

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eleventh day of May in the year Two Thousand Twenty-three

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address and other information)

City of Prairie City

PO Box 607

203 E Jefferson Street

Prairie City, IA 50228

Telephone Number: 515-994-2649

and the Architect:

(Name, legal status, address and other information)

Martin Gardner Architecture, P.C.

700 11th Street

Suite 200

Marion, IA 52302

Telephone Number: 319-377-7604

for the following Project:

(Name, location and detailed description)

Prairie City Fire Station and EMS

Southeast corner of E Jefferson Street and S State Street. Parcel ID: 1601112003.

New Fire Station and EMS building.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

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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.)

Refer to the Schematic Design documents dated January 11, 2023 which were completed under a previous agreement dated May 11, 2022.

Refer to attached Exhibit B – Supplemental Services Table 4.1.1 dated May 11, 2023 for additional information regarding services that are and are not included in the Owner's program for the Project at this time.

§ 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.)

Refer to the Schematic Design documents dated January 11, 2023 which were completed under a previous agreement dated May 11, 2022.

§ 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.)

Init.

Approximately Two Million Eighty-one Thousand Eight Hundred Seven Dollars and Zero Cents (\$2,081,807.00). See attached Exhibit C – Schematic Design Opinion of Construction Cost dated December 7, 2022.

The Project's Scope and Architect's Fees are based on the Initial Information shown in this Agreement and no less than the Owner's budget for the Cost of the Work. Refer to Article 3.3.2 and 3.4.4 for changes to the Cost of the Work.

§ 1.1.4 The Owner's anticipated design and construction milestone dates. Milestone schedules will be maintained by the Architect during the course of the Project. The Architect will share with the Owner the initial Milestone schedule, and any subsequent changes to that schedule:

.1 Design phase milestone dates, if any:

Schematic Design Completion: Completed January 11, 2023.
Construction Documents Completion: To be determined.

.2 Construction commencement date:

To be determined.

.3 Substantial Completion date or dates:

To be determined.

.4 Other milestone dates:

Final Completion and Owner Acceptance: To be determined.

§ 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.)

Public Bidding as defined by the State of Iowa laws.

§ 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.)

Not applicable.
(Paragraph Deleted)

§ 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.)

Ryan Van Der Kamp, Fire Chief
Jerry Moore, City Administrator
City of Prairie City
PO Box 607
203 E Jefferson Street
Prairie City, IA 50228
Telephone Number: 515-994-2649
Mobile Number: 515-249-7636

Init.

§ 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.)

City of Prairie City, City Council

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

.1 Geotechnical Engineer: To be determined as required.

.2 Civil Engineer:

MSA Professional Services, Inc.
Andrew Inhelder, PE, Project Manager
Telephone Number: 515-635-3409

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Hazardous materials testing and abatement contractors as required.

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

Kyle Martin, AIA, LEED AP, President
Brian Stark, Senior Project Manager
Martin Gardner Architecture, P.C.
700 11th Street
Suite 200
Marion, IA 52302
Telephone Number: 319-200-8498
Email Address: brians@martingardnerarch.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services: (The Architect reserves the right to change Consultants, and will notify the Owner if such a change is required.

.1 Structural Engineer:

Hooting Coyote, LLC
1553 W Morley Road
Elizabeth, IL 61028
Telephone Number: 815-858-5514

.2 Mechanical Engineer:

KCL Engineering
300 4th Street
West Des Moines, IA 50265
Telephone Number: 515-724-7938

.3 Electrical Engineer:

KCL Engineering

Init.

300 4th Street
West Des Moines, IA 50265
Telephone Number: 515-724-7938

§ 1.1.11.2 Consultants retained under Supplemental Services:

None known at this time.

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

None known at this time.

§ 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. See attached Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated May 11, 2023.

§ 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 and limited to 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. Such standard of care is not a warranty or guarantee and the Architect shall have no such obligation. Accordingly, the Owner should prepare and plan for clarifications and modifications which may impact both the cost and schedule 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 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

Init.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) 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 Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each accident, Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each employee, and Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) 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 One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and One Million Dollars and Zero Cents (\$ 1,000,000.00) 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.

§ 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.

Init.

§ 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: Completed under a previous agreement dated May 11, 2022.

§ 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. Any changes requested by the Owner to the Schematic Design Documents, after the Owner has previously given approval of these documents, will be charged for as an Additional Service at the hourly rates as shown in Article 11.7, or by an amount agreed upon in advance. The Architect will not proceed with the Design Development Phase of Services until the Owner has paid in full, or made a good faith payment or payments for the Schematic Design Phase Services.

§ 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. If the estimate of the Cost of the Work increases by Ten Percent (10.00%) or more from the Owner's budget for the Cost of the Work provided in the Initial Information, not due to the fault of the Architect, the Architect reserves the right to increase its Compensation set forth in Article 11 by the percentage that the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work provided in the Initial Information or by an amount agreed upon by the Owner in advance.

§ 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. Any changes requested by the Owner to the Schematic Design or Design Development Documents, after the Owner has previously given approval of these documents, will be charged for as an Additional Service at the hourly rates as shown in Article 11.7, or by an amount agreed upon in advance. The Architect will not proceed with the Construction Documents Phase of Services until the Owner has paid in full, or made a good faith payment or payments for the Design Development Phase and subsequent phases of Services.

§ 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. If the estimate of the Cost of the Work increases by Ten Percent (10.00%) or more from the Owner's budget for the Cost of the Work provided in the Initial Information, not due to the fault of the Architect, the Architect reserves the right to increase its Compensation set forth in Article 11 by the percentage that the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work provided in the Initial Information or by an amount agreed upon by the Owner in advance.

§ 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. Any changes requested by the Owner to the Schematic Design, Design Development, or Construction Documents, after the Owner has previously given approval of these documents, will be charged for as an Additional Service at the hourly rates as shown in Article 11.7, or by an amount agreed upon in advance. The Architect will not proceed with the Procurement Phase of Services until the Owner has paid in full, or made a good faith payment or payments for the Construction Documents Phase and subsequent phases of Services.

§ 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. Additional Services will be charged at the hourly rates shown in Article 11.7 when substitutions require extensive research greater than two (2) hours of the Architect or Architect's Consultant time, per substitution.

§ 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,
- .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. Additional Services will be charged at the hourly rates shown in Article 11.7 when substitutions require extensive research greater than two (2) hours of the Architect or Architect's Consultant time, per substitution.

§ 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.

Init.

§ 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.

Init.

§ 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.

§ 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 - Omit the following table in Article 4.1.1 and replace with attached Exhibit B - Supplemental Services Table 4.1.1 dated May 11, 2023.

§ 4.1 Supplemental Services

§ 4.1.1 The services set forth in Exhibit B 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 Exhibit B as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 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	
§ 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	

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§ 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.)

See attached Exhibit B - Supplemental Services Table 4.1.1 dated May 11, 2023.

§ 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.)

See attached Exhibit B - Supplemental Services Table 4.1.1 dated May 11, 2023.

§ 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)

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- 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 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 The Architect shall provide site visits during construction of the Project as appropriate to the nature of the Project. Included in this Agreement are Twelve (12) visits to the site by the Architect during construction. When this number is reached, the Architect shall notify the Owner. The Architect shall conduct site visits in excess of that number as an Additional Service; additional site visits will be charged for a flat rate of \$1,000.00 per visit
- .3 One (1) 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; additional meetings will be charged for a flat rate of \$1,000.00 per visit
- .4 One (1) inspections for any portion of the Work to determine final completion; additional meetings will be charged for a flat rate of \$1,000.00 per visit.

§ 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. Services past 60 days will be billed as an Additional Service using the Hourly Rates as shown in Article 11.7.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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§ 4.2.6 Any services provided by the Architect more than Thirty (30) days after the date listed on the Certificate of Substantial Completion, not due to the fault of the Architect, shall be billed as an Additional Service using the hourly rates shown in Article 11.7.

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. See attached Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated May 11, 2023.

§ 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.

§ 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. Communications between the Owner and Contractor where the Owner fails to include the Architect in said communications that effects the scope of the Project or the Architect's services the Owner hereby agrees to release, hold harmless, defend, and indemnify the Architect from any and all claims, damages, losses, of costs associated with or arising out of such reduction, expansion, and/or alteration in the scope and services of the Project in which the Architect did not participate.

§ 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,
- .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 11.3. 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 of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the 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 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 Associations in accordance with its Construction Industry Mediations 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. 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)*

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

(Paragraphs Deleted)

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.5.1 If the Owner terminates, modifies or reduces any portion of the Architect's services under this Agreement, the Owner shall indemnify, and hold the Architect and its consultants harmless from and against damages, losses and judgments arising from claims by the Owner or any third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, related to the services or activities the Architect did not provide or in which the Architect did not participate.

§ 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:

See Article 14.1.14 in the attached Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated May 11, 2023.

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

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Fifty Percent (50.00%) of the Architect's total fee as shown in Article 11.1 below.

§ 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.

§ 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

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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.

§ 10.10 All of the Architect's communications, actions, and documentation relative to the Project shall be covered by this Agreement.

§ 10.11 The Architect's services shall be limited to those expressly set forth in this Agreement, and the Architect shall have no other obligations or responsibilities for the Project except as agreed to in writing or as provided in this Agreement.

§ 10.12 The Architect's commitments as set forth in the Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event the Owner later elects to unilaterally reduce or expand the Architect's scope of services without written approval by the Architect to this Agreement, the Owner hereby agrees to release, hold harmless, defend, and indemnify the Architect from any and all claims, damages, losses, or costs associated with or arising out of such reduction or expansion of services.

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

One Hundred Eighty-three Thousand Five Hundred Ninety-nine Dollars and Zero Cents (\$183,599.00).
This amount is for Architectural, Structural, Mechanical, Electrical, and Plumbing Engineering services only. Civil Engineering will be contracted for directly with the Owner.

(Paragraphs Deleted)

§ 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.)

See attached Exhibit B - Supplemental Services Table 4.1.1 dated May 11, 2023.

§ 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.)

Hourly Rates as shown in Article 11.7, unless a fee proposal is approved by the Architect at the time that the Additional Services are authorized.

§ 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 Ten percent (10.00 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

(Table Deleted)

Init.

§ 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.)*

Expert witness and testimony provided by the Architect will be billed at twice the hourly rates as shown below.

Employee or Category	Rate (\$0.00)
Principal Architect	\$208.00 per hour
Architect	\$130.00 - \$175.00 per hour
Project Manager	\$125.00 - \$170.00 per hour
Design Staff	\$100.00 - \$140.00 per hour
Administrative/Clerical	\$100.00 - \$200.00 per hour
School Intern	\$50.00 per hour
Consultants	At their standard hourly rates.

§ 11.8 Compensation for Reimbursable Expenses

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

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

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

§ 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.)

Init.

Not applicable.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars and Zero Cents (\$ 0.00) 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 Thirty (30) 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.)

18.00 % per annum

§ 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. In the event the Owner disputes any portion of an invoice, the Owner shall pay all undisputed portions of such invoice as required by this Agreement. Furthermore, the Owner shall not withhold any payment or portion thereof as an offset to any current or future claim. The Owner may only withhold payment as to those specific services the Owner claims were improperly performed. See Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated May 11, 2023.

§ 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.

§ 11.10.2.4 The Architect reserves the right at its sole discretion to delay or deny in whole or in part the release of its Instruments of Service including but not limited to Schematic Design, Design Development, and Construction Documents for use by the Owner and/or Contractor or other party if the Owner has amounts unpaid Forty-five (45) days after the date of invoice.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

§ 12.1.1 This Agreement shall include miscellaneous consulting for related or future projects that may be requested by the Owner. Such services will be charged for as an additional service using the hourly rates as shown in Article 11.7 above unless other fee arrangements are requested.

§ 12.1.2 For Change Orders to the Construction Contract amount during the construction phase of the project, arising not from an error or omission by the Architect, the compensation to the Architect shall be Ten percent (10.00%) of the change order amount, regardless if it is an increase or decrease, and will be charged for as an additional service lump sum payment per change order.

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.

Init.

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

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
(Paragraph Deleted)

(Paragraph Deleted)

.2 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 4.1.2.)

Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated May 11, 2023.

Exhibit B - Supplemental Services Table 4.1.1 dated May 11, 2023.

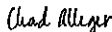
Exhibit C - Schematic Design Opinion of Construction Cost dated December 7, 2022.

.3 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.

DocuSigned by:



OWNER (Signature)

Chad Allegor, Mayor

(Printed name and title)

DocuSigned by:



ARCHITECT (Signature)

Kyle Martin, AIA, LEED AP, President

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

Additions and Deletions Report for AIA® Document B101® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:56:53 ET on 05/11/2023.

PAGE 1

AGREEMENT made as of the Eleventh day of May in the year Two Thousand Twenty-three

...

City of Prairie City
PO Box 607
203 E Jefferson Street
Prairie City, IA 50228
Telephone Number: 515-994-2649

...

Martin Gardner Architecture, P.C.
700 11th Street
Suite 200
Marion, IA 52302
Telephone Number: 319-377-7604

...

Prairie City Fire Station and EMS
Southeast corner of E Jefferson Street and S State Street, Parcel ID: 1601112003.
New Fire Station and EMS building.

PAGE 2

TABLE OF ARTICLES

...

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

...

Refer to the Schematic Design documents dated January 11, 2023 which were completed under a previous agreement dated May 11, 2022.

Refer to attached Exhibit B – Supplemental Services Table 4.1.1 dated May 11, 2023 for additional information regarding services that are and are not included in the Owner's program for the Project at this time.

...

Refer to the Schematic Design documents dated January 11, 2023 which were completed under a previous agreement dated May 11, 2022.

PAGE 3

Approximately Two Million Eighty-one Thousand Eight Hundred Seven Dollars and Zero Cents (\$2,081,807.00). See attached Exhibit C – Schematic Design Opinion of Construction Cost dated December 7, 2022.

The Project's Scope and Architect's Fees are based on the Initial Information shown in this Agreement and no less than the Owner's budget for the Cost of the Work. Refer to Article 3.3.2 and 3.4.4 for changes to the Cost of the Work.

...

§ 1.1.4 The Owner's anticipated design and construction milestone ~~dates~~ dates. Milestone schedules will be maintained by the Architect during the course of the Project. The Architect will share with the Owner the initial Milestone schedule, and any subsequent changes to that schedule:

...

Schematic Design Completion: Completed January 11, 2023.

...

Construction Documents Completion: To be determined.

...

To be determined.

...

To be determined.

...

Final Completion and Owner Acceptance: To be determined.

...

Public Bidding as defined by the State of Iowa laws.

...

Not applicable.

...

Ryan Van Der Kamp, Fire Chief
Jerry Moore, City Amdinistrator
City of Prairie City
PO Box 607
203 E Jefferson Street
Prairie City, IA 50228

Telephone Number: 515-994-2649

Mobile Number: 515-249-7636

PAGE 4

City of Prairie City, City Council

...

.1 Geotechnical Engineer: To be determined as required.

...

MSA Professional Services, Inc.

...

Andrew Inhelder, PE, Project Manager

...

Telephone Number: 515-635-3409

...

Hazardous materials testing and abatement contractors as required.

...

Kyle Martin, AIA, LEED AP, President

Brian Stark, Senior Project Manager

Martin Gardner Architecture, P.C.

700 11th Street

Suite 200

Marion, IA 52302

Telephone Number: 319-200-8498

Email Address: brians@martingardnerarch.com

...

§ 1.1.11.1 Consultants retained under Basic Services: (The Architect reserves the right to change Consultants, and will notify the Owner if such a change is required.

...

Hooting Coyote, LLC

...

1553 W Morley Road

...

Elizabeth, IL 61028

...

Telephone Number: 815-858-5514

...

KCL Engineering

...

300 4th Street

...

West Des Moines, IA 50265

...

Telephone Number: 515-724-7938

...

KCL Engineering

PAGE 5

300 4th Street

...

West Des Moines, IA 50265

...

Telephone Number: 515-724-7938

...

None known at this time.

...

None known at this time.

...

§ 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. See attached Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated May 11, 2023.~~

...

§ 2.2 The Architect shall perform its services consistent with and limited to 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. Such standard of care is not a warranty or guarantee and the Architect shall have no such obligation. Accordingly, the Owner should prepare and plan for clarifications and modifications which may impact both the cost and schedule of the Project.

...

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

PAGE 6

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) 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.

...

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each accident, Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each employee, and Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) 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 One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and One Million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate.

...

§ 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.

PAGE 7

§ 3.2 Schematic Design Phase ~~Services~~Services: Completed under a previous agreement dated May 11, 2022.

...

§ 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. Any changes requested by the Owner to the Schematic Design Documents, after the Owner has previously given approval of these documents, will be charged for as an Additional Service at the hourly rates as shown in Article 11.7, or by an amount agreed upon in advance. The Architect will not proceed with the Design Development Phase of Services until the Owner has paid in full, or made a good faith payment or payments for the Schematic Design Phase Services.

PAGE 8

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3. If the estimate of the Cost of the Work increases by Ten Percent (10.00%) or more from the Owner's budget for the Cost of the Work provided in the Initial Information, not due to the fault of the Architect, the Architect reserves the

right to increase its Compensation set forth in Article 11 by the percentage that the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work provided in the Initial Information or by an amount agreed upon by the Owner in advance.

...

§ 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. Any changes requested by the Owner to the Schematic Design or Design Development Documents, after the Owner has previously given approval of these documents, will be charged for as an Additional Service at the hourly rates as shown in Article 11.7, or by an amount agreed upon in advance. The Architect will not proceed with the Construction Documents Phase of Services until the Owner has paid in full, or made a good faith payment or payments for the Design Development Phase and subsequent phases of Services.

...

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

...

If the estimate of the Cost of the Work increases by Ten Percent (10.00%) or more from the Owner's budget for the Cost of the Work provided in the Initial Information, not due to the fault of the Architect, the Architect reserves the right to increase its Compensation set forth in Article 11 by the percentage that the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work provided in the Initial Information or by an amount agreed upon by the Owner in advance.

...

§ 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. Any changes requested by the Owner to the Schematic Design, Design Development, or Construction Documents, after the Owner has previously given approval of these documents, will be charged for as an Additional Service at the hourly rates as shown in Article 11.7, or by an amount agreed upon in advance. The Architect will not proceed with the Procurement Phase of Services until the Owner has paid in full, or made a good faith payment or payments for the Construction Documents Phase and subsequent phases of Services.

PAGE 9

§ 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. Additional Services will be charged at the hourly rates shown in Article 11.7 when substitutions require extensive research greater than two (2) hours of the Architect or Architect's Consultant time, per substitution.

...

§ 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. Additional Services will be charged at the hourly rates shown in Article 11.7 when substitutions require extensive research greater than two (2) hours of the Architect or Architect's Consultant time, per substitution.

PAGE 12

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES - Omit the following table in Article 4.1.1 and replace with attached Exhibit B - Supplemental Services Table 4.1.1 dated May 11, 2023.

...

§ 4.1.1 The services ~~listed below set forth in Exhibit B~~ 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 Exhibit B~~ 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.

PAGE 13

See attached Exhibit B - Supplemental Services Table 4.1.1 dated May 11, 2023.

...

See attached Exhibit B - Supplemental Services Table 4.1.1 dated May 11, 2023.

PAGE 14

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

...

- .2 The Architect shall provide site visits during construction of the Project as appropriate to the nature of the Project. Included in this Agreement are Twelve (12) visits to the site by the Architect during construction. When this number is reached, the Architect shall notify the Owner. The Architect shall conduct site visits in excess of that number as an Additional Service; additional site visits will be charged for a flat rate of \$1,000.00 per visit

...

- .3 One (1) 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 Documents; additional meetings will be charged for a flat rate of \$1,000.00 per visit

...

- .4 One (1) inspections for any portion of the Work to determine final completion-completion; additional meetings will be charged for a flat rate of \$1,000.00 per visit.

...

§ 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. Services past 60 days will be billed as an Additional Service using the Hourly Rates as shown in Article 11.7.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 15

§ 4.2.6 Any services provided by the Architect more than Thirty (30) days after the date listed on the Certificate of Substantial Completion, not due to the fault of the Architect, shall be billed as an Additional Service using the hourly rates shown in Article 11.7.

...

§ 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. See attached Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated May 11, 2023.

PAGE 16

§ 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. Communications between the Owner and Contractor where the Owner fails to include the Architect in said communications that effects the scope of the Project or the Architect's services the Owner hereby agrees to release, hold harmless, defend, and indemnify the Architect from any and all claims, damages, losses, of costs associated with or arising out of such reduction, expansion, and/or alteration in the scope and services of the Project in which the Architect did not participate.

PAGE 17

§ 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 ~~11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation.~~ 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

PAGE 18

§ 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 ~~Associations~~ in accordance with its Construction Industry ~~Mediation~~ Mediations 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 ~~Agreement~~. 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.

...

[☒] Litigation in a court of competent jurisdiction

PAGE 19

§ 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.~~

...

§ 9.5.1 If the Owner terminates, modifies or reduces any portion of the Architect's services under this Agreement, the Owner shall indemnify, and hold the Architect and its consultants harmless from and against damages, losses and judgments arising from claims by the Owner or any third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, related to the services or activities the Architect did not provide or in which the Architect did not participate.

...

See Article 14.1.14 in the attached Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated May 11, 2023.

PAGE 20

Fifty Percent (50.00%) of the Architect's total fee as shown in Article 11.1 below.

...

~~§ 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 located.~~

PAGE 21

§ 10.10 All of the Architect's communications, actions, and documentation relative to the Project shall be covered by this Agreement.

...

§ 10.11 The Architect's services shall be limited to those expressly set forth in this Agreement, and the Architect shall have no other obligations or responsibilities for the Project except as agreed to in writing or as provided in this Agreement.

...

§ 10.12 The Architect's commitments as set forth in the Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event the Owner later elects to unilaterally reduce or expand the Architect's scope of services without written approval by the Architect to this Agreement, the Owner hereby agrees to release, hold harmless, defend, and indemnify the Architect from any and all claims, damages, losses, or costs associated with or arising out of such reduction or expansion of services.

...

One Hundred Eighty-three Thousand Five Hundred Ninety-nine Dollars and Zero Cents (\$183,599.00). This amount is for Architectural, Structural, Mechanical, Electrical, and Plumbing Engineering services only. Civil Engineering will be contracted for directly with the Owner.

...

~~.2—Percentage Basis~~

...

(Insert percentage value)

...

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

...

~~.3—Other~~

...

(Describe the method of compensation)

...

See attached Exhibit B - Supplemental Services Table 4.1.1 dated May 11, 2023.

...

Hourly Rates as shown in Article 11.7, unless a fee proposal is approved by the Architect at the time that the Additional Services are authorized.

...

§ 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 Ten percent (10.00 %), or as follows:

...

Schematic Design Phase	percent (%)
Design Development Phase	percent (%)
Construction Documents Phase	percent (%)
Procurement Phase	percent (%)
Construction Phase	percent (%)
Total Basic Compensation	one hundred percent (100 %)

PAGE 22

Expert witness and testimony provided by the Architect will be billed at twice the hourly rates as shown below.

...

<u>Principal Architect</u>	<u>\$208.00 per hour</u>
<u>Architect</u>	<u>\$130.00 - \$175.00 per hour</u>
<u>Project Manager</u>	<u>\$125.00 - \$170.00 per hour</u>
<u>Design Staff</u>	<u>\$100.00 - \$140.00 per hour</u>
<u>Administrative/Clerical</u>	<u>\$100.00 - \$200.00 per hour</u>
<u>School Intern</u>	<u>\$50.00 per hour</u>
<u>Consultants</u>	<u>At their standard hourly rates.</u>

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

PAGE 23

Not applicable.

...

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

...

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) 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.

...

18.00 % per annum.

...

§ 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. In the event the Owner disputes any portion of an invoice, the Owner shall pay all undisputed portions of such invoice as required by this Agreement. Furthermore, the Owner shall not withhold any payment or portion thereof as an offset to any current or future claim. The Owner may only withhold payment as to those specific services the Owner claims were improperly performed. See Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated May 11, 2023.

...

§ 11.10.2.4 The Architect reserves the right at its sole discretion to delay or deny in whole or in part the release of its Instruments of Service including but not limited to Schematic Design, Design Development, and Construction

Documents for use by the Owner and/or Contractor or other party if the Owner has amounts unpaid Forty-five (45) days after the date of invoice.

...

§ 12.1.1 This Agreement shall include miscellaneous consulting for related or future projects that may be requested by the Owner. Such services will be charged for as an additional service using the hourly rates as shown in Article 11.7 above unless other fee arrangements are requested.

§ 12.1.2 For Change Orders to the Construction Contract amount during the construction phase of the project, arising not from an error or omission by the Architect, the compensation to the Architect shall be Ten percent (10.00%) of the change order amount, regardless if it is an increase or decrease, and will be charged for as an additional service lump sum payment per change order.

PAGE 24

~~.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~~ .2 Exhibits:

...

☒ Other Exhibits incorporated into this Agreement:

...

Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated May 11, 2023.

...

Exhibit B - Supplemental Services Table 4.1.1 dated May 11, 2023.

...

Exhibit C - Schematic Design Opinion of Construction Cost dated December 7, 2022.

...

~~.4~~ .3 Other documents:

...

Chad Alleger, Mayor


Kyle Martin, AIA, LEED AP, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Kyle Martin, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:56:53 ET on 05/11/2023 under Order No. 4104236181 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

DocuSigned by:


#178A9620C9C490...
(Signed)

President

(Title)

5/11/2023 | 15:48:17 CDT

(Dated)

Date: May 11, 2023

Project Name: Prairie City Fire Station and EMS Building

Exhibit A to Contract AIA B101-2017

Additional Contract Provisions and Modifications to the Standard Contract

14.1 ADDITIONAL CONTRACT PROVISIONS AND MODIFICATIONS TO THE STANDARD CONTRACT

- 14.1.1 **Limitation of Liability:** In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and Architects officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Architect and Architects officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000 or the Architect's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- 14.1.2 **Deficiencies in Services:** Payment by the Owner of any invoice of the Architect without any written objection shall be interpreted to mean that the Owner is satisfied with the Architect's services reflected in the invoice and is not aware in any deficiencies in the Architect's services.
- 14.1.3 **Disputed Invoices:** If the Owner objects to any portion of an invoice, the Owner shall so notify the Architect within ten (10) calendar days of the receipt of the invoice. The Owner shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated in paragraph 11.10.2.1 shall be paid by the Owner on all disputed invoiced amounts resolved in the Architect's favor and unpaid for more than thirty (30) calendar days after date of submission.
- 14.1.4 **Collection Costs:** In the event legal action is necessary to enforce the payment provisions of the Agreement, the Architect shall be entitled to collect from the Owner any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Architect in connection therewith and, in addition, the reasonable value of the Architect's time and expenses spent in connection with such collection action, computed at the Architect's prevailing fee schedule and expense policies.
- 14.1.5 **Defects in Service:** The Owner shall promptly report to the Architect any defects or suspected defects in the Architect's work or services of which the Owner becomes aware, so that the Architect may take measures to minimize the consequences of such a defect. The Owner warrants that he or she will impose a similar notification requirement on all contractors in his or her Owner/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Owner, and the Owner's contractors or subcontractors to notify the Architect, shall relieve the Architect of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.
- 14.1.6 **Electronic Files:** Communication and information transfer is being conducted for this project in electronic form. The information and communications may include email, word processing, drawings, and other file transfers. It is acknowledged by the Owner that the information is being shared in this manner. Meetings where options and modifications are reviewed or discussed may only have information shared visually. Nothing in this agreement shall imply that the Architect is promising to supply computer software or hardware to the Owner or any Consultants or Contractors.
- 14.1.6.1 Electronic data formats for information to be shared with the Owner will include but not necessarily be limited to Adobe, Microsoft, and AutoCAD formats. Any changes to the electronic data formats by either the Owner or the Architect are subject to review and acceptance by the other party. Should the Owner be unable to utilize the file formats listed above, the Owner should at once notify the Architect of the problem.

Date: May 11, 2023

Project Name: Prairie City Fire Station and EMS Building

The Architect will endeavor to transfer the information into a different format, but shall not be responsible at any time to provide the Owner with software needed to read any data of any electronic data format. If the Architect is required to expend additional effort to incorporate changes to the electronic data formats made by the Owner, these efforts shall be compensated for as Additional Services. Should the Owner request that any Instruments of Service, progress or final construction documents, specifications, or correspondence be transmitted in electronic form to the Owner the terms of this agreement shall be extended to any electronic files, CADD or word-processing files, which are produced by the Architect for this project.

14.1.6.2 In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Architect, the Owner agrees that all such electronic files are instruments of service of the Architect, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

14.1.6.3 The Owner agrees not to reuse these electronic files, in whole or in part, for any purposes other than for the Project. The Owner agrees not to transfer these electronic files to others without the prior written consent of the Architect. The Owner further agrees to waive all claims against the Architect resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Architect.

14.1.6.4 Electronic files furnished by either party shall be subject to an acceptance period of ten (10) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic files shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

14.1.6.5 The Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Architect and electronic files, the signed or sealed hard-copy construction documents shall govern.

14.1.6.6 In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Architect or from any reuse of the electronic files without the prior written consent of the Architect.

14.1.6.7 Under no circumstances shall delivery of electronic files for use by the Owner be deemed a sale by the Architect, and the Architect makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Architect be liable for indirect or consequential damages as a result of the Owner's use or reuse of the electronic files.

- 14.1.7 Changed Conditions: The Owner and Architect agree that when changes in the project occur, this agreement may need to change. Changes may be required in light of occurrences or discoveries that were not originally contemplated or known by the Architect. Changes in the project which may necessitate re-negotiation of this contract shall include but not be limited to changes in the project scope, project budget, subsoil conditions, project delivery methods, regulatory changes or interpretations, and actions on the part of the Owner or Contractors that prolong the construction process, which are not the fault of the Architect. Should the Architect call for contract re-negotiation, the Architect shall identify the specific condition

Date: May 11, 2023

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necessitating re-negotiation and the contract changes required. The Owner shall promptly respond to this notification and accept the change, propose an alternate contract modification or reject this change. Either party has the right to terminate this agreement in accordance with Article 9 of this Agreement.

- 14.1.8 Code Compliance: The Architect will exercise usual and customary professional care in his or her efforts to comply with all codes, regulations, and laws in effect as of the date of submission to local building code authorities. The Owner shall inform the Architect of any codes, regulations, or laws which are applicable to this project, and for which the Owner has information not commonly available within the construction industry.
- 14.1.9 Confidential Communications: The Architect may be required to report on the past or current qualifications and performance of others engaged or being considered for engagement directly or indirectly by the Owner, and to render opinions and advice in that regard. Those about whom reports and opinions are rendered may as a consequence initiate claims of libel or slander or other claim against the Architect. To help create an atmosphere in which the Architect feels free to express himself candidly in the interest of the Owner, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect, its officers, directors, employees and subconsultants (collectively Architect) harmless from any claim, liability, or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from such professional opinions and reports rendered by the Architect to the Owner or Owner's agents. For publicly bid projects the Architect will comply with public policy in reporting the reliability of the Contractor. The Architect will provide references of past experience with the Contractor, but the decision to hire the Contractor is solely that of the Owner.
- 14.1.10 Hazardous Materials: This paragraph supplements information outlined in Article 5. It is acknowledged by both parties that the Architect's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Architect or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at his option and without liability for consequential or any other damages, suspend performance of services on the project until the Owner retains appropriate specialist consultant(s) or contractor(s) to identify, abate, or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations. The Owner will retain the services of a hazardous material consultant to identify and specify removal of all materials deemed hazardous by local environmental or health organizations. The Architect will cooperate with the Owner to have hazardous material testing conducted on the project by a laboratory certified for this type of testing. If materials are identified in the course of that testing, the Owner agrees to hire a certified mitigation company to remove such materials from the project prior to start of the construction.
- 14.1.11 Contingency Fund: This paragraph supplements information outlined in Article 6 and specifically paragraph 6.3. The Owner and the Architect acknowledge that changes may be required because of possible changes in the Owner's requirements, omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Owner agrees to set aside a reserve in the amount of ten (10) percent of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The Owner further agrees to make no claim by way of direct or third-party action against the Architect or his sub-consultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

Date: May 11, 2023

Project Name: Prairie City Fire Station and EMS Building

- 14.1.12 Architect Services: Should the services of the Architect not be continued beyond the schematic or design development phases of this contract, it is understood that the drawings and other instruments of services are preliminary and not meant for construction. Further the Owner agrees to indemnify and hold harmless the Architect from any claims which may arise out of the use of such schematic designs for construction purposes.
- 14.1.13 Termination or Suspension of Services: In the event that the Owner fails to make payment upon any invoice within 60 days of the invoice date, the Architect may suspend or terminate services at his option in accordance with Article 9. The Architect also shall have no liability whatsoever to the Owner for any costs or damages as a result of such suspension or termination caused by any breach of this Agreement by the Owner and shall be entitled to termination expenses. Should the Architect agree to restart services on the project, he shall have the right to compensation for expenses incurred in the interruption and resumption of the Architect's services.
- 14.1.14 Termination Expenses: These expenses are in addition to compensation for contracted services, and include expenses, which are directly attributable to termination. Termination Expenses shall be the greater of Five Thousand Dollars and Zero Cents (\$5,000), the actual documented cost of termination, or the amount computed as a percentage of the total compensation for the project earned to the time of termination as follows:
- 14.1.14.1 Twenty percent of the total compensation earned to date if termination occurs before or during the predesign, site analysis, master planning, schematic design, or similar project phase; or
 - 14.1.14.2 Ten percent of the total compensation for services earned to date if termination occurs during the design development phase; or
 - 14.1.14.3 Five percent of the total compensation for services earned to date if termination occurs during any subsequent phase;

	Supplemental Services	Description of Services	Phase of Service Provided	Party Responsible for Providing Additional Services	Location of Service or Document Reflecting Service Provided	Conditions or Extent of Services
4.1.1	<u>Programming</u>	Identification of building uses and the spaces required to meet these uses.	Programming Phase: Completed under a previous agreement dated May 11, 2022.	Architect	Incorporated in Schedule of Spaces developed in Schematic Plans	Any programmatic changes after the Schematic Design has been approved by the Owner will be billed for as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.2	<u>Multiple Preliminary Designs</u>	Providing more initial design concepts than the agreed upon amount.	Schematic Design: Completed under a previous agreement dated May 11, 2022.	Architect	Incorporated in Schematic Plans.	Changes and additional schemes will be billed for as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.3	<u>Measured Drawings</u>	Field verifying critical dimensions of existing buildings or site.	Programming Phase/Schematic Design: Completed under a previous agreement dated May 11, 2022.	Architect and/or Civil Engineer	Incorporated in Schematic Plans.	If additional field measurements or site survey for concealed conditions is required this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.4	<u>Existing Facilities Surveys</u>	Field verifying conditions of the existing structure and identification of conditions requiring attention.	Not Provided	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.5	<u>Marketing/Fundraising</u>	Activities requested by the Owner and/or outside Fundraising Consultant for the Project.	Not Provided	Owner and/or Fundraising Consultant	Not Provided	If additional renderings are requested by the Owner or Fundraising Consultant other than what is shown in the Architect's proposal for services, then these services shall be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.6	<u>Site Evaluation and Planning AIA Agreement B203-2017</u>	Analyzing and proposing alternative conceptual designs on alternate available building sites.	Not Provided	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.7	<u>Building Information Modeling (BIM)</u>	Computerized identification and coordination of building systems in a graphic environment.	Not Provided	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.8	<u>Civil Engineering</u>	Design of the site for the proposed building.	Not Provided	Civil Engineer	Construction Documents.	Site plan will show site and adjacent right of way. Parking and any required detention structures are included in Civil Engineer's Basic Services.
4.1.9	<u>Landscape Design</u>	Selection of decorative and sustainable plantings to surround the building and site.	Not Provided	Architect and/or Landscape Architect and/or Civil Engineer	Not Provided	Architect and Civil Engineer will coordinate planting of grass around the building. Decorative landscaping will be provided by the Owner, volunteers, or through a separate design contract with a landscaper or Landscape Architect. Architect will assist owner in obtaining proposals from landscapers if desired.
4.1.10	<u>Architectural Interior Design</u>	Selection of wall, floor, ceiling, wood trim, doors, door frame, and other miscellaneous building construction related finishes and colors.	Provided as a part of Basic Services.	Architect	Schematic Design and Construction Documents	No more than three schemes for Owner consideration. Each additional scheme will be billed for as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.11	<u>Value Analysis AIA Document B204-2007</u>	Detailed comparative analysis of cost comparisons.	Not Provided	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.12	<u>Detailed Cost Estimating</u>	Provide construction costs in detailed format similar to the detail assembled by Contractors in preparing bids for the project.	Not Provided	Owner/General Contractor	Not Provided	The Architect provides options of construction cost as a part of basic services. These options provide some breakdown of costs. Detailed breakdown of costs can be obtained from specialized project estimating services that can be retained as an Additional Service.
4.1.13	<u>Bid Alternates</u>	A bid alternate is a defined portion of the Project that is priced separately and thus provides an option for the Owner in determining the final scope of the Project during bidding and is reflected in the Construction Documents. Alternates provide the Owner with a choice between different products or can define the addition or deletion of a portion of the Project.	Not Provided	Architect	Construction Documents and Bidding	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.14	<u>Multiple Bid Packages</u>	Bidding the project in multiple bid packages rather than one lump sum bid amount.	Not Provided	Architect	Construction Documents and Bidding	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.15	<u>Re-Bidding</u>	Rejection of the Project bids at the Owner's discretion and modifications of the Project scope for re-bidding purposes as reflected in revised Construction Documents for bidding.	Not Provided	Architect	Construction Documents and Bidding	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.

	Supplemental Service	Description of Services	Phase of Service Provided	Party Responsible for Providing Additional Service	Location of Service or Document Reflecting Service Provided	Conditions or Extent of Services
4.1.16	Value Engineering	Changes to the Construction Documents after bids have been received in order to reduce the Project cost and/or scope.	Not Provided	Architect/Contractor	Construction Documents and Bidding	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.17	Extended On-Site Project Representation	Representation on the site by members of the Architectural team on a daily or extended basis. Basic services are outlined in Section 3.6.	Not Provided	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.18	Confirmed Construction Documents	A separate set of drawings prepared after bidding has completed to document any changes made during the bidding process. Normally not provided at this scale of project.	Not Provided	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.19	As-Designed Record Drawings	These are drawings which represent every design change in the project. These and As-Built Record Drawings are combined on this scale of project.	Provided as part of 4.1.19	Architect	See 4.1.19	If the Owner requests separate As-Designed Record Drawings, this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.20	As-Constructed Record Drawings	Drawings prepared at the end of the Construction Phase which reflect changes made in the project during construction. These drawings are prepared as the project progresses during construction. Each construction trade records their changes. The final record is submitted to the Architect for review prior to transmittal to the Owner.	Construction Phase	General Contractor (Included in services covered by the Construction Contract.)	As-Built Drawings: Architect's review of the as-built drawings prepared by the Contractor is included in the services covered by this agreement.	If the Owner is requesting separate As-Built Record Drawings to be provided by the Architect, this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.21	Post Occupancy Evaluation	A formal review process hosted by the Architect for building users.	Not Provided	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.22	Facility Support Services AIA Document B210-2017	Documentation and surveys that support the operation of the facility.	Not Provided	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.23	Tenant Related Services	For use in buildings with rentable area.	Not Provided	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.24	Architect Coordination of Owner's Consultants	Answer questions, finalize pricing, and coordinate installation of equipment and systems provided by parties contracted for by the Owner directly and separate from the building design team.	As needed by the Owner	Architect	Not Provided	Possible separate consultants hired by the Owner include but are not limited to telephone equipment, data, security, and furniture.
4.1.25	Telecommunications/Data Design	Specify and obtain pricing for telecommunications and data systems for the building. Coordinate final installation of systems with supplier and/or installer.	Construction Documents and Construction Phase	Owner/Architect	Boxes and conduit (if required) locations and specifications will be a part of the Construction Documents and is included in this agreement for services.	Space for equipment will be incorporated in to the building design.
4.1.26	Security Evaluation and Planning AIA Document B206-2007	Study of security needed for high level threats to building occupants. The AIA Contract Document B206-2007 includes extensive site and building design for security planning that go far beyond the budget of this project.	Not Provided	Owner/Architect	Basic Services	The Architect will provide as a part of this agreement for services, information about door security and other electronic systems. Floor plan design will consider visual security of the project. No dedicated studies or use of security consultants is included in the Project.
4.1.27	Commissioning AIA Document B311-2007	Commissioning is a process required as a part of the start-up of LEED projects and certain Grant Programs.	Not Applicable	Architect and Commissioning Agent	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.28	Sustainable Project Services pursuant to Section 4.1.3 AIA Document E204-2017	Sustainability services as required in AIA Document E204-2017. Sustainable Projects Exhibit.	Not Provided	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.29	Extensive Environmentally Responsible Design	Analysis of the entire universe of environmental responses to the building design and process. This has not been defined as a goal of the Owner for this Project.	Not Applicable	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.30	LEED Certification AIA Document B214-2007	LEED Certification has not been identified as a goal of the Owner for this Project.	Not Applicable	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.31	Fast-Track Design Services	This is a method of building design where a building starts construction before Construction Documents are completed. This has not been identified as a goal of the Owner for this Project.	Not Applicable	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.32	Historic Preservation AIA Document B205-2007	For use in historically significant or designated structures.	Not Applicable	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.33	Furniture, Furnishings, and Equipment Design AIA Document B253-2007	Selection, specification, and pricing of furniture, furnishings, and equipment for the Project.	Not Applicable	Architect and/or Interior Designer	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at an agreed upon fee in advance.

Prairie City Fire EMS
Prairie City, Iowa

Schematic Design Opinion of Construction Cost

Exhibit C
12/7/2022

Statements of probable construction cost prepared by Martin Gardner Architecture, P.C. represents our best judgments as design professionals familiar with the construction industry. However, neither Martin Gardner Architecture, P.C. nor the Owner has control over the cost of labor, materials or equipment, over the contractor's method of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Martin Gardner Architecture, P.C. cannot and does not warrant or represent that bids will not vary from the project budget proposed, established or approved by the owner, if any, or from any statement of probable construction cost prepared by Martin Gardner Architecture.

	Building Square Footage	10,761	
		Sub-Total	Cost Per SF
SITWORK			
	Sitework Subtotal	\$194,500	\$18.07
SUBSTRUCTURE			
	Substructure Subtotal	\$185,709	\$17.26
SUPERSTRUCTURE			
	Superstructure Subtotal	\$454,362	\$42.22
EXTERIOR ENCLOSURE			
	Exterior Enclosure Subtotal	\$99,481	\$9.24
INTERIORS			
	Interiors Subtotal	\$226,755	\$21.07
SERVICES			
	Services Subtotal	\$343,980	\$31.97
FURNISHINGS, FIXTURES, & EQUIPMENT			
	FF&E Subtotal	\$6,210	\$0.58
GENERAL REQUIREMENTS			
	General Requirements Subtotal	\$134,700	\$12.52
	Construction Subtotal	\$1,645,697	\$152.93
GENERAL CONDITIONS	General Contracting Fees (General Requirements: 10%; O.H. and Profit is included in unit prices)	10%	
	Construction Subtotal + General Conditions	\$1,810,267	\$168.22
CONSTRUCTION & DESIGN CONTINGENCIES	Market, Estimating and Design Contingency (% of Project Subtotal)	10.0%	\$181,027
	Construction Contingency (% of Project Subtotal)	5.0%	\$90,513
	Subtotal Contingencies	\$271,540	\$25.23
	Construction Total	\$2,081,807	\$193.46
PROFESSIONAL SERVICES			
	Architectural (Phase I)	\$11,000	
	Architectural (Renderings, Capital Campaign)	\$5,000	
	Architectural (Phase II Design, Bidding)	\$156,135	
	Architectural (Construction Administration)	\$27,464	
	Civil (Final Design and Bidding)	\$14,750	
	Civil (Construction Administration)	\$4,900	
	Bidding, Documents, Reimbursables (Budget)	\$10,409	
	Subtotal Professional Services	\$229,658	\$21.34
	Project Total	\$2,311,465	\$214.80

Certificate Of Completion

Envelope Id: 25E86A2D6F5542D382FAC017CEEDF01D
 Subject: Complete with DocuSign: Prairie City Fire and EMS Architectural Agreement
 Source Envelope:
 Document Pages: 45
 Certificate Pages: 2
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Justin Hoff
 700 11th St., Ste. 200
 Marion, IA 52302
 justinh@martingardnerarch.com
 IP Address: 209.252.169.97

Record Tracking

Status: Original
 5/11/2023 1:05:15 PM


Holder: Justin Hoff
 justinh@martingardnerarch.com

Location: DocuSign

Signer Events

Kyle Martin
 kylem@martingardnerarch.com
 President
 Martin Gardner Architecture, P.C.
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 477BA0B20CB0490...


Signature Adoption: Uploaded Signature Image
 Using IP Address: 209.252.169.97

Timestamp

Sent: 5/11/2023 1:08:54 PM
 Viewed: 5/11/2023 1:48:05 PM
 Signed: 5/11/2023 1:48:17 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Chad Allegor
 chad.allegor@prairiecityiowa.us
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 3B49AB1201C24EA...

Signature Adoption: Pre-selected Style
 Using IP Address: 173.22.176.28
 Signed using mobile

Sent: 5/11/2023 1:48:21 PM
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 Signed: 5/11/2023 1:55:06 PM

Electronic Record and Signature Disclosure:
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Kristin Neppi
 kristinn@martingardnerarch.com
 Office Manager
 Martin Gardner Architecture, P.C.
 Security Level: Email, Account Authentication
 (None)

COPIED

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events

Brian Stark
brians@marlingardnerarch.com
Senior Project Manager - Construction Specification
Manager
Martin Gardner Architecture, P.C.
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Status**COPIED****Timestamp**

Sent: 5/11/2023 1:08:54 PM

Jerry Moore
jerry.moore@prairiecitiyowa.us
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 5/11/2023 1:48:19 PM

Ryan Van Der Kamp
pcfd@mchsi.com
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent
Certified Delivered
Signing Complete
Completed

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

5/11/2023 1:08:53 PM
5/11/2023 1:51:13 PM
5/11/2023 1:55:06 PM
5/11/2023 1:55:06 PM

Payment Events**Status****Timestamps**



April 20, 2023

Ed and Melissa Pagliai
437 NW 69th Avenue
Des Moines, IA 50313

CITY OF PRAIRIE CITY
203 E. JEFFERSON
P.O. BOX 607
PRAIRIE CITY, IA 50228
PHONE (515) 994-2649
FAX (515) 994-2376

Re: Requested Special Event – Reserved Parking at Town Square, Prairie City

Dear Mr. and Ms. Pagliai,

Thank you for your submittal of the Special Event Permit Application requesting support from the City Council to designate reserved on-street parking on the town square for car clubs to park their vehicles. Specifically, you are requesting to have the south side of Jefferson Street and the west and east sides of Main Street on the town square to be reserved parking for two car club owners (Concrete Cruisers and Corvette Club) to park their vehicles on Saturday nights starting April 22 through August. During this time you plan to offer food and beverages from your business Whiskey Barrel Pub and Eatery located at 112 East Jefferson to the car owners and other customers participating in the event.

To assist with the review of the Special Event Application, please respond to the following questions/comments.

1. Do you plan to serve food and beverages to customers outdoors? If so, please indicate the location and setup. Please provide a sketch of the proposed layout. Adequate space should be provided for people that are not participating in the event to pass by your business while using the sidewalk.
2. During the event, garbage and recycling containers should be provided near your building.
3. Please provide copies of your food and beverage licenses.
4. Please provide a copy of your dramshop liability insurance coverage.
5. The City of Prairie City Public Works Department has barriers and signage that can be used to block off the requested parking areas. These items can be used for the event, however, we ask that you and/or your staff set up the barriers and signage before and after each event.
6. A resident will be using the town square park for a wedding on May 27, 2023, and in addition, Prairie Days is planned for July 21-23. Your Special Event request would likely be in conflict with these two previously planned activities.

Please respond to the above questions and comments so that your Special Event Application can be placed on the next City Council agenda for action.

Sincerely,

Jerry Moore
City Administrator
City of Prairie City, IA
515-669-1662

APR 14 2023

CITY OF PRAIRIE CITY
SPECIAL EVENT PERMIT APPLICATION FORM

1. Sponsor Name: E.W.B. LLC D.BA WHISKEY BARRAI
Event Contact Person(s): MELISSA PAGLIAI
Address: 437 N.W 69TH AVE D.M. 50313
Phone Number: 515-202-3149 Email Address: MPAGLIAI@YAHOO

2. EVENT TYPE:

☐ Parade ☐ Festival ☐ Assembly/Rally ☐ Street Closure ☐ Block Party
☐ City Property Rental ☐ Walk/Run ☐ Fund Raiser
☒ Other CAR CRUISE (CONCRETE CRUISES) (CORVETTE CLUB)

3. On-Site Contact Person(s): ED PAGLIAI
Phone: 515-556-0969 Location During Event: WHISKEY BARRAI

4. Event Location: S. SIDE OF JEFFERSON & E. + W SIDE OF MAIN AT TOWN SQUARE

5. Parking and Traffic Plan: PERSON ON SITE TO HELP PARK CARS &
TO NOT CLOSE OFF AREAS DISCUSSED ABOVE

Street Closure: ☐ YES (Show on Map) ☒ NO

6. Event Date: 7-22-23 Event Start Time: 4 P.M. Event End Time: 10 P.M.

7. Set Up Time: 3:00 P.M. Take Down Time: 9:30 P.M.

8. Rain Date & Time: EVERY SAT TRV AUGUST ~~7-23-23~~ ~~7-24-23~~ ~~7-25-23~~

9. Size of Event (estimated number of people on-site at one time)

☐ 1 - 100 ☒ 101 - 250 ☐ 251 - 500
☐ 501 - 1,000 ☐ 1,001 - 5,000 ☐ Over 5,000

10. Security: 2 STAFF PERSONAL

Have the Police been contacted about crowd/traffic control?

☐ YES ☒ NO

11. Number of portable toilets being provided: 2

Location(s) of toilets: _____

12. Types of Activities/Venues: JUST TO SHOW CARS

13. Non-Food Vendors, Concessionaires, Rides (Name, address, phone for each)

N/A

14. Food Vendors (Name, address, phone for each)

N/A

15. Tents

N/A

16. Utilities to be used (List equipment types)

NONE

17. Alcoholic beverages served? License class: CLASS C WITH OUTDOOR SERVICE

Alcoholic Beverage License obtained?

☒ YES

☐ NO

18. Source of garbage/rubbish removal service: LIBRARY FOR CANS + BOTTLES WHISKEY BAR FOR WASTE

19. Site Plan attached:

☒ YES

☐ NO

20. Rental Agreement signed & attached

☐ YES

☐ NO

21. Insurance Certificate attached

☐ YES

☐ NO

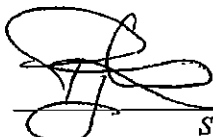
22. Permit Fee included (Fee schedule) Amount: \$

☒ YES

☐ NO

*If no, proof of non-profit status must be included.

I have read this Special Event Agreement and Permit Application packet and have accurately and truthfully completed the Application. I agree that I will obtain any other permits necessary and will follow the guidelines and requirements set forth in the packet.



Signature

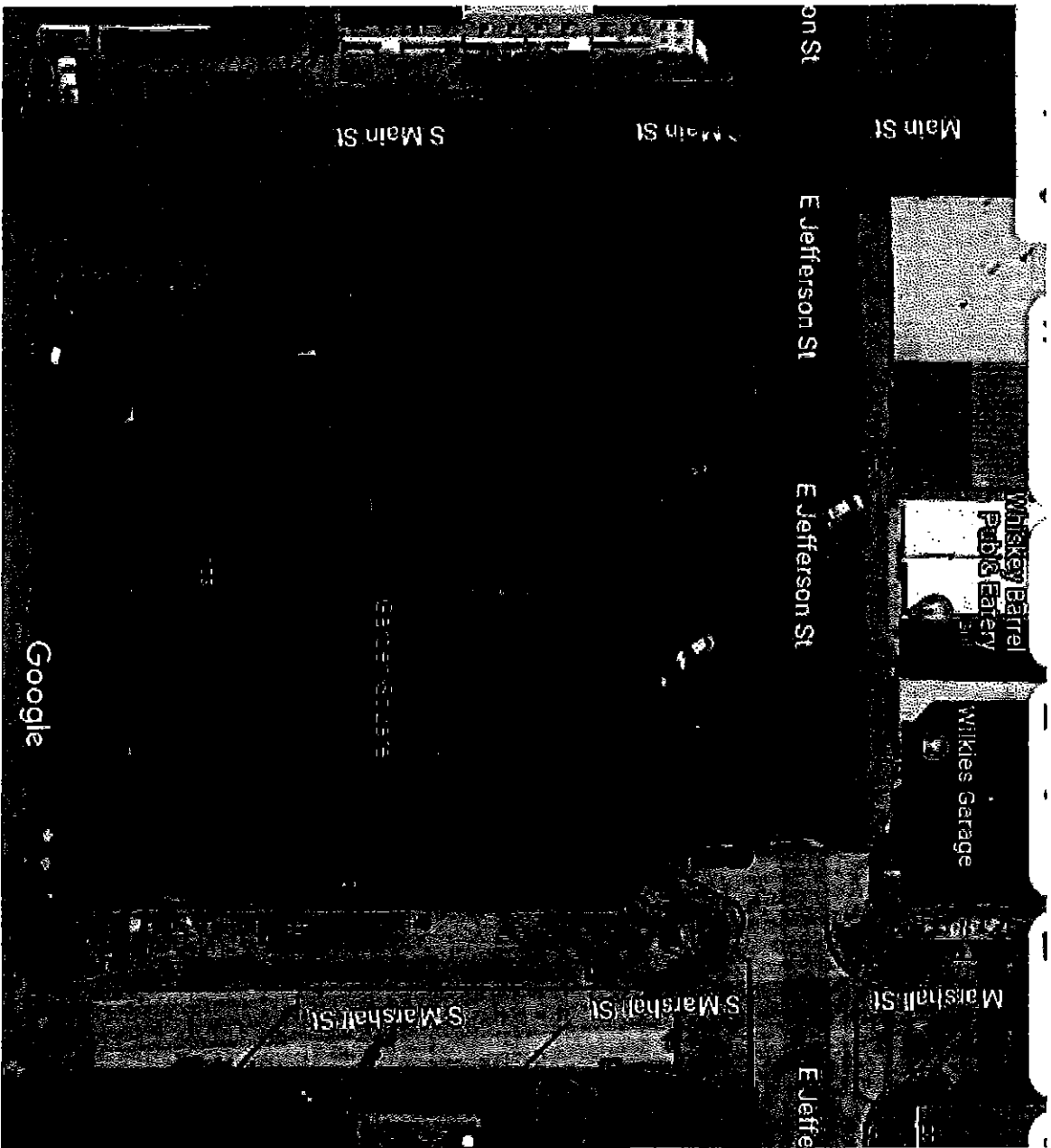
7-13-23

Date

BUSINESS NOTIFICATION LIST

***Note: Your signature on this list is for the sole purpose of businesses being affected by special events being notified of the event. It is not intended to indicate whether you are for or against the event. If you have comments and/or arguments concerning the event, they must be put in writing and delivered to City Hall as soon as possible to be considered prior to the special event application being approved.**

[illegible]



—

—
|



State of Iowa

Alcoholic Beverages Division

LC0047934

February 8, 2023

February 7, 2024

LICENSE NUMBER

EFFECTIVE DATE

EXPIRATION DATE

EWB, LLC
Whiskey Barrel Pub & Eatery
112 E Jefferson Street
Prairie City, Iowa 50228

This license is a personal privilege and is subject to civil penalty, suspension, revocation or cancellation, as authorized pursuant to Iowa Code Ch. 123.

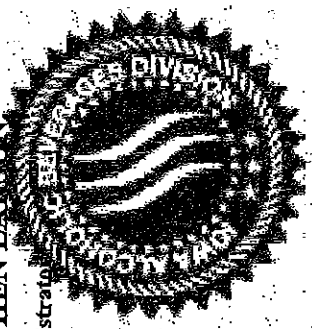
This license is not deemed to be property, nor is it subject to attachment, execution, assignment, nor is it alienable.

Stephen Larson

LICENSE AND PRIVILEGES		FEES
Class C Retail Alcohol License (Regular Fee)	02/08/2023 to 02/07/2024	\$715.00
Outdoor Service	02/08/2023 to 02/07/2024	\$0.00
TOTAL FEE:		\$715.00

IOWA ALCOHOLIC BEVERAGES DIVISION

STEPHEN LARSON
Administrator





State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
EWB, LLC	Whiskey Barrel Pub & Eatery	(515) 202-3149		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
112 E Jefferson Street		Prarie City	Jasper	50228
MAILING ADDRESS	CITY	STATE	ZIP	
437 Northwest 69th Avenue	Des Moines	Iowa	50313	

Contact Person

NAME	PHONE	EMAIL
Melissa Pagliai	(515) 202-3149	mpagliai2000@yahoo.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0047934	Class C Retail Alcohol License	12 Month	Active

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
Feb 8, 2023	Feb 7, 2024	

SUB-PERMITS

Class C Retail Alcohol License

PRIVILEGES

Outdoor Service



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Melissa Pagllai	Des Moines	Iowa	50313	Owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Truck Insurance Exchange

POLICY EFFECTIVE DATE

Feb 8, 2023

POLICY EXPIRATION DATE

Feb 7, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



203 E Jefferson
Prairie City IA 50228
515-994-2649

CITY OF PRAIRIE CITY
GARDEN SQUARE RENTAL USER CONTRACT

105 S Marshall

MAR 15 2023

Date Reserved: 5-27-23 (Guaranteed with Paid Reservation/Council Approval if needed)

Event hours requested: 9am - 6pm

Name: Chelsea Hayes SS#: 317-11-4481

Address: 720 E 70th St #201

Home Phone: _____ Cell: 515-805-9454

Rental Fee: \$150.00 (No Alcohol) ☒

\$250.00 (Alcohol) ☐

Rental Fee: \$150.00 Date Paid: 3-15-23 () Cash - Receipt # _____ () Check# _____

paid by card

Special Requests, i.e. parking, street closures, special music, etc. must be approved by City Council with a minimum of 90 days prior to the requested date of the event. City events will always take priority on any given date. Businesses may be open during event time which may add noise, dust, etc. to the area.

____ I AM ☒ AM NOT requesting the following streets to be closed from ____ to _____. (Attach list)

I have rented the Prairie City Garden Square for the above date. I understand and hereby agree that I will leave the entire Garden Square/Bandstand in the same condition it was in when rented, i.e. remove all trash, decorations, chairs, tables, etc. used for the rental event. No nails, screws, plantings or other attachments are to be used on any of the structures on Garden Square including Bandstand for hanging Banners, decorations, lighting, floral arrangements. **NO PINATAS ALLOWED.**

I hereby state that I have received a copy of the contract including Garden Square rules. I understand and hereby agree that I am responsible for any and all damages that may occur during the time of my occupancy and for the cleanup of Garden Square/Bandstand after my use. I understand and hereby agree that if I fail to clean up properly or if any damages occur or if I violate the terms of this agreement, I will be held responsible for any costs incurred. I agree to assume entire responsibility and liability for all damages or injuries to all persons, arising out of, resulting from or in any manner connected with the above use of city facilities, and agree to indemnify and save harmless the City, its agents and employees from all such claims, including legal fees and disbursements paid or incurred to enforce the provisions of this paragraph.

In cases of cancellation, the renter must give the City a written request for a refund 30 days prior to the proposed rental date.

I have read the above statement and hereby accept the terms of the contract:

Signature: *Chelsea Hayes* Date: 3-15-23

Effective: 03/29/21

Notes

From discussion with Mr. Pagliai on 5-10-23

He requested the barricades for the south side of Jefferson Street for now. Later they may need barricades for west and east sides of street on west side of town square.

He has no plans to sell or serve alcohol outside for now.

He said he can provide a copy of dramshop liability insurance if they decide to sell alcohol and food outdoors at a later date.

They support not using the barricades on 5-27-23 when park will be used for wedding and reception and Prairie Days. He agreed to setup and take barricades down after event.

I told him the Special Event Application will be placed on the June 14, 2023, City Council agenda.

I updated the City Council about his plans at the City Council meeting on 5-10-23 and obtained their support to work with Public Works staff to set up barricades. The City Council asked me to place the Special Event Application on the next meeting agenda.

Police Chief Gott said he talked to the Mayor and they normally require areas to be blocked off in the town square for people that consume alcohol.

**CITY OF PRAIRIE CITY
SPECIAL EVENT PERMIT APPLICATION FORM**

1. Sponsor Name: Prairie City Farmers Market
Event Contact Person(s): Scott DeVries
Address: PO Box 331, Prairie City
Phone Number: 515-497-0552 Email Address: prairiecityfm@gmail.com
2. EVENT TYPE:
☐ Parade ☐ Festival ☐ Assembly/Rally ☐ Street Closure ☐ Block Party
☐ City Property Rental ☐ Walk/Run ☐ Fund Raiser
☒ Other Farmers market
3. On-Site Contact Person(s): Scott DeVries
Phone: 515-497-0552 Location During Event: Info booth
4. Event Location: West side Garden Square park
5. Parking and Traffic Plan: blocked ~~park~~ parking on west side for vendor
unloading (4 to 5 pm) and loading (7 to 7:30 pm) on
west side
Street Closure: ☐ YES (Show on Map) ☒ NO
6. Event Date: Thurs June 1 to Sept 28 Event Start Time: 4 pm Event End Time: 8 pm
7. Set Up Time: 4 pm to 5 pm Take Down Time: 7 to 8 pm
8. Rain Date & Time: N/A
9. Size of Event (estimated number of people on-site at one time)
☒ 1 - 100 ☐ 101 - 250 ☐ 251 - 500
☐ 501 - 1,000 ☐ 1,001 - 5,000 ☐ Over 5,000
10. Security: N/A
Have the Police been contacted about crowd/traffic control? ☐ YES ☒ NO
11. Number of portable toilets being provided: N/A
Location(s) of toilets: _____
12. Types of Activities/Venues: farmers and makers market

13. Non-Food Vendors, Concessionaires, Rides (Name, address, phone for each)

available from market manager - will vary
from week to week

14. Food Vendors (Name, address, phone for each)

available from market manager - will vary
from week to week

15. Tents

N/A

16. Utilities to be used (List equipment types)

one 220V circuit, 1-2 120V
circuit (depending on vendor needs)

17. Alcoholic beverages served? License class: none

Alcoholic Beverage License obtained?

☐ YES

☒ NO

18. Source of garbage/rubbish removal service:

N/A

19. Site Plan attached:

☒ YES

☐ NO

20. Rental Agreement signed & attached

☐ YES

☒ NO

21. Insurance Certificate attached

☐ YES

☒ NO

22. Permit Fee included (Fee schedule) Amount: \$

☐ YES

☒ NO

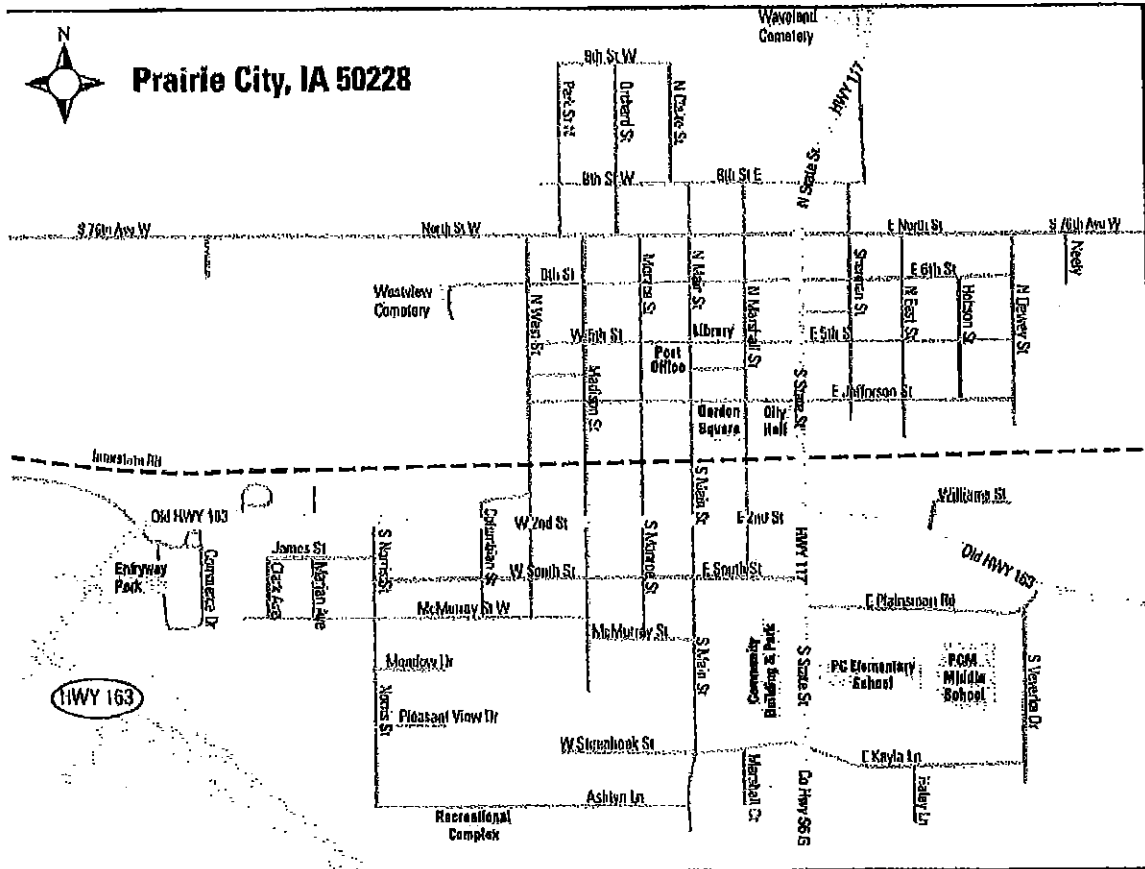
*If no, proof of non-profit status must be included.

I have read this Special Event Agreement and Permit Application packet and have accurately and truthfully completed the Application. I agree that I will obtain any other permits necessary and will follow the guidelines and requirements set forth in the packet.

Scott W. W. W.
Signature

5/25/2023
Date

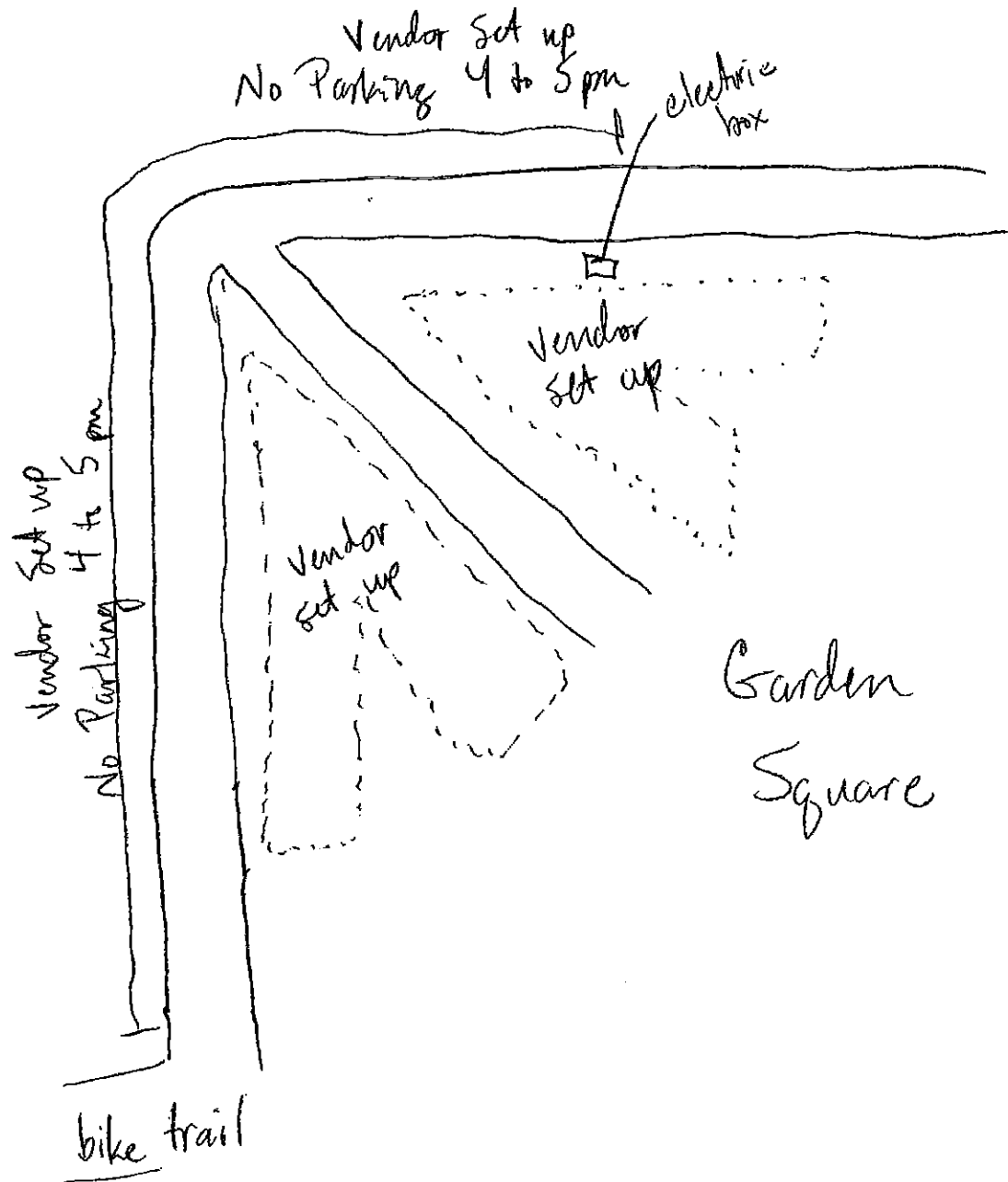
CITY OF PRAIRIE CITY DOWNTOWN STREET MAP



SITE PLAN

Attach site plan here.

Highlight areas of street closures, right-of-way closures, and sidewalk closures being used for the event. Show all locations of signs related to the event.



RENTAL AGREEMENT

Attach rental agreement here.

N/A

INSURANCE CERTIFICATE

Attach certificate here.

Available Upon Request

BUSINESS NOTIFICATION LIST

***Note: Your signature on this list is for the sole purpose of businesses being affected by special events being notified of the event. It is not intended to indicate whether you are for or against the event. If you have comments and/or arguments concerning the event, they must be put in writing and delivered to City Hall as soon as possible to be considered prior to the special event application being approved.**

[illegible]

QUESTIONS?

City Department Contact Listing

City Hall (515) 994-2649
Public Works (Street closures, signs)..... (515) 994-2649 x109
Police Department (Traffic control, security) (515) 994-2649 x112
Iowa Dept. Inspections & Appeals, Food & Consumer Safety Bureau (515) 281-6539
(Food & beverage safety)



CITY OF PRAIRIE CITY
203 E. JEFFERSON
P.O. BOX 607
PRAIRIE CITY, IA 50228
PHONE (515) 994-2649
FAX (515) 994-2376

May 18, 2023

Jeffrey Lynton
105 N. Monroe Street
Prairie City, IA 50228

Re: 2nd Letter Regarding Inquiry About Electric Fence Located on Property at 105 N. Monroe Street

Dear Mr. Lynton:

As indicated in our May 8, 2023, Letter, our office was informed that there is an electric fence located on your property at 105 N. Monroe Street. A site review of your property revealed that there was a black coated chain-link fence on your property and what appeared to be a strand of wire and yellow warning tags and ribbons.

Under the City's Code of Ordinance, Public Health and Safety Chapter 41.09, it indicates that electric fences are not permitted, unless they are approved by the City Council. This provision is identified below.

41.09 BARBED WIRE AND ELECTRIC FENCES.

It is unlawful for a person to use barbed wire or electric fences to enclose land within the City limits without the written consent of the Council unless such land consists of ten (10) acres or more and is used as agricultural land.

Please contact me by Friday, May 26, 2023, so that I can learn more about the situation and we can discuss this matter further. If you don't respond by this date, we will seek code enforcement action and file a Municipal Infraction regarding this matter with the Jasper County Court System.

Thank you in advance for your attention to this letter.

Sincerely,

Jerry Moore
City Administrator
City of Prairie City, IA
515-994-2649



203 E Jefferson
Prairie City, IA 50228
Phone: 515-994-2649

Memorandum

TO: Mayor and City Council of Prairie City
FROM: Jerry Moore, City Administrator
DATE: May 29, 2023
SUBJ: Electric Fence at 105 N Monroe Street

On 5-8-23, City Administrative staff received a phone call that the property at 105 N Monroe Street may have an electric fence. The caller was concerned that her grandkids may touch the fence as her property shares a common lot line with the property. I did a site review of the property and took photos. There was a chain-link black coated fence on the property that also had a wire extending along the top perimeter of the fence and yellow tags and ribbons. I sent the property owner, Jeffery Lynton a letter telling him the City doesn't permit electric fences unless approved by City Council, and I asked him to contact me by Monday May 15. A copy of the provision from the City's Code of Ordinances addressing this issue is below.

41.09 BARBED WIRE AND ELECTRIC FENCES.

It is unlawful for a person to use barbed wire or electric fences to enclose land within the City limits without the written consent of the Council unless such land consists of ten (10) acres or more and is used as agricultural land.

The property owner didn't contact me so on 5-17-23 I sent a copy of the letter and site photos to Matt Brick, the City Attorney. On 5-18-23 Mr. Brick responded and informed me that the courts like to have jurisdictions send at minimum two letters, so I sent another letter to the property owner on 5-18-23. On 5-23-23 Tiffany, a tenant of the property called me and said Officer Sickels responded to a call on April 5 between 9 and 10 PM regarding her dogs being outside their property. She indicated that she asked permission from the property owner and Officer Sickels to install electric fencing. She said based on the responses, they paid \$100 to add electric wiring to the fencing.

I told Tiffany that electric fences are not permitted unless authorized by City Council. I discussed this matter with Police Chief Gott and learned that the Police Department responded to calls involving their dogs being outside the fenced yard on the following dates: 2/23, 2/27, 3/8, 3/21, 3/30, and 4/5. Chief Gott informed me that the dogs have not been outside the fenced yard since the electric fence was installed.

A permit for the chain-link fence was issued by the City on 12-13-21.

Options regarding this matter may include the following.

1. Allow the electric wire to remain on the fence.
2. Allow the electric wire to remain on the fence until the tenant's lease expires and they move from the property.
3. Require the electric wire to be relocated at minimum one foot inside the perimeter of the fence.
4. Recommend that an in-ground electric barrier be installed, and the above ground electric wire be removed.
5. Recommend that a fence not exceeding 8 feet in height be installed.



203 E Jefferson
Prairie City, IA 50228
Phone: 515-994-2649

Memorandum

TO: Mayor and City Council of Prairie City
FROM: Jerry Moore, City Administrator
DATE: June 12, 2023
SUBJ: Drop off Program for Electronics, TV's, and Monitors

I learned from Midwest Sanitation (City of Monroe's Solid Waste Hauler) that they charge \$275 for a roll off dumpster and \$106 to deliver it to the site. They were not able to provide an estimate on the disposal fee amount, so I learned that HW Recycling was the company receiving the electronic items and they informed me their disposal rates are \$15 per T.V. and monitor and for large consoles and big screen TV's and monitors they charge \$30. They didn't provide an estimated cost per roll off dumpster. Using an application I located on the internet, for a 40 foot roll off container estimated for a 3'x 3' x 2' item would yield approximately 78 items and the container would be nearly 60% full (plus air space?). The cost of 78 items at \$15 is \$1170.

Would the City Council like City Administrative staff to pursue setting up a program for residents to drop off their electronic items at the City?

In comparison, Ankeny Sanitation charged the City \$250 for the roll off container full of tires, and there will be no charge from Car Country for the roll off container full of the metal items.

I also learned today from a representative at Car Country that they will provide several roll off containers for residents to drop off their electronic items, and includes pick up and disposal of the containers, at no cost to the City or residents.

Other Options May Include:

1. Waste Management will pick up customer's electronic items curbside. Customers pay \$10 to \$20 for a sticker from City Hall that is required to be placed on the item.
2. Metro Hazardous Waste, Bondurant – Cost per item (electronics/computer equipment .50 cents lb, T.V.'s \$20 to \$30)
3. Goodwill All Des Moines Metro locations, except south side store – Accepts computers, printers, faxes, & phones – No Fee

Christie Busby

From: Info <info@midwestsanitation.com>
Sent: Tuesday, May 16, 2023 1:06 PM
To: Jerry Moore
Subject: RE: Schedule Roll off Container for Prairie City

Good afternoon, I am so sorry for the delayed response. We will take them to H & W Recycling in Baxter, IA 50028.

From: Jerry Moore <jerry.moore@prairiecityiowa.us>
Sent: Thursday, May 11, 2023 4:42 PM
To: Info <info@midwestsanitation.com>
Subject: RE: Schedule Roll off Container for Prairie City

Hello,

Thank you for the response.

Can you provide the location (end destination) of where the electronic items would be taken to so we can inquire with them about the disposal fee?

We operate on a budget and knowing the disposal fee is helpful to understanding the total costs.

Thank you,
Jerry



Jerry Moore
City Administrator
City of Prairie City, IA
Phone: 515-994-2649
Mobile: 515-669-1662
Email: jerry.moore@prairiecityiowa.us
203 E Jefferson Street
Prairie City, IA 50228

From: Info <info@midwestsanitation.com>
Sent: Wednesday, May 10, 2023 2:53 PM
To: Jerry Moore <jerry.moore@prairiecityiowa.us>
Subject: RE: Schedule Roll off Container for Prairie City

Unfortunately, we won't know the cost until it has been removed and disposed of as small electronics are not the same price as televisions etc. I am so sorry for the vague response but electronics are a tricky item to recycle.

From: Jerry Moore <jerry.moore@prairiecityiowa.us>
Sent: Wednesday, May 10, 2023 2:48 PM
To: Info <info@midwestsanitation.com>
Subject: Schedule Roll off Container for Prairie City

Hello,

I'm reaching out to schedule a roll off container for residents in Prairie City to dispose of electrical items, TV's, and computers.

I received a phone call yesterday from your company on pricing, \$275 per empty container and \$106 deliver. What is the disposal fee that the City would pay?

Thank you for your assistance.

Jerry



Jerry Moore
City Administrator
City of Prairie City, IA

Phone: 515-994-2649

Mobile: 515-669-1662

Email: jerry.moore@prairiecityiowa.us

203 E Jefferson Street
Prairie City, IA 50228







Container Loading Calculator

Use this calculator to easily calculate how many items with particular dimensions you can fit in a container.
Container stacking calculator.

Metric	ft	▼
Item width	3	ft
Item length	3	ft
Item height	2	ft
Item weight ?	(optional)	lbs
Container type ?	40' Standard	▼
Stacking type ?	<input checked="" type="radio"/> Simple <input type="radio"/> Complex	

 Calculate

✓ Calculation results

Max. packets	78	
Container utilization	58.84% of max. volume	
Stacking levels	3	
Container max. volume	2,386.0883 ft ³	
Volume of 1 packet	18 ft ³	
Packet ordering for maximum utilization	Align each packet's width along the container width, each packet's length along the container length, and each packet's height along the container height.	



203 E Jefferson
Prairie City, IA 50228
Phone: 515-994-2649

Memorandum

TO: Mayor and City Council of Prairie City
FROM: Jerry Moore, City Administrator
DATE: May 29, 2023
SUBJ: EMS Intern Program

Jody Van Der Kamp, City of Prairie EMS Director is requesting the City Council to support a new EMS Intern candidate program. This is a great opportunity for an individual interested in learning more about and experiencing first-hand the Emergency Medical Service field. Candidates would be required to obtain CPR certification, emergency driving course, and participate in orientation training before being eligible to participate as driver or attendant in an actual emergency response situation.

The EMS Intern Program was discussed at the City Ambulance EMS Department staff meeting May 15, 2023, and received unanimous support. The EMS Intern Program was also discussed at a Policy and Administration Committee meeting May 16, 2023. The Committee members were supportive of placing the request on the June 14, 2023, City Council agenda for review and action and they also requested Jody to attend the meeting.

Information regarding the intern program and the proposed amendment to the Ambulance Department bylaws (see highlighted Article VIII) are included for review and action by the City Council.

The benefits of the proposed EMS Intern Program to the City may include:

- Promotes Prairie City and the EMS profession.
- Mentors new people with interest in emergency response services.
- Adds to the pool of available candidates to respond to City and area medical emergencies.
- Minimal costs to the City would be incurred.
- City Administrative staff and the EMS Director would post the intern position on the City's website, social media accounts, and local information boards to promote the program to seek potential intern candidates.

It is my recommendation that the City Council approve the requested EMS Intern program and proposed amendment to the bylaws and authorize City Administrative staff to work with the EMS Director to prepare and post the program and position notice on the City's website, social media, and board at City Hall.

Intern EMS Program

This program will be set up for anyone who lives within the Walnut Creek Fire District and are wanting to tryout EMS this will be for 3 months. It will void the minimum of (24) consecutive months of service. Interns will be required to have CPR certification, emergency driving course, attend monthly meetings/training and maintain patient confidentiality. Intern members that are drivers or attendants will need to have a minimum of 2 calls prior to going on the payroll. Previous EMT certified will need approval by the EMS Director before being able to run calls without another EMT. Application and background check still applies to the Intern EMS Program. After background check is completed, it will then be subjected to a vote of the regular members at the regular EMS meeting and city council approval.

Returning Intern members are subject to a group vote, prior to reinstatement.

June, 2023

BYLAWS OF
PRAIRIE CITY EMS

ARTICLE I – Name and Purpose

Section 1. This municipal department shall be known as PRAIRIE CITY EMS (here in after “PC EMS”) and is under the ultimate jurisdiction of the City Council of Prairie City. The City will provide this department with a yearly budget to provide EMS service to all citizens within WALNUT CREEK FIRE DISTRICT which includes the City of Prairie City.

Section 2. The purpose of PC EMS shall be to preserve life, as is humanly possible, and to respond to medical emergency calls for which there is no other established agency within the area of the WALNUT CREEK FIRE DISTRICT.

Section 3. PC EMS is obligated to transport any injured or sick person to the nearest appropriate emergency facility, taking into consideration the patient’s wishes. The Ambulance will transport from the Prairie City area only, unless it is Mutual Aid. Response should be to all possible calls dispatched by the Jasper County Communication Center.

ARTICLE II – MEETING/TRAINING

Section 1. The PC EMS board shall meet as needed on the third Monday of each month at 6:30 p.m. The PC EMS members will hold a scheduled regular meeting every third Monday of each month at 7p.m. Special sessions will be held only on the Director orders, with at least a 24-hour notice.

Section 2. All members shall be required to attend 9 meetings per

year and as many department functions per year as possible (fundraisers, bake sales, Prairie Days, etc). If unable to attend, the member must call an Officer and give a reasonable excuse. Reasonable excuses defined by the members are sickness of the member or his/her immediate family, working, or other reasons acceptable to the Officers.

Section 3. All members shall be required to attend all training. If unable to attend, the member must call an Officer and give a reasonable excuse. For reasonable excuse refer to Article II, Section 2. Training will be every scheduled regular meeting unless specified by the Training Officer or Director. All training hours will be posted in the bay monthly. Trainings that were missed will need to be made up within 30 days of that training. Failing to do so will be reported to the board and follow up action will be made according to Article III, Section 8.

ARTICLE III – MEMBERSHIP

Section 1. The membership of this organization will be comprised of probationary, active and auxiliary members. All members now on the crew shall remain as members, provided they meet the standards set forth in this article. All members of the crew are also subject to the jurisdiction of the PC EMS Board and ultimately the City Council of Prairie City, Iowa.

Section 2. Any resident residing or employed in the Walnut Creek Fire District, who is sound in mind and body (if physician verification is requested), who has attained the age of 18 years, is able to read and write and is in good standing in the community, and has a valid driver's license, shall be eligible for election to a probationary membership in this organization. No non-approved EMS member may respond to calls. The Director will have the authority to grant an exemption for membership for residents living outside district if such situation can be of benefit to the department. Such exemption will still be subject to Article 3, Section 3 of this document.

Section 3. All applications for membership will be in writing and on forms provided by the department. The application will be referred to the City Council for a background check, including the character and standing of the applicant. A report will be given at the next regular PC EMS meeting. After the report, a ballot will be taken. With a two-thirds affirmative vote of the members present, and if there is a vacancy, an applicant will be admitted as a probationary member. If on the first ballot the applicant is rejected, the President may order a second ballot at the next regular EMS meeting. The second ballot will be final and conclusive for a period of one year.

Section 4. The probationary period will be for at least a six-month period or longer and a minimum of five ambulance runs must be met before probationary period will end. At the end of this time the board will evaluate each probationary member and make any presentation to the membership as to the continuation of membership or termination. All probationary members will be evaluated at 6 months and at one year. A ballot will be taken with a two-thirds affirmative vote of the members present to continue membership or termination. It is preferred that members have at least one year of membership before taking the EMT course, unless otherwise approved by the Director.

Section 5. The number of probationary members shall not be more than the number of active members.

Section 6. To maintain membership all members must be CPR certified (Annually) and complete driver training (Annually). It is the EMT's ultimate responsibility to maintain their EMT certification with the state.

Section 7. Auxiliary member is a non-voting member, who will be utilized at times of short staffing (*such as day time*), or anytime that could benefit the department. Minimum training for an auxiliary member is CPR and emergency driving training (both done yearly). New members applying for Auxiliary status must first be approved by the Director, and

are then subject to Article 3, Section 3 of this Document. Auxiliary members are not required to attend monthly meetings, but are encouraged to do so. Auxiliary members are not subject to Article 2, Section 2 of this document. An example of (*but not limited to*) an Auxiliary member would be a Firefighter, Public Works, or any person with a beneficial skill set and availability. Any *existing* member wishing to change to Auxiliary status must be approved to do so by the Director and Board.

Section 8. Any member may be temporarily suspended by the Director, with the approval of at least two other officers, until the next regular meeting. At that time any member may be expelled from this department by a two-thirds vote of the active members present at any regular meeting. He/she must have been notified in writing signed by the director, the charges will be stated against him/her for termination from the crew. All members of the department are "at will" employees and can be expelled by the City Council at anytime with or without cause as stated on the initial application for employment with the City.

Section 9. The Council will have a complete and current list of all members.

ARTICLE IV – Board/Officers

Section 1. The board will be made up of the five (5) officers of the department. The officers will be made up of the Director, Assistant Director, Secretary, Training, and Safety/Equipment. The Director will oversee and have ultimate authority over the board. Officers, except Director, will be chosen and voted on by the entire EMS department annually.

Section 2. In order to be eligible for the office of Director, you must fill out an application. The council will then conduct an interview process with 2 council members, 2 ambulance members, and the Mayor. Once Appointed, the Director will take office at the first of the year, unless

otherwise directed by the council.

Section 3. In order to be eligible for any officer position you must be on the department for at least 6 months, and completion of a probationary period.

ARTICLE V. – Election of Officers/General Voting process

Section 1. Those wanting to run for an Officer position will need to turn in their name and position they wish to fill, at the regular October meeting. The election will take place during the regular November meeting. Any new officers will take their position at the start of the new year.

Section 2. All active members in good standing shall be eligible voters. No Probationary, Auxiliary, or members facing disciplinary actions will be eligible to vote.

Section 3. If a member in good standing has an excused absence (*as defined in Article 2, Section 2*) the night of the election/voting, that member has the option to request an absentee ballot. Each official ballot will be placed in an individual envelope and member will seal it, print and sign their own signature on the seal. The official ballot will then be given to the City Clerk or to the Director no later than one-hour prior the meeting of the voting.

ARTICLE VI – Duties of Officers

Section 1. EMS Director - The Director shall preside at all regular and special meetings of the department. If Director is not able to attend the meeting, the Assistant Director shall conduct the meeting. The Director shall preserve order and shall conduct all meetings in conformity with the bylaws. He/she shall appoint all committees and perform all other duties commonly belonging to the office. He/she shall be responsible to the City Finance Officer for funds in the EMS section of the city budget. The director shall be responsible for enforcement of Council

Policies, be responsible for maintaining and supplying the Council with all records on certification and education. The Director shall ensure that State EMS Regulations are met. The Director shall have the authority with approval of the City Council, to make mutual aid agreements with other surrounding communities and take the ambulance and/or equipment to their aid when requested.

Section 2. Assistant Director - It shall be the duty of the Assistant Director, in the absence of the Director, to perform the duties of the Director and to perform such other duties as may be assigned by the Director. He/she will make sure the Ambulance is being checked and restocked on a weekly basis. In the event that a member cannot find coverage the Assistant will assist in finding coverage. When coverage is not found, it is the Assistant's duty to relay that information to the Director and other appropriate agencies such as County Dispatch, PCPD, and Frazier Ambulance.

Section 3. Secretary - The Secretary shall keep minutes and an attendance roster for all meetings. The Secretary will disperse the monthly meeting agendas and minutes to all members of the department. The Secretary will provide the monthly meeting agenda at least 24 hours prior to the monthly meeting. Secretary is in charge of dispersing monthly meeting minutes to all members no later than one week after the monthly meeting. If he/she is unable to attend any meeting a temporary replacement will be appointed. He/she shall attend to crew correspondence and perform all duties commonly belonging to the office of secretary.

Section 4. Training Officer - The Training Officer shall keep record of all trainings. The Training Officer is in charge of creating or bringing in trainings/Instructors. The Training Officer and/or the Director can appoint other ambulance members to assist with training, or to form a training committee.

Section 5. **Safety Officer** - Safety/Equipment Officer is to coordinate the maintenance and repairs of all EMS equipment, including the ambulance itself. Assist in maintaining the EMS supply inventory. Research new and upgrades to equipment. When possible, the Safety Officer will supervise the safety of personnel and equipment at an incident, rather than work the incident. In the absence of the Safety Officer, the Incident Commander will assume the duties of the Safety Officer or appoint a temporary Safety Officer.

Article VII - Duty of Members

Section 1. Every active member on call, at the alarm of emergency, shall promptly report to the Ambulance Bay and assist in getting the ambulance to the scene of emergency. Should the ambulance have departed, he/she shall go to the scene of the call, ***with the exception of accidents or calls on major roadways***. Upon arrival at the scene every active member on call shall serve at his/her assigned task and assist in any work assigned by his/her team leader. He/she shall not leave the scene without permission from the team leader.

Section 2. **EMT** - EMT's are responsible for all emergency medical treatment provided. EMT's Provide emergency medical treatment according to department protocols approved by the Medical Director. The EMT will Provide accurate medical documentation of all emergency medical treatment provided, and will do so in a timely manner or as otherwise ordered by the Director. EMT's are required to assist with station duties such as post run, weekly, and monthly inspections of equipment and ambulance. Performs other duties and responsibilities as assigned by the Director or other Officers.

Section 3. All members shall know the protocols, policies and procedures. Each member will be provided with a copy of the protocols, policies and procedures. Every member of the department shall be provided with a copy of the Bylaws.

Section 4. Upon returning to the ambulance bay it will be the duty of the crew to see that the ambulance is ready for the next run (fuel tank adequately full, cot made up, clean interior, supplies restocked, etc.) The EMT team leader will report low oxygen or any malfunction to the Director or Safety/Equipment Officer.

Section 5. The ambulance driver is responsible for driving the ambulance and must keep his/her attention on the road at all times. ALL cell phone use is prohibited while vehicle is in motion. During calls the driver will be in control of all radio activity unless the lead EMT has designated the radio duty to another crew member.

Section 6. All members will receive a copy of the Duty Schedule that is approved by the department body.

Section 7. There will be ZERO tolerance for showing up for calls, meetings, and fundraisers under the influence of drugs or alcohol. No alcohol consumption eight (8) hours prior to shift. If this shall happen the member shall be disciplined in accordance with Article III, Section 8.

Section 8. Any member being disorderly toward any department member or citizen while on duty shall be reported to the Board and be disciplined in accordance with Article III, Section 8.

Section 9. Any member bringing any person into the Ambulance Bay shall be responsible for any act that person may commit.

Section 10. In order that this department may function efficiently, the following rules and regulations shall be observed and it shall be the duty of all active and probationary members to know them. Members are also subject to any City rules and Conduct stated in the City of Prairie City Handbook:

1. It shall be the first duty of all members to give strict obedience to the lawful orders of their elected and appointed Officers.
2. All work at calls shall be done in an efficient, orderly, calm, and

professional manner.

3. The Team Leader is the regularly scheduled EMT for that shift.
The Team Leader shall fill out the required reports of each call in a timely manner or as directed by an officer. The Team Leader will direct and assist other members to perform tasks such as Note taking, Vitals, Treatments, and moving the patient while on a call.
4. No member of the department, except an Officer acting on orders of the department, shall discuss any patient information to another person not on the EMS Department. Per HIPAA laws, patient information shall not be shared with others who are not in direct care of the patient. No cell phone usage on Fire or EMS calls except in designated areas (as designated by IC, or EMT team leader). ABSOLUTELY no patient information shall be shared by phone or any other method, unless giving a hospital report. Any member making such disclosures which are deemed detrimental to the good of the department shall be subject to expulsion in accordance with Article III, Section 8.
5. Following an OWI or driving related convictions that are not EMS related, you CAN NOT drive any EMS vehicle until you are off SR22 insurance or are approved by the City Administration. All members are required to advise administration of any traffic violations and if SR22 is required. Any Felony will be handled by the board. Any criminal charges must be reported to the Director.
6. If a member is unable to cover their assigned shift, the Member is to make arrangements with another member to cover the shift. When arrangements have been made, the member shall inform the Assistant Director and their crew of such changes. If the member has made a reasonable effort to find a substitute but is *not* successful finding coverage, the member is to notify the Assistant Director with as much notice as possible. A member who is absent from their Shift and fails to notify the Assistant Director will be subject to Article III Section 8 of this document.

7. Conduct yourself in the community in a Professional manner while wearing clothing or gear signifying Prairie City EMS Department.
8. Members are not to speak unprofessionally or negatively about other members of the Department or any other City Employees/Council/Mayor while in public and/or on duty.
9. Members checking out department equipment from the station must first have permission from the Director or Assistant Director. And a written record of the equipment must be given to said Officer/s.
10. If any member shall leave the Fire District or resign, they must turn in all equipment or that member will be billed for it.
11. No firearms or dangerous weapons are allowed at EMS functions or on calls per City handbook.

Article VIII - Intern Membership

1. Will be available to anyone who lives within the Walnut Creek Fire District.
2. Internship will consist of 3 months and void the minimum (24) consecutive months posted on the application.
3. Interns will be required to attend monthly meetings/trainings, have CPR certification, attend the Prairie City EMS emergency driving course and maintain patient confidentiality.
4. Drivers/Attendants will need to make a minimum of 2 calls prior to going on payroll. Prior EMT's will need approval by the EMS Director to run calls without another EMT.
5. Application and background check applies.
6. Interns will be considered a probationary member.

Article IX - Order of Business

1. Meeting called to order
2. Training (if applicable)
3. Reports of the Committees

4. Old business
5. New business
6. Member Comments
7. Adjournment

Article X - Rules of Order

1. The business shall proceed in the manner prescribed in Article 8, Order of Business.
2. No member shall be interrupted while speaking, except to call him/her to order or for the purpose of explanation.
3. If a member, while speaking, be called to order, he/she shall take his/her seat at the request of the Director until the question of order is decided, when, if permitted, he/she may proceed again.
4. Each member before speaking shall respectfully address the Director, or ask for the floor by raising one's hand, confining personal attacks, sarcastic and unprofessional language.
5. No motion shall be subject to a vote until it has been stated by the Director and duly seconded.
6. When all business has been addressed, the Director shall call for a motion to adjourn.

Article XI – Quorum and Amendments

Section 1. One-third of the active members of the department at the time and place of the regular meeting shall constitute a quorum. In transactions not otherwise provided for by the Director, a majority of votes cast shall govern.

Section 2. The Bylaws may be amended by a vote of two-thirds of the active members present at any regular meeting, provided the proposed amendment has been submitted in writing at a preceding regular meeting. Such amendments shall, however, not be considered final until they have been submitted to and approved by the EMS board and City Council.

End OF BYLAWS

June, 2023



203 E Jefferson
Prairie City, IA 50228
Phone: 515-994-2649

Memorandum

TO: Mayor and City Council of Prairie City
FROM: Jerry Moore, City Administrator
DATE: May 25, 2023
SUBJ: Parking Time Limit Change Discussion – North side of Jefferson Street, Prairie City Foods, Downtown Square

City Administrative staff were contacted by Jim Bright who asked that the City Council consider changing the parking limit from 4-hour parking to 15 minute parking for customers using the grocery store (Prairie City Foods). He said that generally during evenings, customers (including elderly) are having trouble finding a parking space that's close to the grocery store. The grocery store owner also came to City Hall to express a similar concern about elderly customers have trouble finding parking space close to his business.

The north side of Jefferson Street in the downtown square is posted with a 4-hour parking sign. This is supported by the provision below from the City's Code of Ordinances.

City Code of Ordinance, Ordinance 69.11 indicates the following,

It is unlawful to park any vehicle for a continuous period of more than four hours between the hours of 7:00 a.m. and 5:00 p.m. on each weekday upon the following designated streets:

(Code of Iowa, Sec. 321.236[1])

1. Jefferson Street, on the north side, from Main Street to Marshall Street.
2. Main Street, on the west side, from Jefferson Street to Washington Street.
3. Marshall Street, on the east side, from Jefferson Street to the alley south of Jefferson Street.

Options in response to this matter may include:

1. Keep current ordinance in force.
2. Amend ordinance supporting a new sign for **15 Minute Parking** for a minimum two (2) parking spaces adjacent to the grocery store.
3. Amend ordinance supporting a new sign for **Reserve Parking** for grocery pick-up or shopping only parking for a minimum two (2) parking spaces.
4. Add new parking sign on east side of grocery store for **15 Minute Parking** for a minimum two (2) parking spaces.



203 E Jefferson
Prairie City, IA 50228
Phone: 515-994-2649

Memorandum

TO: Mayor and City Council of Prairie City
FROM: Jerry Moore, City Administrator
DATE: June 5, 2023
SUBJ: Discussion of Public Works Storage Site Screening Options

City Administrative staff were contacted initially by Max Keuning on May 17, 2023, expressing his concerns about the appearance of the Public Works Storage yard located at 807 W 2nd Street. I responded by going to the site and I observed the following items:

- 1 dump truck
- 1 semi-trailer
- 1 roll off container
- 3 bleachers
- Piles of dirt and gravel
- 2 trailers; 1 open and 1 enclosed trailer
- Garbage tote containers

These items appeared to be typical for a storage yard. Mr. Keuning shared with me his concern with the appearance of the storage yard and asked if Public Works staff could remove the broken garbage totes and stack the other garbage totes located on the north and south sides of the building. I discussed this matter with the Public Works staff and asked them to clean up and organize the garbage totes and we also talked about options for improving the site appearance and buffering the site from public view. Jake indicated that he previously had to tell kids to get off of the elevated clear well located on the west side of the building at the water treatment site. Options we discussed include the following.

1. Installing a fence on the north side and south sides of the water treatment plant and storage yard sites.
2. Planting landscaping along the south sides of both sites.
3. Installing a berm along the south side of both sites.
4. Constructing a new building at the storage yard site to store garbage totes and other items.

An appropriation to install fencing along the perimeter of the Water Treatment Plant requested by the Iowa Department of Natural Resources was removed from the Public Works Department budget at the request of the Budget Committee. Also, the tentative Capital Improvement Program used for budgeting of future City projects also identified a new Public Works Building that was not included in the FY23 budget amendment nor the FY24 budget. See the information from the Iowa Department of Natural Resources regarding their annual tree sales program as a possible lower cost solution to screening both sites.

LM 5-18-23

Prairie City - City Hall
Request for Release of Information



REQUESTING PARTY INFORMATION

Name: Max Keuning Date of Request: 5/17/2023
Agency/Company: Resident
Phone: 515-290-5000 Fax: _____ Email: m/Keuning@gmail.com

REQUESTED INFORMATION/DOCUMENTATION

Date: 5/17/2023

Type of Document: _____

Please Add my name to speak to the Council
on the City owned property next to the Water Plant.
Would like Public Works Superintendent to be present to discuss Blight
Specific information needed or information that may help in filling request: and continue of press.
None - I will have pictures.

Fee Schedule

- | | |
|--|---|
| <input type="checkbox"/> Color copies - \$.25 per page | <input type="checkbox"/> Photos/4 per page - \$5.00 |
| <input type="checkbox"/> Video/Audio CD or DVD - \$30.00 | <input type="checkbox"/> Faxed copies: Local/toll free - \$0.50/page
Long distance - \$1.00/page |
| <input type="checkbox"/> Postage for mailed copies - Actual cost | |

Internal Use Only

Authorizing Supervisor: _____ Date: _____

Released to: _____ Date: _____

Amount Received: _____ ☐ Cash ☐ Check

Completed By: _____ Date: _____

Request may be filled within 10 business days and no longer than 20 calendar days
Reports will be fulfilled by mail or made available for pick up at City Hall.

IS CLOSED FOR THE SEASON. We will re-open September 1, 2023 for the fall and next spring

61

HOME ABOUT US WILDLIFE PLANTING TIPS F

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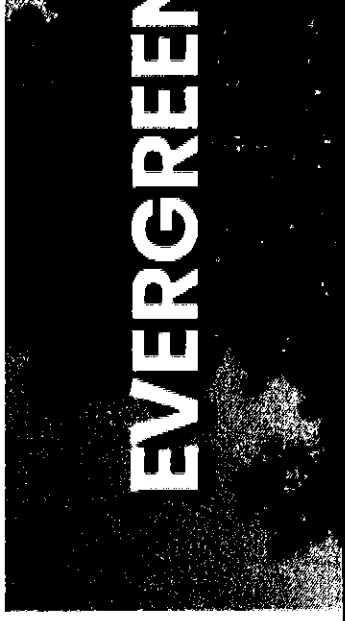
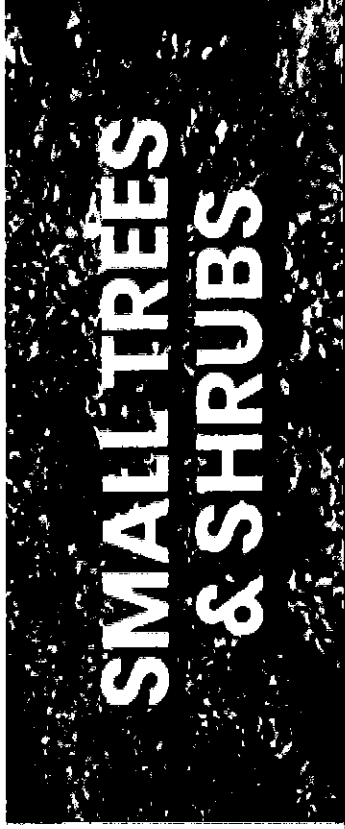
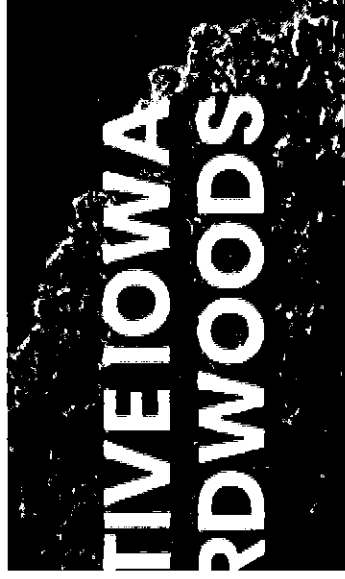
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WOODS SMALL TREES AND SHRUBS EVERGREENS PACKETS

OUR STORE IS CLOSED FOR THE SEASON.

We will re-open September 1, 2023 for the fall and next spring seasons.

Thank you for supporting the State Forest Nursery!





May 30, 2023

Jacob Farlow
308 3rd Street W
Weldon, IA 50264

CITY OF PRAIRIE CITY
203 E. JEFFERSON
P.O. BOX 607
PRAIRIE CITY, IA 50228
PHONE (515) 994-2649
FAX (515) 994-2376

Re: Job Offer – Public Works Employee

Dear Mr. Farlow:

On behalf of the City of Prairie City, we are pleased to offer you the Public Works Employee position with the City of Prairie City. This job offer is contingent upon you successfully passing a criminal background check, physical testing, and the City Council approval at their meeting June 14, 2023, and includes the following details:

1. The position is Public Works Employee with a starting wage of \$27.00 per hour, based on a 40 hour work week, with 80 hours of accrued vacation leave for the first three years, and subject to a six-month performance evaluation.
2. Working hours are 7:00 a.m. to 4:00 p.m. Monday through Friday, and is also subject to on-call rotations, and emergency and related situations and work may involve evenings, week-ends and holidays.
3. Complete the Grade 3 Wastewater Treatment Certification by the end of December 29, 2023.
4. Upon successfully completing the Grade 3 Wastewater Treatment Certification, a \$1.00 per hour pay increase shall be awarded.
5. First day of employment with the City shall be Monday, June 19, 2023.
6. Benefits include health, vision, dental, and term life insurance. Benefits information is attached.
7. Contributions to the Iowa Public Employees Retirement System will be made by the City and you, in accordance with state law.
8. Must reside within 30 minutes of the City of Prairie City.
9. This position reports to the City Administrator.

Please complete and return the attached Criminal History Record Check form and make arrangements to take your physical at the Pella Regional Health Center (515-994-2617), 404 E Second St, Prairie City, IA 50228. Please also sign and return this copy of the letter acknowledging your acceptance of the terms of the job offer and terms of employment with the City. We are confident that you will quickly become a valued member of the team, and we look forward to working with you.

Sincerely,

Jerry Moore
City Administrator
515-994-2649

Enclosure

I accept the offer outlined above.

Name

Date

5-30-23

Resolution No. 6-14-23-2

A Resolution Hiring the New Full-time Public Works Employee

WHEREAS, the City Council at their meeting on 4-12-23 authorized Administrative Staff to publish and post notice for a new Public Works Employee, and

WHEREAS, City Administrative staff and panel interviewed candidates on Thursday, May 25, 2023, and offered the Public Works Employee position to Jacob Farlow, and

WHEREAS, City Administrative staff recommend hiring Jacob Farlow at a starting date of Monday, June 19, 2023, at a starting wage of \$27 an hour with the conditions identified in the May 30, 2023, employment offer letter that includes Mr. Farlow obtaining the Grade 3 Wastewater Treatment Plant Certification by the end of 2023.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Prairie City, IA adopts Resolution 6-14-23-2 in support of the City Administrative staff's recommendation to hire Jacob Farlow with a starting date of Monday, June 19, 2023, at a starting wage of \$27 an hour with the conditions identified in the May 30, 2023, employment offer letter including Mr. Farlow obtaining the Grade 3 Wastewater Treatment Plant Certification by the end of 2023.

Passed and approved June 14, 2023.

Chad D. Alleger, Mayor

Attest:

Christie Busby, City Clerk/Finance Officer

Resolution No. 6-14-23-3

A Resolution Accepting Resignation of a City Council Member and Directing City Administrative Staff to Publish Notice of City Council's Intent to Fill the Vacancy by Appointment Until the Next City Election

WHEREAS, City Council member Chris Laidig sold his residence in the City and is moving out of the state, and

WHEREAS, City Council member Laidig submitted a written resignation to City Administrative staff effective June 12, 2023, and

WHEREAS, chapter 372.13 under the Code of Iowa requires vacancies on the City Council to be filled by appointment of the City Council within 60 days of the vacancy and/or by special election.

NOW THEREFORE BE IT RESOLVED the City Council accepts City Council member Laidig's resignation effective June 12, 2023, and directs the City Administrative staff to publish notice of the City Council's intent to fill the vacancy by appointment until the next regular City election as required under the Code of Iowa Chapter 372.13.

Passed and approved June 14, 2023.

Chad D. Alleger, Mayor

Attest:

Christie Busby, City Clerk/Finance Officer



Memo

To: Mayor and Council
From: Kevin Gott, Chief of Police
CC:
Date: June 5, 2023
Re: Appointment of Reserve Officer

All,

I am requesting that Terry Alfree be appointed as a Reserve Police Officer effective 6-14-23. Terry is a certified Reserve Officer who has fully completed required training by the Iowa Law Enforcement Academy. Terry comes to us from Colfax where he is currently a reserve officer along with being a volunteer firefighter. He also works for the Des Moines ISD as a security officer patrolling their schools after hours and on the weekends. Along with that he is a part time officer at the Iowa State Fair who works events, extra shifts, and the annual State Fair.

I have known Terry for about 10 years and have found him to be dependable, knowledgeable, and performs his job well. He will be an asset to our department since he has proven to be able to patrol on his own and be able to make competent decisions.

I hope you will consider appointing Terry as our new reserve.

Resolution No. 6-14-23-4

A Resolution Hiring the New Reserve Police Officer

WHEREAS, the City's Code of Ordinances Chapter 31 addresses the regulations for Reserve Police Officers, and

WHEREAS, reserve police officers are volunteer, non-regular, sworn members of the Police Department who serve with or without compensation and have regular police powers while functioning as the Police Department's representative, and participate in the agency's activities, including those of crime prevention and control, preservation of the peace and enforcement of the law, and

WHEREAS, reserve police officers shall serve as peace officers on the orders and at the discretion of the Police Chief, and

WHEREAS, Police Chief Gott is requesting the City Council support hiring Reserve Police Officer Terry Allfree who completed required training at the Iowa Law Enforcement Academy.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Prairie City, IA adopts Resolution 6-14-23-4 in support of Police Chief Gott's recommendation to hire Terry Allfree as a Reserve Police Officer effective June 14, 2023.

Passed and approved June 14, 2023.

Chad D. Alleger, Mayor

Attest:

Christie Busby, City Clerk/Finance Officer

City Administration Work Program

<u>Item</u>	<u>Tentative Completion Date</u>	<u>Implementation</u>
1. US 2020 Census Population Challenge	June 30, 2023	CA
2. Comprehensive Plan Update	July 2023	CA, CC, All Staff
3. Employee Manual	July 2023	CA, P&A
4. Capital Improvement Plan	Oct 2023	CA,CC,PW
5. Strategic Plan	Oct 2023	CA, CC, All Staff
6. Downtown Catalyst & Housing Grants	2023 & 2024	CA, CC
7. Server Xerox	Fall 2023	CA, CC, All Staff
8. Library Building	2023	CA, CC, LD, PW
9. Fire EMS Building – Grant/Loan	2024	CA, CC, PW, FC
10. Property Purchase & Water Main Relocation	Dec 2023	CA, CC, PW
11. Application for Boards and Commissions Candidates	June 2023	CA, CC, UC
12. Auditing Report – Changes	Aug 2023	CA, CC
13. Deferred Compensation Program	April 2024	CA, CC, PC, P&A
14. Emergency Preparedness Training – City	2024	CA, CC, PC, FC
15. New Carpet and Window City Hall	Aug 2023	CA, CC, PW
16. H Drive Architecture Organization	June 2023	CA, CC, UC
17. Chicken Ordinance (June meeting 1 st Consideration)	Aug 2023	CA
18. Right-of-way Design Manual	Sept 2023	CA, PW
19. New City Website	July 2023	CA, CC, LD
20. List of Ordinances for Codification	Sept 2023	CA, All Staff
21. Employee Compensation Study	Aug 2023	CA, CC, P&A
22. Staffing Operations Evaluation	Aug 2023	CA, CC, P&A
23. IMWC Firefighter Physicals and Mask Fit Tests - Scheduled	July 2023	CA, CC, FC
24. Property Maintenance and Clean-Up Program	July 2023	CA, PW, PC
25. Interview/hire 2 part time PW staff	Completed	
26. 4 th Public Works Position	Completed (Hiring on 6-14-23 Agenda)	
27. Mayor and City Council Public Works Training	Completed	

Key:

CA – City Administrator

CC – City Clerk/Finance Officer

PW – Public Works Staff

UC – Utility Clerk

LD – Library Director

FC – Fire Chief

PC – Police Chief

P&A – Policy and Administration Committee