

Mayor:
Chad Allegor

Council Members:
Dianne Taylor
(Pro Tem)
Brent Berger
Christy Lindsay
Ann McDonald
Deb Townsend

City Administrator
John Lloyd

City Clerk
Cindy Kane

Deputy Clerk
Emily Voeller

Library Director
Sue Ponder

Police Chief
Joe Bartello

Fire Chief
Ryan Van Der Kamp

Ambulance Director
Cody Wenthe

City Attorney
John H. Judisch

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CITY COUNCIL AGENDA
6:00 P.M. WEDNESDAY, MAY 13, 2020
VIDEO CONFERENCE MEETING

AMERICANS WITH DISABILITIES ACT COMPLIANCE: IF THERE IS ANYONE WISHING TO ATTEND THE MEETING THAT MAY REQUIRE SPECIAL ASSISTANCE IN BEING ABLE TO PARTICIPATE IN THIS MEETING, PLEASE ADVISE CITY HALL OF YOUR NEEDS 48 HOURS PRIOR TO THE MEETING.

You are hereby notified that members of the City Council for Prairie City, Iowa, may be present and a quorum may exist even though this is a video conference style meeting. The Council will discuss items to be addressed during the following Regular Council Meeting.

1. ROLL CALL
2. PUBLIC COMMENT: At this time, citizens may address the Council. Except in cases of legal emergency, the City Council cannot take formal action at the meeting, but may ask the City staff to research the matter or have the matter placed on a subsequent agenda. To be heard, a citizen must be recognized by the chair and state his or her name and address. Speakers will be given three minutes to present their concerns. Comments and/or questions must be related to city policies or the provision of city services and shall not include derogatory comments about other individuals. Unless specifically called upon by the Mayor no additional comments and/or questions will be addressed during the remaining meeting once the Public Comment portion has been closed.
3. AGENDA APPROVAL. ACTION MAY BE TAKEN ON ANY OF THE ITEMS LISTED IN THE AGENDA
4. CONSENT AGENDA
 - a. Minutes from April 22, 2020, Special Council Meeting
 - b. Minutes from April 15, 2020, Park and Recreation Board Meeting
 - c. Minutes from April 28, 2020, Library Board Meeting
 - d. Minutes from May 11, 2020, Library Board Meeting
 - e. March 2020 Financials
 - f. Bills and Transfer resolution 5-13-20-1
5. NEW BUSINESS:
 - a. Park & Recreation Summer Recreation Director
 - b. Investment Policy
 - c. Jasper County Small Business Assistance Program
 - d. Sponsoring the EDCorp in running water and sanitary sewer to West 2nd St.
 - e. Discussion and Possible Action on entering into a Contract with the Vermillion Architectural firm for the Prairie City Library
 - f. Approval of Fire Radios \$6724.80 from 001-150-6505 Fire Equipment and \$578.00 from 001-150-6230 Fire Training

6. OLD BUSINESS

- a. Street Closing for Whiskey Barrel Bike Night
- b. Downtown Sidewalk update
- c. Water loss summary

7. INTRODUCTION AND ADOPTION OF ORDINANCES, RESOLUTIONS, PUBLIC HEARINGS

- a. Resolution Setting a Special Council meeting May 22, 2020 at noon, a Council Workshop June 10, at 6:00 p.m. and Council Meeting June 24, 2020, at 6 p.m.
- b. Resolution setting a public hearing on budget amendment #3 for May 22, 2020 at noon
- c. Resolution Setting Employee Wages FY 20-21
- d. Ordinance Setting Water Rates FY 20-21 and possible resolution waiving the 2nd and 3rd readings.
- e. Ordinance Setting Sewer Rates FY 20-21 and possible resolution waiving the 2nd and 3rd readings.
- f. Ordinance Setting Solid Waste Rate FY 20-21 and possible resolution waiving the 2nd and 3rd readings.

8. ADJOURNMENT

CITY OF PRAIRIE CITY
MINUTES
APRIL 22, 2020

The City Council of the City of Prairie City, Jasper County, Iowa, met on April 22, 2020, in regular session at 6:00 P.M. Mayor Alleger called the meeting to order.

Roll was called showing members present virtually and absent as follows: Present: Mayor Alleger; Councilors: Berger, Lindsay, Mc Donald, Taylor, and Townsend. Also in attendance: City Administrator John Lloyd, and City Clerk Kane.

Public Comments:

Tom Schendel addressed Council regarding the sale of land located at 202 South State Street. Schendel requested additional open communication from the Council to the citizens when property transactions are proposed. He stated he was excited for the medical clinic; however, he expressed his frustration for lack of communication from Council.

Councilor Taylor moved to approve the agenda. Councilor Mc Donald seconded the motion. On a roll call vote, the motion passed unanimously.

Introduction and Adoption of Ordinances, Resolution, Public Hearings:

RESOLUTION 4-8-20#1; City Administrator John Lloyd informed Council of the possible sale of the property located at 202 South State Street (Old Ballfields) to Pella Regional Health Center for \$1.00. Councilor Mc Donald moved to approve the sale. Councilor Taylor seconded the motion. On a roll call vote, the motion passed unanimously.

Councilor Mc Donald addressed questions to citizens regarding the property sale that were requested at the public hearing held in March 2020.

6:21 PM Public Hearing Open Amending the Prairie City Code of Ordinances for real-estate located at West Second Street and Poplar Street Prairie City, Iowa

6:22 PM Public Hearing closed. No communication.

ORDINANCE 374 - Rezoning of City property from A1 to C1. City Administrator John Lloyd informed Council of the proposed change of the Prairie City Code of Ordinances by amending the provision pertaining to rezoning of residential property to commercial. Councilor Townsend made a motion to approve. Councilor Berger seconded the motion. On a roll call vote, the motion passed unanimously.

Councilor Mc Donald made a motion to waive the second and third reading of ORDINANCE 374. Councilor Lindsay seconded the motion. On a roll call vote, the motion passed unanimously.

Petitions and Communications: None

New Business:

Finance Committee – Cindy Kane, City Clerk, requested Council to approve transfer of funds. Councilor Mc Donald made a motion to approve. Councilor Berger seconded the motion. On a roll call vote, the motion passed unanimously.

Casey's General Store #2237 Cigarette renewal. City Administrator John Lloyd informed Council of the application for a Cigarette permit by Casey's General Store #2237. Councilor Lindsay made a motion to approve. Councilor Taylor seconded the motion. On a roll call vote, the motion passed unanimously.

City Administrator John Lloyd informed Council of the offer for two parcels of land located on South Norris Street. Jeff Davis offered \$30,000 for both properties. Davis stated one properties layout was not ideal. After a brief discussion, Council requested the action be tabled.

MINUTES
April 22, 2020
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Councilor Townsend made a motion to set a Public Hearing on Wednesday, May 6th, 2020 at 6:00 P.M. for disposal of real-estate on South Norris Street. Councilor Berger seconded the motion. On a roll call vote, the motion passed unanimously.

With no further business to discuss, Councilor Townsend moved to adjourn the meeting at 6:50 P.M. Councilor Taylor seconded the motion. On roll call, the motion carried unanimously.

ATTESTED TO:

Cindy Kane
City Clerk

Chad D. Alleger
Mayor

Prairie City Park Board Commission
Wednesday, April 15, 2020
6:00 p.m.
Meeting Minutes

*Meeting held via Zoom due to Coronavirus pandemic.

Call to Order: 6:01 p.m. by Natalie Owens
Present: Natalie Owens, Scott Steenhoek, Tom Schendel, Trishia Johannes, Emily Simmons, John Lloyd, Christy Lindsey

Approval of Agenda & Minutes:

- Motion to approve agenda and March meeting minutes by Johannes; second by Simmons.
Motion approved.

Little League / Bam Bam Update:

- No updates have been received from Little League. The national Little League organization recommended the season doesn't start until mid-May. Sierra DeVoe (Bam Bam) confirmed the same recommendation has been made for Bam Bam.
- No updates/changes have been made to the Little League schedule previously provided to Park Board.

Soccer:

- No updates have been communicated to Park Board by Arica and Josh Brinegar. The assumption is the soccer league is following the same guidelines as Little League.

Public Works Update:

- Public Works has received most of the new aerator approved by City Council. The remaining parts were to arrive Thursday, April 16. Public Works will get it assembled and start aerating the grounds in Prairie City.
- With all parks technically closed, none of the bathrooms are currently open. Public Works will make them accessible once the parks are open.
- The community building floor covering work has been completed and the baseboard surround has been applied. The community building will be deep cleaned on Friday, April 17 and available for rent once the park is open.
- Public Works has started mowing in Prairie City. The rec complex grounds have been mowed once already. The new equipment (aerator and spreader) will be used to aerate and seed the grounds and other areas in Prairie City. Public Works will also work on spraying the ball fields.
- A tree was lost at the rec complex due to wind. It has been removed and will look to be replaced in the future.
- The cat tails in and around the pond at the rec complex are currently dead. Public Works will try to remove/cut down as many as possible, as well as spray to continue killing the cat tails.
- Public Works is looking to bring someone out within the next few weeks to trap any muskrats. A few have been spotted.

- Public Works will move gold material left over from last year back out to the complex and will fill in low spots on the infields as time allows.

New Business

Trail Signage:

- Schendel raised a discussion point regarding possible trail signage at the rec complex to remind residents the trail is for walking/biking only. With the approval of golf carts on city streets in town, we want to ensure the rec complex paths are reserved for those walking and riding bikes.
- Currently only aware of two golf cart licenses purchased. We will continue to discuss and address if golf carts and other motorized vehicles become a problem.

Dog Park:

- Simmons raised a discussion point about adding a dog park – something a few residents have asked her to bring to a meeting. A dog park has been a discussion point from time to time with questions around where it would be located, how much materials (fencing, benches, garbage cans, etc.) would cost and when it could become a reality.
- Discussion will continue on the dog park. We encourage those asking for a dog park to consider donating funds towards the cost of materials needed to make it a reality.

Old Business

Tennis Courts:

- John Lloyd has contacted all of the resources provided by Simmons but has not heard back from any of them. We will continue to work towards determining the type of work needed and quotes – whether those are done in person, via video, etc.

Budget:

- We reviewed the budget lines associated with the Park Board. These are the account numbers with "440" in the middle.
- We have requested John Lloyd and Cindy Kane provide us an update on all accounts assigned and/or associated with the Park Board, and which ones carry over dollars from one fiscal year to the next and which ones must be spent down each year. We are looking for verification on the following:
 - For the "440" accounts, the Park Board has the understanding all must be spent down with the exception of 001-440-6597 (Park Board Trust Purchase).
 - There is another account (170-000-1110) which appears to be an IPAIT account. We believe this is year private donations are stored.
 - We have a number of "Equipment Revolving Accounts" – tennis courts, playground. We also requested, in 2019, the creation of an Equipment Revolving Account for the bunker rake. This was at the guidance of Cindy Kane, City Clerk.
- We will, most likely, have expenses yet this year which will need to come out of the Ball Diamond/Parks Maintenance account (001-440-6320). Items include wood chips, materials needed for baseball/softball tournaments

- Goal is to determine at May meeting what needs purchased during the current fiscal year, and then we will look to assign remaining funds to one or more Equipment Revolving Accounts for future projects.

Pond Pump:

- This is currently on hold. Public Works is still waiting on one or two individuals to come look at the current state of the pond to determine the best course of action.

Tournament(s) Update:

- On Sunday, April 5, a few Park Board members and a number of volunteers set bases at the appropriate distances of 60 ft, 70 ft and 80 ft on the NE and SE fields. This group, or a subset of the group, will work to update the SW field to 60 ft and 65 ft in preparation of upcoming tournaments once the complex is open.
- All non-school tournaments (USSSA, AAU, etc.) are currently on hold – most of them until early-to-mid May, and possibly longer. Bob Egr, Iowa USSSA Baseball State Director, has verified his budget for games. His counterpart for softball (Kelly Thorne) also verified rates. They will pay \$25 for each fastpitch/softball game and \$40 for each baseball game. For the average tournament, this will equate to approximately \$1300. The Park Board agrees with these costs and will look to update its rental agreement to fall in line with these rates as future tournament agreements will most likely follow these rates.
- The City of Prairie City/Park Board will be responsible for setting up and maintaining fields before, during and after the tournament, concessions stand(s), etc.
- We need to ensure we are ready to go with the necessary materials to run a successful tournament. Schendel volunteered to develop a list of needed field/grounds materials, and Steenhoek volunteered to develop a list for the concession stand(s).
- A quote to complete additional work to the NE, SE and SW fields was provided by Iowa Sports Turf and discussed. The primary work involved adding gold material to raise the level of the fields and cutting the infields back where necessary. The cost is higher than desired so we may look to complete one field this year and do another next year – this way the fields are on a rotating basis.
- City Council member Lindsey stated we need three quotes due to the cost of the project being over \$5,000. Steenhoek will contact those same companies used as part of the NW field conversation quoting process last year to try and obtain quotes for this year.
- Discussion was also held on groups which could assist in running the concession stand(s). the Park Board feels we need to first determine what percentage of proceeds will go to assisting groups. This decision will then lead to further discussion.

Summer Rec:

- The position(s) has not been posted yet. John will look to get that done as soon as possible, with Owens providing any additional wording for the job description to John.

Discussion Items – no additional items were discussed.

Adjournment

- Motion to adjourn meeting at 8:00 by Steenhoek, second by Simmons.

Prairie City Library Board Meeting

April 28, 2020

Meeting called to order at 7:08 by Ginny Dalton. Meeting was held online, via Zoom, due to COVID 19 pandemic. Members present: Ginny Dalton, Arnie Sohn, Jennifer Ladehoff, Linda Frazier. Also present: Sue Ponder, Christy Lindsay, John Lloyd, and Millie and Ed from Vermilion architect group.

Minutes from March 10 meeting were reviewed. Motion by Arnie, second by Linda to approve the minutes. Motion carried.

Discussion was held about the contract presented by Vermilion Group to proceed with plans for the Marshall Street building conversion to a library. It was clarified that the engineering firm mentioned in the contract is a group that Vermilion has used in the past and that they would do electrical and mechanical part of the drawings, if Vermilion contracts with them. It is not a commitment to have them do the actual work if the building is converted. Motion by Linda, second by Arnie to pass on this contract to the city to have it reviewed by the city attorney.

Financial report from the city was reviewed. Due to the library being closed to patrons for the past month, Sue did not have a statistics report, but will have one at the next meeting. Despite being closed, there have been many items returned and she has worked at collecting and cleaning the returned items. In addition to doing this type of work, Sue has started to learn about the new website set up that the state library is rolling out for all state libraries. The new webpage design is called Concrete 5. Sue has also been investigating grants and has been in touch with Ver Meer. The mayor has extended the closure of City Hall and the library through the end of May. Sue and Jenny will begin to work together some during this time to clean, weed and sort and rearrange books.

An update on the Marshall St. building reported that the building is almost empty and that some concrete removal is still happening.

Next meeting: Tues. May 19 at 7 pm via another Zoom meeting.

Meeting adjourned at 7:50. Submitted by Linda Frazier.

Prairie City Library Board Meeting
May 11, 2020

Meeting held via phone/zoom due to Covid-19 restrictions. Called to order at 9 am by Ginny Dalton.

Members : Arnie Sohn, Jason Taylor, Linda Frazier, Ginny Dalton and Sue Ponder participated.

Sue reported that she had been in contact with Vermilion and they had updated, corrected the areas of the contract that needed clarification on the phases and fees. She had also sent the board the comments made by one of the city attorneys re: the contract. We all felt that his comments were rather vague as they simply pointed out some areas of the contract that might need attention, but there was no firm statement regarding what should be done or if the contract was acceptable or not. Sue then reached out to John Lloyd and to Chad Allegre. Chad contacted John in the attorneys' office and he was going to review it again. We would like to have the council see the contract and vote on it as soon as possible.

Motion by Arnie and second by Jason: the board recommends to the council to enter into the contract with Vermilion contingent upon a positive response from the city attorney. Motion carried.

Sue is waiting to hear more about the safe reopening of the library. She has reached out to several different entities for specific guidelines.

Board members are asked to complete Sue's evaluation by May 23rd and drop off in the book drop. Sue will then deliver to Ginny for compilation.

Next meeting date has been changed to May 26 at 7 pm. Meeting adjourned at 9:25.

Submitted by Linda Frazier

CLAIMS REPORT

MAY 13, 2020

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>PD</u>
BAKER & TAYLOR	LIBRARY BOOKS	788.04	
CINTAS	MAT SERVICE	22.52	
CENTURY LINK	TELEPHONE	387.64	
COLLECTION SERVICES	CHILD SUPPORT	761.52	*
COLFAX AUTO PARTS	PARTS	139.99	
DELTA DENTAL	DENTAL APRIL	361.16	*
EPIC	INSURANCE	424.22	*
FED/FICA	WITHHOLDING	9488.52	*
FIRST NATIONAL BANK	CREDIT CARD	170.24	
FIRST NATIONAL BANK	CREDIT CARD-LIBRARY	470.18	*
GWOKS	TRAINING	1924.48	
GWOKS	CEMETERY SOFTWARE	2075.00	*
HEARTLAND COOP	FUEL	1684.09	
IEMSA	CONFERENCE REG	50.00	
IOWA MUNICIPAL UTILITIES	ANNUAL DUES	941.74	
IOWA DEPT PUBLIC SAFETY	ONLINE WARRANTS	402.00	
IOWA OFFICE CLEANING	JANITORIAL SERVICE	280.00	
IOWA ONE CALL	UTILITY LOCATES	29.90	
IOWA INSURANCE DIV	CEMETERY REPORT	36.00	*
IOWA DEPT OF REVENUE	WITHHOLDING	1564.00	*
IPERS	IPERS	6220.36	*
IOWA PRISION INDUSTRIES	STREET SIGNS	37.40	
IOWA REGIONAL UTILITIES	WATER FEE	223.50	
IOWA STORAGE TRAILER	TRAILER RENT	135.00	
JASPER COUNTY ANIMAL RES	IMPOUNDS --MAR/APR/MAY	470.76	
JOE MC CHURCH	JANITORIAL	170.00	
JOHNSON CONTROLS	ANNUAL ALARM	642.36	
KABEL	CAFETERIA PLAN	122.80	
KABEL	HRA	634.62	*
KEYSTONE	LAB TESTS	1622.50	
MENARDS	SUPPLIES	807.25	
MEDIACOM	STATIC IP FEE	12.69	
METRO WASTE AUTH	MO CURB IT	1965.39	
MIDAMERICAN ENERGY	ELECTRIC SERVICE	5552.45	
MIMIT	MO TECH SUPPORT	660.00	
NEWTON DAILY NEWS	PUBLICATIONS	274.28	
NORMA DEVRIES	REIMBURSEMENT-JUNE	100.00	*
PAYLESS OFFICE SUPPLIES	OFFICE SUPPLIES	18.04	
PELLA MEDICAL CLINIC	PHYSICALS	354.00	
PORTER HARDWARE	SUPPLIES	27.22	
PRAIRIE CITY FOODS	SUPPLIES	224.31	
PRAXAIR	AMBULANCE SUPPLIES	279.70	
PRAETORIAN DIGITAL	POLICE SUBSCRIPTION	736.10	*
SCHENDEL, TOM	PARK REIMBURSEMENT	210.12	*

SHOMO, MADSEN, UMBLE	PROPERTY INSURANCE	37,336.00
STRYKER	SUPPLIES	180.72
VERIZON	CELL PHONE	534.02
EMILY VOELLER	REIMBURSEMENT	42.17
WASTE MANAGEMENT	CONTRACT	11507.80
WELLMARK	HEALTH APRIL	5857.67

*

SCHED TOTAL \$70,910.07

GENERAL	\$31,678.79
ROAD USE	\$1,227.58
TRUST & AGENCY LEVIES	\$784.75
DEBT SERVICE	\$0
WATER	\$9,397.80
SEWER	\$14,347.96
SANITATION	<u>\$13,473.19</u>
	\$70,910.07

PAID TOTAL \$98,575.52 *

REPORT TOTAL	<u>\$98,575.52</u>
PAYROLL 4/7/20	\$14,961.51
PAYROLL 4/21/20	\$15,228.32
Total Claims to Date	<u>\$128,765.40</u>

MONTHLY TRANSFERS

April WATER SINKING FUND
 April SEWER SINKING FUND

\$2,832.00
\$16,928.00
 \$19,760.00

POLICE APRIL TOTALS

PAYROLL – POLICE FULLTIME
 POLICE – PART-TIME

\$12,525.96
\$160.00
 \$12,685.96

SUMMER RECREATION DIRECTOR

Position: Summer Recreation Director

Reports to: City Administrator

Revision Date: May 8, 2020

FLSA Classification: Exempt

POSITION SUMMARY

Under direction of the Park Board, plans, coordinates, organizes and directs the operations and programming of the Summer Recreation, according to goals set by the Park Board, within parameters set by local, state and federal authorities, and in response to community needs. This is a temporary part-time position. Hours can vary from week to week.

ESSENTIAL JOB DUTIES

- Plans, develops, coordinates and implements the scheduling of two, one-hour sessions, per week, (divided by age) to teach children games that they will enjoy while promoting healthy active lifestyles.
- Collect permission/waiver form from participants.
- Maintain and report records of attendance to the Park Board.
- Reports to the Park Board following completion of the program regarding necessary program enhancements.
- Create and distribute summer recreation informational flyers and schedules to all students at the Prairie City Elementary prior to school dismissal for summer break.
- Hires two temporary employees to help supervise the summer recreation program.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED

The individual must possess the following knowledge, skills and abilities or be able to explain and demonstrate that the individual can safely perform the essential functions of the job, with or without reasonable accommodation, using some other combination of skill and abilities.

- Knowledge of the principles and practices of public recreation planning and development.
- Knowledge of applicable local, state and federal laws and regulations governing recreation program.
- Ability to work independently and in consultation with public officials and boards.
- Knowledge of safety precautions relating to recreational activities.
- Knowledge of a wide variety of sports and recreational activities and skill in assessing community needs and interest in such activities.
- Knowledge of accessibility and safety standards relating to programs and park equipment.
- Ability to plan, organize and supervise the activities and personnel part of a recreational program.

- Ability to establish and maintain effective and courteous relationships with citizens of all ages, employees, board members and other city officials.
- Ability to safely perform tasks requiring bending, stooping, kneeling, lifting, standing, climbing, throwing, twisting, walking, carrying and other physical exertion.
- Maintains adequate communication with children's families regarding cancellations due to weather, etc.
- Maintains Summer Recreation Facebook page as a form of communication with the community and participants' families.

ENTRY REQUIREMENTS

Education/Training: No educational requirements for this position.

Work Experience: Previous experience working with children.

Required licenses, registrations and certifications: First Aid

Required post-offer physical examinations: Upon request of the City Administrator.

Required drug testing: Upon request of the City Administrator.

Residency requirement: None.

Other testing required: DCI background check.

WORK ENVIRONMENT

Work is performed outside and involves seasonal exposure to heat, wind, rain, and humidity conditions. Work can involve exposure to heat, extreme noise, dirt and dust, fumes and odors.

1. Marginal functions of the position that are incidental to the performance of essential job duties have been excluded from the job description.
2. All requirements are subject to possible modification to reasonably accommodate qualified individuals with disabilities. Prospective employees and incumbents are encouraged to discuss possible accommodations with the City.
3. Job descriptions in no way state or imply that the description includes every duty to be performed by the employee in the position. Employees will be required to follow any other job related instructions and to perform any other job related duties requested by their supervisor.
4. The City reserves the right to change or reassign job duties or combine positions at any time.

Date

**CITY OF PRAIRIE CITY
INVESTMENT POLICY**

SECTION 1. SCOPE OF INVESTMENT POLICY

The Investment Policy of the City of Prairie City shall apply to all operating funds, bond proceeds and other funds and all investment transactions involving operating funds, bond proceeds and others accounted for in the financial statements of Prairie City. Each investment made pursuant to this Investment Policy must be authorized by applicable law and this written Investment Policy.

The investment of bond funds or sinking funds shall comply not only with this Investment Policy, but also be consistent with applicable bond resolution.

This Investment Policy is intended to comply with Iowa Code Chapter 12B and 12C.

Upon passage and upon future amendment, if any, copies of this Investment Policy shall be delivered to all of the following:

1. The governing body or officer of the City of Prairie City to which the Investment Policy applies.
2. All depository institutions or fiduciaries for public funds of the City of Prairie City.
3. The auditor engaged to audit any fund of the City of Prairie City.

In addition, a copy of this Investment Policy shall be delivered to every fiduciary or third party assisting with or facilitating investments of the funds of the City of Prairie City.

SECTION 2. DELEGATION OF AUTHORITY

In accordance with Section 12B.10(1) the responsibility for the safekeeping and the appropriate investment of public funds resides with the City Treasurer. Only the City Clerk/Finance Officer and those authorized by resolution may invest public funds, and a copy of any empowering resolution shall be attached to this Investment Policy. Pursuant to Section 12C.11 the City Clerk/Finance Officer is hereby delegated the powers of "Investment Officer", with the condition that Investment opportunities and decisions shall be reviewed with the City Administrator prior to finalizing the investment transaction.

All contracts or agreements with outside persons investing public funds, advising on the investment of public funds, directing the deposit or investment of public funds or acting in a fiduciary capacity for the City of Prairie City shall require said outside person(s) to notify the City of Prairie City, in writing, within thirty days of the receipt of all communication from the Auditor of the outside person or any regulatory authority of the existence of a material weakness in the internal control structure of the outside person or regulatory orders or sanctions regarding the type of services being provided to the City of Prairie City by the outside person.

The records of investment transactions made by or on behalf of the City of Prairie City are public records and are the property of the City of Prairie City whether in the custody of the City of Prairie City or in the custody of a fiduciary or other third party.

The City Clerk/Finance Officer shall establish a written system of internal controls and investment practices (See Exhibit A). The controls shall be designed to prevent losses of public funds, to document those officers and employees of the City of Prairie City responsible for elements of the investment process, and to address the procedures to be followed and employed in the management of the City's investments. In addition, the controls shall provide for the receipt and review of the audited financial statement and related report(s) on internal control structure of all outside persons performing any of the following for this public body.

1. Investment of public funds
2. Advising on the investment of public funds
3. Directing the deposit or investment of public funds
4. Acting in a fiduciary capacity for this public body

A Bank, Savings and Loan Association, or Credit Union providing only depository services shall not be required to provide an audited financial statement and related report on internal control structure.

SECTION 3. OBJECTIVES OF INVESTMENT POLICY

The primary objectives, in order of priority, of all investment activities involving the financial assets of City of Prairie City shall be the following:

1. **Safety:** Safety and preservation of principal in the overall portfolio is the foremost investment objective.
2. **Liquidity:** Maintaining the necessary liquidity to match expected liabilities is the second investment objective.
3. **Return:** Obtaining a reasonable return is the third investment objective.

SECTION 4. PRUDENCE

The City Clerk/Finance Officer of the City of Prairie City when investing or depositing public funds shall exercise the care, skill, prudence and diligence under the circumstances then prevailing that a person acting in a like capacity and familiar with such matters would use to attain the Section 3 investment objectives. This standard requires that when making investment decisions, the City Clerk/Finance Officer shall consider the role that the investment or deposit plays within the portfolio of assets of the City of Prairie City and the investment objectives stated in Section 3.

When investing assets of the City of Prairie City for a period longer than three (3) years, the City Clerk/Finance Officer shall request competitive investment proposals for comparable credit and term investments from a minimum of three investment providers.

SECTION 5. INSTRUMENTS ELIGIBLE FOR INVESTMENT

Assets of Prairie City may be invested in the following, same intended to be consistent with and to include all investment options allowed by Iowa Code § 12B.10(4)(a):

1. Interest bearing savings accounts, interest bearing money market accounts, and interest bearing checking accounts at any bank, savings and loan association or credit union in the State of Iowa. Each depository shall be a federally insured depository institution approved pursuant to Chapter 12C. Each financial institution shall be properly declared as an authorized depository by the City

Council of Prairie City and deposits in any financial institution shall not exceed the amount approved by the City Council of Prairie City as established by separate resolution.

2. Obligations of the United States government, its agencies and instrumentalities.
3. Certificates of deposit and other evidences of deposit at federally insured institutions approved and secured pursuant to Chapter 12C.
4. Commercial paper or other short-term corporate debt that matures within 270 days of purchase and is rated within the two highest classifications, as established by at least one of the standard rating services approved by the superintendent of banking.
5. Repurchase agreements, provided that the underlying collateral consists of obligations of the United States government, its agencies and instrumentalities and City takes delivery of the collateral either directly or through an authorized custodian.

All instruments eligible for investment are further qualified by all other provisions of this Investment Policy, including Section 7 Investment Maturity Limitations and Section 8 Diversification Requirements.

SECTION 6. PROHIBITED INVESTMENTS AND INVESTMENT PRACTICES

Assets of the City of Prairie City shall not be invested in the following, per the restrictions and consistent with Iowa Code § 12B.10(4)(a)(5) and 12B.10(4)(b):

1. Reverse repurchase agreements.
2. Futures and option contracts.

Assets of City of Prairie City shall not be invested pursuant to the following investment practices:

1. Trading of securities for speculation or the realization of short-term trading gains.
2. Pursuant to a contract providing for the compensation of an agent of fiduciary based upon the performance of the invested assets.
3. If a fiduciary or other third party with custody of public investment transaction records of City of Prairie City fails to produce requested records when requested the City of Prairie City within a reasonable time, the City of Prairie City shall make no new investment with or through the fiduciary or third party and shall not renew maturing investments with or through the fiduciary or third party.

SECTION 7. INVESTMENT MATURITY LIMITATIONS

Operating Funds must be identified and distinguished from all other funds available for investment. Operating Funds are defined as those funds which are reasonably expected to be expended during a current budget year or within 15 months of receipt.

All investments authorized in Section 5 are further subject to the following investment maturity limitations:

1. Operating Funds may only be invested in instruments authorized in Section Five (5) of this Investment Policy that mature within three hundred ninety-seven (397) days.
2. The City Clerk/Finance Officer may invest funds of City of Prairie City that are not identified as Operating Funds in investments with maturities longer than three hundred ninety-seven (397) days. However, all investments of the City of Prairie City shall have maturities that are consistent with the needs and use of the City of Prairie City.

SECTION 8. DIVERSIFICATION

Investments of City of Prairie City are subject to the following diversification requirements:

When possible, it is the policy of the City of Prairie City to diversify its investment portfolio. Assets shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer, or a specific class of securities.

1. Portfolio maturities shall be staggered in a way that avoids undue concentration of assets in a specific maturity sector. Maturities shall be selected so as to provide stability of income and reasonable liquidity.
2. Liquidity practices shall ensure that the next disbursement date and payroll date are covered through maturing investments, marketable U.S. Treasury bills or cash on hand.
3. Risks of market price volatility shall be controlled through maturity diversification so that aggregate price losses on Instruments with maturities approaching one year shall not be greater than coupon interest and Investment Income received from the balance of the portfolio.

SECTION 9. SAFEKEEPING AND CUSTODY

All invested assets of City of Prairie City involving the use of a public funds custodial agreement, shall comply with all rules adopted pursuant to Section 12B.10C. All custodial agreements shall be in writing and shall contain a provision that all custodial services are provided in accordance with the laws of the State of Iowa.

All invested assets of the City of Prairie City eligible for physical delivery shall be secured by delivery to the City directly or by having them held by a third party custodian. All purchased investments shall be held pursuant to a written third party custodial agreement requiring delivery versus payment and compliance with all rules set out elsewhere, including Section 9 of this Investment Policy.

SECTION 10. REPORTING

The City Clerk/Finance Officer shall submit a monthly investment report since the last investment report. The investment report shall set out the current portfolio in terms of maturity, rates of return and other features and summarize all investment transactions that have occurred during the reporting period and compare the investment results with the budgetary expectation.

SECTION 11. ETHICS AND CONFLICT OF INTEREST

The City Clerk/Finance Officer and all officers and employees of the City of Prairie City involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Any conflict of interest or bias, whether in fact or by appearance, shall be disclosed in writing to the City Council of Prairie City.

SECTION 12. INVESTMENT POLICY REVIEW AND AMENDMENT

This Investment Policy shall be reviewed every two (2) years or more frequently, as appropriate. Notice of amendments to the Investment Policy shall be promptly given to all parties noted in Section One (1).

Passed and adopted by the City Council of Prairie City this ____ day of May, 2020.

Chad D. Alleger, Mayor

ATTEST:

Cindy Kane, City Clerk/Finance Officer

2020 COMMUNITY BUSINESS GRANT APPLICATION

Deadline: May 18th, 2020

The City of Newton, Jasper County, Newton Development Corporation, Jasper Community Foundation, JEDCO, along with several local businesses and citizens have created a fund to help businesses located in Jasper County that did not receive financial assistance during the COVID-19 Pandemic.

Rent Reimbursement/Utility Program:

Assistance will be based on your actual April rent/lease/mortgage payment and utility bills.

Application guidelines:

- Applicant cannot have received another form of assistance for their business from State of Iowa or Federal sources.
- Independent locally owned businesses with under 25 employees
- For-profit and non-profit businesses are eligible
- Priority given to businesses ordered closed by the Governor
- Your Jasper County taxes must be current

Stipulations:

- A completed application is not a guarantee of financial assistance
- Awards may be less than requested to ensure funds help the most businesses possible
- Grant payments will go out the week of May 18th (Deadline to submit May 18th)

What needs to be submitted?

- Receipts for April payment of Rent/Lease/Mortgage payment and utility bills

Name of Business: _____

Address of Business: _____

Person Submitting Application: _____

Phone Number: _____

Federal Tax ID: _____

Affirmation: By signing below, I confirm that my business has been negatively impacted by COVID-19 and my business has not received any State of Iowa or Federal Government funds for COVID-19 relief.

(Signature and date signed)

Applications must be mailed to:

Newton Development Corporation
403 W 4th St N, Suite 210

John Lloyd

From: John Judisch <jhjudisch@sbjlaw.onmicrosoft.com>
Sent: Tuesday, May 5, 2020 7:15 PM
To: John Lloyd
Subject: RE: Vermillion Contract

Hi John,

I have had a chance to review the Agreement between Vermillion Design and the Prairie City Public Library Board.

This is a typical and standard agreement. I would call your attention to pages 14-15, specifically Article 5, Owner's Responsibilities, as that section highlights what is expected of the City by Vermillion as part of the project.

I would also call your attention to pages 17-18, specifically Article 8, as the agreement requires the parties to resort to mediation in the event any issues arise between the Library Board and Vermillion and if an agreement is not reached as part of mediation, the parties sole remaining remedy will be to engage in Arbitration. As noted in Section 8.2.4, the parties are precluding themselves from engaging in litigation outside of arbitration.

Lastly, Article 11, beginning on page 20, identifies the compensation to be paid to Vermillion based upon hourly rates and/or percentages.

Please let me know if you have any other questions.

Sincerely,

John H. Judisch
Stuyvesant, Benton & Judisch
1005 HWY 5, PO Box 517
Carlisle, Iowa 50047
515.989.3263 Office
515.989.3305 Fax
jhjudisch@qwestoffice.net

From: John Lloyd <john.lloyd@prairiecitiowa.us>
Sent: Monday, May 4, 2020 9:13 AM
To: John Judisch <jhjudisch@sbjlaw.onmicrosoft.com>
Cc: Sue Ponder <library@prairiecitiowa.us>
Subject: FW: Vermillion Contract

John,

Would you please review the attached contract for contents and conditions and point out any issues you see with it.

Thank you.
John Lloyd

From: Sue Ponder
Sent: Sunday, May 3, 2020 10:06 PM

AIA[®] Document B101[™] – 2017 **Standard Form of Agreement Between Owner and Architect**

AGREEMENT made as of the 29th day of April
in the year 2020
(In words, indicate day, month and year.)

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

Prairie City Public Library Board
100 E 5th St. Prairie City, Iowa 50228

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

Vermilion Design Group LLP
2006 NE Cameron Drive
Ankeny, IA 50021

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

Provide design and expansion of the existing metal building located at
100 Marshall Street Prairie City, IA 50228.

See attachment #1

The Owner and Architect agree as follows.

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

TABLE OF ARTICLES

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

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

Prairie City Public Library building program, dated April 21, 2015

by George Lawson, Library Planner.

§ 1.1.2 The Project's physical characteristics:

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

Renovations to existing 5,000 square ft building, with additional attached structure of 1,000 square ft, to a total design of 6,000 square ft. for Prairie City public library relocation.

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

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

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

- .1 Design phase milestone dates, if any:

TBD

- .2 Construction commencement date:

TBD

- .3 Substantial Completion date or dates:

TBD

- .4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Multiple Prime Competitive Bid with three or four Bid packages

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

No LEED Designation

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

NA

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

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

NA

Inlt.

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§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer;
- .2 Civil Engineer;
- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.1.1 and 1.1.1.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer;
- .2 Mechanical Engineer;
LMV Engineering
1428 Roosevelt Avenue
Ames, IA 50010
515-290-1139

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3 Electrical Engineering

LMV Engineering

§ 1.1.11.2 Consultants retained under Supplemental Services:

NA

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

NA

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 1.1.9.

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§ 2.5.1 Commercial General Liability with policy limits of not less than (\$ 500,000) for each occurrence and (\$ 1,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$ 500,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than (\$) each employee, and (\$) each accident, (\$) each employee, and (\$) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$ 500,000) per claim and (\$ 1,000,000) in the aggregate.

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

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

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

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

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

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

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

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

Except for Pages 20 Through 23, the rest of

this Contract is under Phase II.

§ 3.3 Design Development Phase Services

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

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

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§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

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

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 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.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

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4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

§ 3.6.1.2 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.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, 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.

§ 3.6.2 Evaluations of the Work

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

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

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 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 3.6.2 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, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the 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.

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

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the 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 construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

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

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

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

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

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

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

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

- 1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- 2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- 3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- 4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- 5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- 6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- 7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- 8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- 9 Evaluation of the qualifications of entities providing bids or proposals;
- 10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- 11 Assistance to the Initial Decision Maker, if other than the Architect.

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

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

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

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

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

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

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

§ 5.9 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.

§ 5.10 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.

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§ 5.11 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.

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

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

§ 5.14 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.

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

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall 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, and 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 recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. 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 requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, 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 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,

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.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect 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. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 1.1.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, 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 or has permission from the copyright owner to transmit such information for its use on the Project.

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

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the

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

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

(Check the appropriate box.)

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

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

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

- .1 Termination Fee:

Fee earned for that phase of the work
- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

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

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

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

1. 1. Refer to paragraph 11.5 page 21 for compensation and phasing stipulated.
2. Phase 1 shall be pay in full (15% \$3,202.50) to start the work.

2. Percentage Basis
(Insert percentage value)

as calculated in accordance with Section 11.6, percent (4.5 %) of the Owner's budget for the Cost of the Work,

3. Other
(Describe the method of compensation)

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

4.1.1.4	Measured Drawings of Existing	\$ 500
4.1.1.5	Renderings	\$ 400 each
4.1.1.10	Interior Design	\$1,200
4.1.1.16	As Constructed RECORD DRAWINGS	\$1,000
	Sustainability Services (Not Applicable)	

§ 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.)

Additional Services at \$95/Hour

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§ 11.4 Compensation for Supplemental and 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 _____ percent (_____ %), or as follows: _____
(insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Additional Services of Architect's Consultants: Amount invoiced to the architect plus 5%

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

Proportion of Compensation for Each Phase Based on \$21,350 + Reimbursables:
 Schematic Design Phase 15% = \$ 3,202.50 + Reimbursables (3 trips X \$0.545/mile)
 Design Development Phase 35% = \$ 7,472.50 + Reimbursables
 Construction Documents 25% = \$ 5,337.50 + Reimbursables
 Procurement Phase 5% = \$ 1,067.50 + Reimbursables
 Construction Phase 20% = \$ 4,270.00 + Reimbursables
 100% = \$21,350.00 + Reimbursables

Total Basic Compensation _____ one hundred percent (_____ %) _____

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

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

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

Employee or Category	Rate (\$0.00)
Architects Hourly Billing Rate beyond Basic Services listed above	
Principals	\$95/Hour
CAD Technician	\$45/Hour

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;

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- .5 Postage, handling, and delivery;
- .6 Expenses of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.10.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus % of the expenses incurred. Refer to attachment #2

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect Refer to attachment # 2

§ 11.10.1 Initial Payments

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

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

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () 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.)

 % Refer to attachment #2

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

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

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ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(*Include other terms and conditions applicable to this Agreement.*)

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(*Insert the date of the E203-2013 incorporated into this agreement.*)

.3 Exhibits:

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

- AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(*Insert the date of the E204-2017 incorporated into this agreement.*)

- Other Exhibits incorporated into this Agreement:

(*Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.3.*)

.4 Other documents:

(*List other documents, if any, forming part of the Agreement.*)

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

OWNER (Signature)

Prairie City Library Board of Directors

(*Printed name and title*)

ARCHITECT (Signature)

EDWARD L. DENKE, IA # 1508

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

MILAGROS QUIJADA-STEVENS

(*An original assures that changes will not be obscured.*)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



Prairie City Library-----Attachment #1

Phase 1 Schematic Design: 15%

- Preliminary Code review
- Floor Plans (Scale: 1/8"=1'-0")
- Exterior Elevations (Scale: 1/8"=1'-0")
- Material and Color Selections
- 3D Model Images (2) Marketing brochure.

Phase 2 Design Development: 35%

- Code review
- Floor Plans (Scale: 1/8"=1'-0")
- Exterior Elevations (Scale: 1/8"=1'-0")
- Building Sections (Scale: 1/4"=1'-0")
- Colored Elevations for City Council
 - Assemble material board
- Consultant coordination- Mechanical, Electrical, Communications.

Phase 3 Construction Documents: 25%

- Noted and Dimensioned Floor Plans (Scale: 1/8"=1'-0")
- Noted and Dimensioned Roof Plan (Scale: 1/8"=1'-0")
- Noted Exterior Elevations (Scale: 1/8"=1'-0")
- Noted Building Section (Scale: 1/8"=1'-0")
- Noted Wall Sections (Scale: 1/2"=1'-0")
- Door/Window/Finish Schedules
- Coordinate with Library board (Up to two meetings)

Bidding and Negotiation: 5%

- Answer bidding questions and release addenda as required

Construction Administration: 20%

- Attend up to three construction meetings through the duration of the project. The first at the end of rough framing, the second at the end of mechanical rough-ins, and the third toward the end of painting and finishes that will also act as a pre-punch list walk-through.

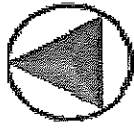


Prairie City Library - --- Attachment # 2

- 11.8 Compensation for Reimbursable Expenses
- .1 Travel \$0.545/mile
 - .2 Printing, Postage As invoiced to the Architect + 5%
 - .3 Liability Insurance As invoiced to the Architect (if requested by Owner)

ARTICLE 11 continued (Page 22)

- 11.10 Payments to the Architect
- .1 Initial Payment Schematics (completed) = \$3,202.50 on Contract signing
 - .2 Monthly Invoice Based on % of Work Completed on each Phase above
 - .3 Amounts paid after 45 days from Invoice date to bear interest at 1.5% per month



RACOM
critical communications

213 SE 16th St
Pella, IA 50219
Ph: 641-628-1724
Fax 641-628-4808
Cell 641-780-1007
duane.vos@racom.net
www.racom.net

Proposal Prepared for: City of Prairie City - FIRE

Address 203 E Jefferson St
City Prairie City
State & Zip Code IA 50228
County Jasper
Phone/FAX 5152497636
Contact Name Ryan VanderKamp
Contact E-mail prairiecityfiredepartment@gmail.com

HARRIS XL-185 Single Band Portable

ITEM	QTY	PART NO.	DESCRIPTION	UNIT	EXTENDED
1	1	XL-185 SBP	HARRIS XL-185 S7 800Mhz / Multi Application Portable Radio	\$ 2,871.25	\$ 2,871.25
2	1	XS-PPS-2P	PORTABLE XL-185P, HiViz Green, PARTIAL_US	\$ -	\$ -
3	1	XS-PLF	FEATURE P25 PHASE 2 TDMA	\$ -	\$ -
4	1	XS-PKGP	FEATURE PACKAGE/P25 TRUNKING	\$ -	\$ -
5	1	XS-PA3V	BATTERY LI-ION,3100 MAH	\$ -	\$ -
6	1	XS-NC8D	ANTENNA FLEX HELICAL 1/2 WAVE 762-870 MHZ	\$ 168.75	\$ 168.75
7	1	XS-AE9N	SPEAKER MICROPHONE, Emergency Button	\$ 127.50	\$ 127.50
8	1	XS-CH4X	CHARGER,1-BAY	\$ 22.50	\$ 22.50
9	1	XS-HC3L	BELT CLIP, METAL	\$ -	\$ -
9	1	3YW	3rd Year Warranty Maintenance Services Extension Included	\$ -	\$ -
11	1	A5	Setup / Programming / Test - as applicable	\$ -	\$ -
12	1	RT1	Portable radio trade-in**	\$ -	\$ -
13	1	SHP	Shipping Fees Estimated, Actual Apply	\$ -	\$ -
14				\$ -	\$ -
15		CRMC YR 1	Comprehensive Radio Maintenance Contract (X) to be added to JC 911 Per Radio	\$ 75.00	\$ -
16				\$ -	\$ -
17				\$ -	\$ -
18				\$ -	\$ -
19				\$ -	\$ -
20				\$ -	\$ -
21				\$ -	\$ -
22				\$ -	\$ -
24				\$ -	\$ -
25				\$ -	\$ -
				Total Equipment Price	\$ 3,190.00
				Installation	\$ -
				Subtotal	\$ 3,190.00
				Taxes	\$ -
				Shipping	\$ 20.00
				Total	\$ 3,210.00

Terms of Purchase: 3 Year Warranty Maintenance Service Extension on radio. Services performed at RACOM Pella office. No prog fees during warranty period. Warranty and services begin when radios delivered for use.
** Harris Special Trade-in

System Description: HARRIS XL-185P Single Band 7/800Mhz Configured Portable Radio. Midnight Black, Partial Keypad, P25 Trunking, PH2 TDMA. High Cap Li-Ion Battery, Fast Charger, Single band antenna, Metal Belt Clip, Speaker Microphone, Radio setup, programmed and tested ready for use.

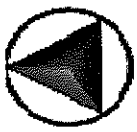
Proposal Presented By: D.Vos

Date: 5/5/2020

Proposal Accepted By: _____

001-150-6505

Date: _____



RACOM
critical communications

213 SE 16th St
Pella, IA 50219
Ph: 641-628-1724
Fax 641-628-4808
Cell 641-780-1007
duane.vos@racom.net
www.racom.net

Proposal Prepared for: **City of Prairie City - FIRE**

Address 208 E Jefferson St

City Prairie City

State & Zip Code IA 50228

County Jasper

Phone/FAX 5152487636

Contact Name Ryan VandertKaamp

Contact E-mail rvandertkaamp@prairiecity.com

Minitor VI Pager, 1F, SV, 5YW

ITEM	QTY	PART NO.	DESCRIPTION	UNIT	EXTENDED
1	1	MVI	Motorola Minitor VI Pager Standard Package - Battery, Charger		
	1	A03JAC8JA2AN	MOTOROLA MINITOR VI PAGER 1F SV, 2 YR War	\$ 468.00	\$ 468.00
	1	A4	Programming / tested.	\$ 35.00	\$ 35.00
	1	ZFA00641	Express Maint Plan, 5 Yr	\$ 60.00	\$ 60.00
	1	SHIP	Shipping Fees Applied	-	-
				Total Equipment Price	\$ 563.00
				Installation	\$ -
				Subtotal	\$ 563.00
				Taxes	\$ -
				Shipping	\$ 15.00
				Total	\$ 578.00

Terms of Purchase: Standard 2 Yr War Extended to 5 Years

System Description: Minitor VI Tone Voice Pager, w/ Stored Voice, standard charger, w/ 5 Yr Warranty.

Proposal Presented By: D.Vos

Date: 5/5/2020

Proposal Accepted By: _____

Date: _____

061 - 160 - 6230

City of Prairie City PD MVI 1 05050920.dtsm - Printed 5/5/2020

**RESOLUTION
A RESOLUTION SETTING THE TIME AND PLACE OF COUNCIL
MEETINGS**

WHEREAS, Chapter 17.04 of the Prairie City Code states "The time and place of the regular meetings of the Council shall be fixed by resolution of the Council

NOW THEREFORE BE IT RESOLVED that the City Council Workshop is June 10th, 2020 at 6:00 p.m. The regular Prairie City Council meeting is June 24, 2020, at 6:00 p.m.

Approved and adopted this 13th Day of May, 2020.

ATTEST

Cindy Kane, City Clerk
City of Prairie City

Chad Alleger, Mayor
City of Prairie City

**NOTICE OF PUBLIC HEARING
AMENDMENT OF FY2019-2020 CITY BUDGET**

The City Council of Prairie City in JASPER County, Iowa
will meet at City Hall

at 12:00 PM on 5/22/2020
(hour) (date)

2020
(year)

for the purpose of amending the current budget of the city for the fiscal year ending June 30, by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given. Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources			
Taxes Levied on Property	512,020		512,020
Less: Uncollected Property Taxes-Levy Year	0		0
Net Current Property Taxes	512,020	0	512,020
Delinquent Property Taxes	0		0
TIF Revenues	73,532		73,532
Other City Taxes	170,516		170,516
Licenses & Permits	5,650		5,650
Use of Money and Property	16,650		16,650
Intergovernmental	310,165		310,165
Charges for Services	384,425		384,425
Special Assessments	0		0
Miscellaneous	29,300		29,300
Other Financing Sources	50,000		50,000
Transfers In	890,532	42,207	932,739
Total Revenues and Other Sources	2,442,790	42,207	2,484,997
Expenditures & Other Financing Uses			
Public Safety	362,799	15,000	377,799
Public Works	237,355		237,355
Health and Social Services	1,500		1,500
Culture and Recreation	252,963	29,524	282,487
Community and Economic Development	83,700		83,700
General Government	135,781	29,673	165,454
Debt Service	0		0
Capital Projects	0		0
Total Government Activities Expenditures	1,074,098	74,197	1,148,295
Business Type / Enterprises		127,630	127,630
Total Gov Activities & Business Expenditures	1,074,098	202,027	1,276,125
Transfers Out	542,870		542,870
Total Expenditures/Transfers Out	1,616,968	202,027	1,818,995
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	825,822	-159,820	666,002
Beginning Fund Balance July 1	2,758,183		2,758,183
Ending Fund Balance June 30	3,584,005	-159,820	3,424,185

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:
Revenues: Transfers. Expenses: Additional salaries, equipment purchases, additional repairs.

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.

Cindy Kane
City Clerk/ Finance Officer Name

Salaries and Benefits
Budget Year 2020-2021

Position	Employee		Status	Current		Current Regular		Overtime	Total
	Name	Pay		Salary/Hr	Annual Salary	Work Hours	Work Hours	Work Hours	
Deputy Clerk	Voeller, Emily	Hourly	FT	\$ 22.63	\$ 47,070.40	2080		0	2080
City Clerk	Kane, Cindy	Hourly	FT	\$ 23.65	\$ 49,901.50	2080		30	2110
Public Works	Open	Hourly	FT	\$ 15.80	\$ 32,864.00	2080		0	2080
Public Works	Van Der Kamp, Car	Hourly	FT	\$ 27.11	\$ 57,202.10	2080		30	2110
Public Works	Clark, James	Hourly	FT	\$ 22.53	\$ 47,538.30	2080		30	2110
Public Works	Nolin, James	Hourly	FT	\$ 21.00	\$ 44,310.00	2080		30	2110
City Administrator	Lloyd, John	Salary	FT	\$ 75,000.00	\$ 75,000.00	2080		0	2080
					\$ 353,886.30				

Position	Employee		Status	Current		Current Regular		Overtime	Total
	Name	Pay		Salary/Hr	Annual Salary	Work Hours	Work Hours	Work Hours	
Librarian	Ponder, Sue	Hourly	PT	\$19.86	\$ 32,014.32	1612		0	1612
PT Library	Anderson, Jenny	Hourly	PT	\$12.61	\$ 6,557.20	520		0	520
PT Library	DeVoe, Sierra	Hourly	PT	\$9.27	\$ 1,446.12	156		0	156
PT Library	Brown, Jennifer	Hourly	PT	\$9.27	\$ 1,446.12	156		0	156
					\$ 41,463.76				

Position	Employee		Status	Current		Current Regular		Overtime	Total
	Name	Pay		Salary/Hr	Annual Salary	Work Hours	Work Hours	Work Hours	
Police									
Chief of Police	Bartello, Joe	Salary	FT	\$61,630.92	\$61,630.92	2184		0	2184
Officer	German, Mike	Hourly	FT	\$24.29	\$ 53,778.06	2184		30	2214
Officer	Baldus, Amy	Hourly	FT	\$22.05	\$ 48,818.70	2184		30	2214
					\$164,227.68				

0% Finance Committee Recommendation
ORDINANCE NO. XXXX

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF PRAIRIE CITY, IOWA, BY AMENDING PROVISIONS PERTAINING TO WATER SERVICE CHARGES

BE IT ENACTED by the City Council of the City of Prairie City, Iowa:

SECTION 1. SECTION MODIFIED. Section 92.02 of the Code of Ordinances of the City of Prairie City, Iowa, is repealed and the following adopted in lieu thereof:

RATES FOR SERVICE. Water service shall be furnished at the following monthly rates within the City:
(Code of Iowa, Sec. 384.84)

Gallons Used Per Month	Rate
First 1,500	\$16.09 (minimum bill)
Next 8,500	\$9.45 per 1,000 gallons
Next 30,000	\$7.80 per 1,000 gallons
All over 40,000	\$3.22 per 1,000 gallons

SECTION 3. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect July 1, 2020, after its final passage, approval, and publication as provided by law.

Passed by the Council the 13th day of May, 2020, and approved this 13th day of May, 2020.

ATTEST:

Cindy Kane, City Clerk

Chad Alleger, Mayor

First Reading: _____ Second Reading: _____ Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____, day of _____, 2020.

Cindy Kane, City Clerk

2% per PFM Recommendation
ORDINANCE NO. XXXX

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF PRAIRIE CITY, IOWA, BY AMENDING PROVISIONS PERTAINING TO WATER SERVICE CHARGES

BE IT ENACTED by the City Council of the City of Prairie City, Iowa:

SECTION 1. SECTION MODIFIED. Section 92.02 of the Code of Ordinances of the City of Prairie City, Iowa, is repealed and the following adopted in lieu thereof:

RATES FOR SERVICE. Water service shall be furnished at the following monthly rates within the City:
(Code of Iowa, Sec. 384.84)

Gallons Used Per Month	Rate
First 1,500	\$16.41 (minimum bill)
Next 8,500	\$9.64 per 1,000 gallons
Next 30,000	\$7.96 per 1,000 gallons
All over 40,000	\$3.28 per 1,000 gallons

SECTION 3. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect July 1, 2020, after its final passage, approval, and publication as provided by law.

Passed by the Council the 13th day of May, 2020, and approved this 13th day of May, 2020.

ATTEST:

Chad Alleger, Mayor

Cindy Kane, City Clerk

First Reading: _____ Second Reading: _____ Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____, day of _____, 2020.

Cindy Kane, City Clerk

0% Finance Committee Recommendation
ORDINANCE NO. XXXXX

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF PRAIRIE CITY, IOWA, BY AMENDING PROVISIONS PERTAINING TO SEWER SERVICE CHARGES

BE IT ENACTED by the City Council of the City of Prairie City, Iowa:

SECTION 1. SECTION MODIFIED. Section 99.02 of the Code of Ordinances of the City of Prairie City, Iowa, is repealed and the following adopted in lieu thereof:

RATE. Each customer shall pay sewer service charges for the use of and for the service supplied by the municipal sanitary sewer system based upon the amount of water consumed as follows:

Gallons Used Per Month	Rate
First 1,500	\$25.95 (minimum bill)
Next 8,500	\$15.08 per 1,000 gallons
Next 30,000	\$12.51 per 1,000 gallons
All over 40,000	\$5.18 per 1,000 gallons

SECTION 3. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect July 1, 2020 after its final passage, approval, and publication as provided by law.

Passed by the Council the 13th day of May, 2020, and approved this 13 day of May, 2020.

ATTEST:

Chad Alleger, Mayor

Cindy Kane, City Clerk

First Reading: _____ Second Reading: _____ Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____, day of _____, 2020.

Cindy Kane, City Clerk

**2% per PFM Recommendation
ORDINANCE NO. XXXXX**

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF PRAIRIE CITY, IOWA, BY AMENDING PROVISIONS PERTAINING TO SEWER SERVICE CHARGES

BE IT ENACTED by the City Council of the City of Prairie City, Iowa:

SECTION 1. SECTION MODIFIED. Section 99.02 of the Code of Ordinances of the City of Prairie City, Iowa, is repealed and the following adopted in lieu thereof:

RATE. Each customer shall pay sewer service charges for the use of and for the service supplied by the municipal sanitary sewer system based upon the amount of water consumed as follows:

Gallons Used Per Month	Rate
First 1,500	\$26.47 (minimum bill)
Next 8,500	\$15.38 per 1,000 gallons
Next 30,000	\$12.76 per 1,000 gallons
All over 40,000	\$5.28 per 1,000 gallons

SECTION 3. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect July 1, 2020 after its final passage, approval, and publication as provided by law.

Passed by the Council the 13th day of May, 2020, and approved this 13 day of May, 2020.

ATTEST:

Chad Alleger, Mayor

Cindy Kane, City Clerk

First Reading: _____ Second Reading: _____ Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____, day of _____, 2020.

Cindy Kane, City Clerk

Flat
ORDINANCE NO. XXXXX

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF PRAIRIE CITY, IOWA, BY AMENDING PROVISIONS PERTAINING TO SOLID WASTE COLLECTION FEES

BE IT ENACTED by the City Council of the City of Prairie City, Iowa:

SECTION 1. SECTION MODIFIED. Subsection 1- B of Section 106.08 of the Code of Ordinances of the City of Prairie City, Iowa, is repealed and the following adopted in lieu thereof:

1. Schedules of these for solid waste and recyclable material collection and disposal service, used or available, for each residential premises are:

A. Solid Waste Fees.

35-gallon container	\$11.13 per month
64-gallon container	\$15.97 per month
96-gallon container	\$20.82 per month

Additional bags set out for collection must have a solid waste sticker attached thereto and each bag shall not exceed 30 gallons in capacity or 50 pounds in weight. The fee for each solid waste sticker is \$1.00.

- B. Recycling Fee - \$3.17 per month.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect July 1, 2020, after its final passage, approval, and publication as provided by law.

Passed by the Council the 13 day of May, 2020, and approved this 13 day of May, 2020.

ATTEST:

Chad Alleger, Mayor

Cindy Kane, City Clerk

First Reading: _____ Second Reading: _____ Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____, day of _____, 2020.

Cindy Kane, City Clerk

2% Increase
ORDINANCE NO. XXXXX

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF PRAIRIE CITY, IOWA, BY AMENDING PROVISIONS PERTAINING TO SOLID WASTE COLLECTION FEES

BE IT ENACTED by the City Council of the City of Prairie City, Iowa:

SECTION 1. SECTION MODIFIED. Subsection 1- B of Section 106.08 of the Code of Ordinances of the City of Prairie City, Iowa, is repealed and the following adopted in lieu thereof:

2. Schedules of these for solid waste and recyclable material collection and disposal service, used or available, for each residential premises are:

C. Solid Waste Fees.

35-gallon container	\$11.35 per month
64-gallon container	\$16.29 per month
96-gallon container	\$21.24 per month

Additional bags set out for collection must have a solid waste sticker attached thereto and each bag shall not exceed 30 gallons in capacity or 50 pounds in weight. The fee for each solid waste sticker is \$1.00.

D. Recycling Fee - \$3.23 per month.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect July 1, 2020, after its final passage, approval, and publication as provided by law.

Passed by the Council the 13 day of May, 2020, and approved this 13 day of May, 2020.

ATTEST:

Chad Alleger, Mayor

Cindy Kane, City Clerk

First Reading: _____ Second Reading: _____ Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____, day of _____, 2020.

Cindy Kane, City Clerk