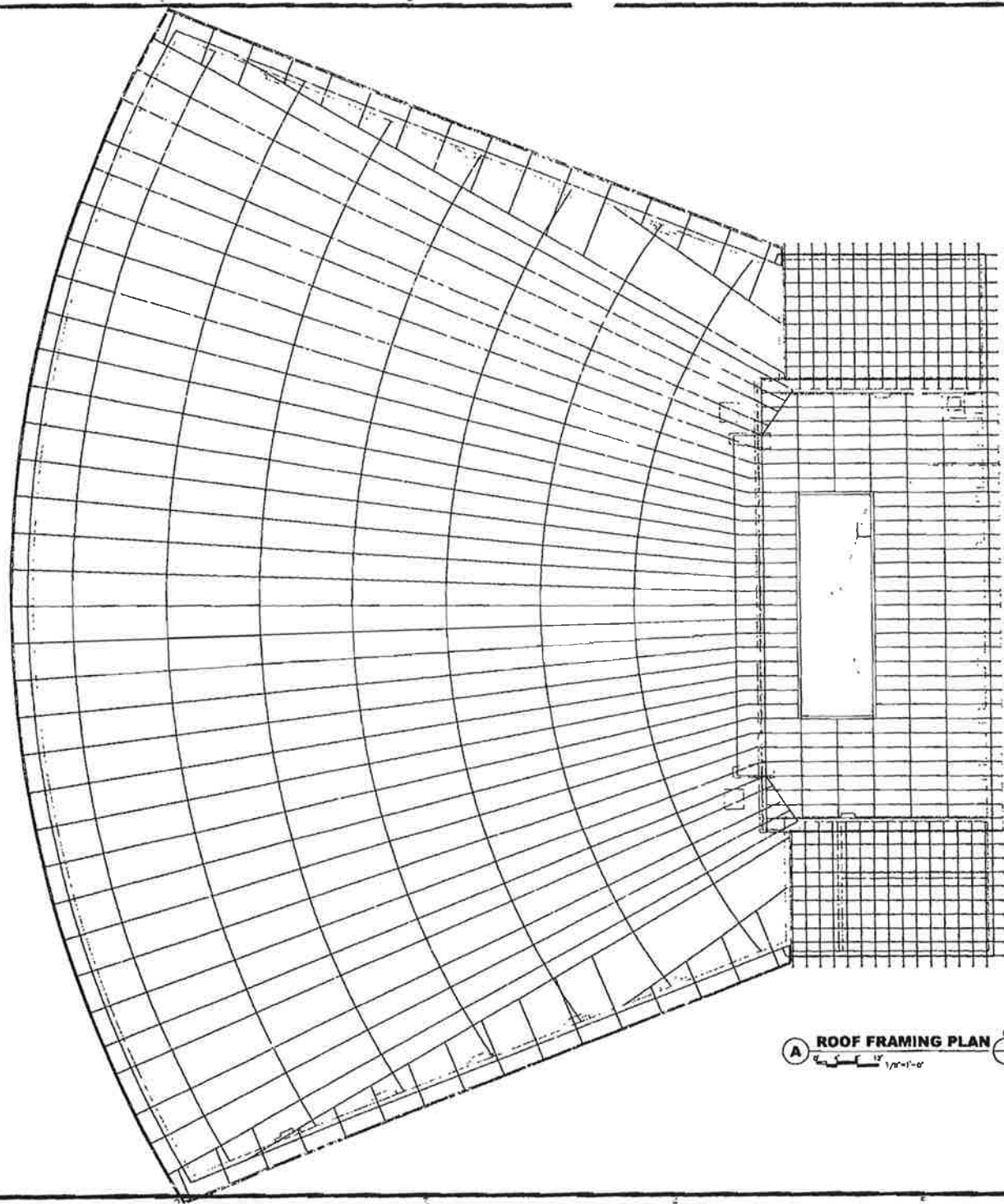
ARCHITECT



(Signature)

Thomas P. Montgomery, AIA, Vice President
(Printed name and title)

Init.



(A) ROOF FRAMING PLAN 
1" = 1'-0"

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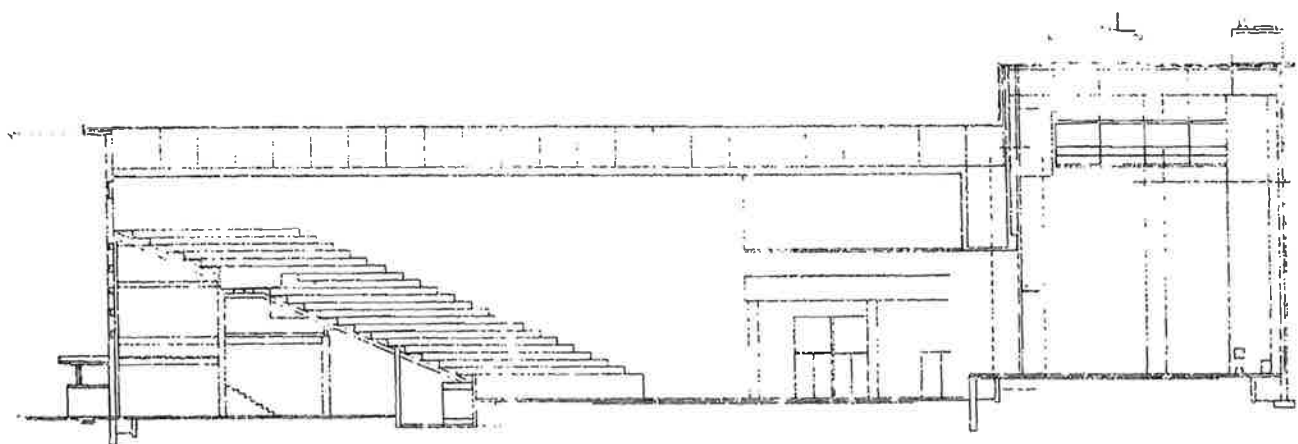
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SECTION A-A

