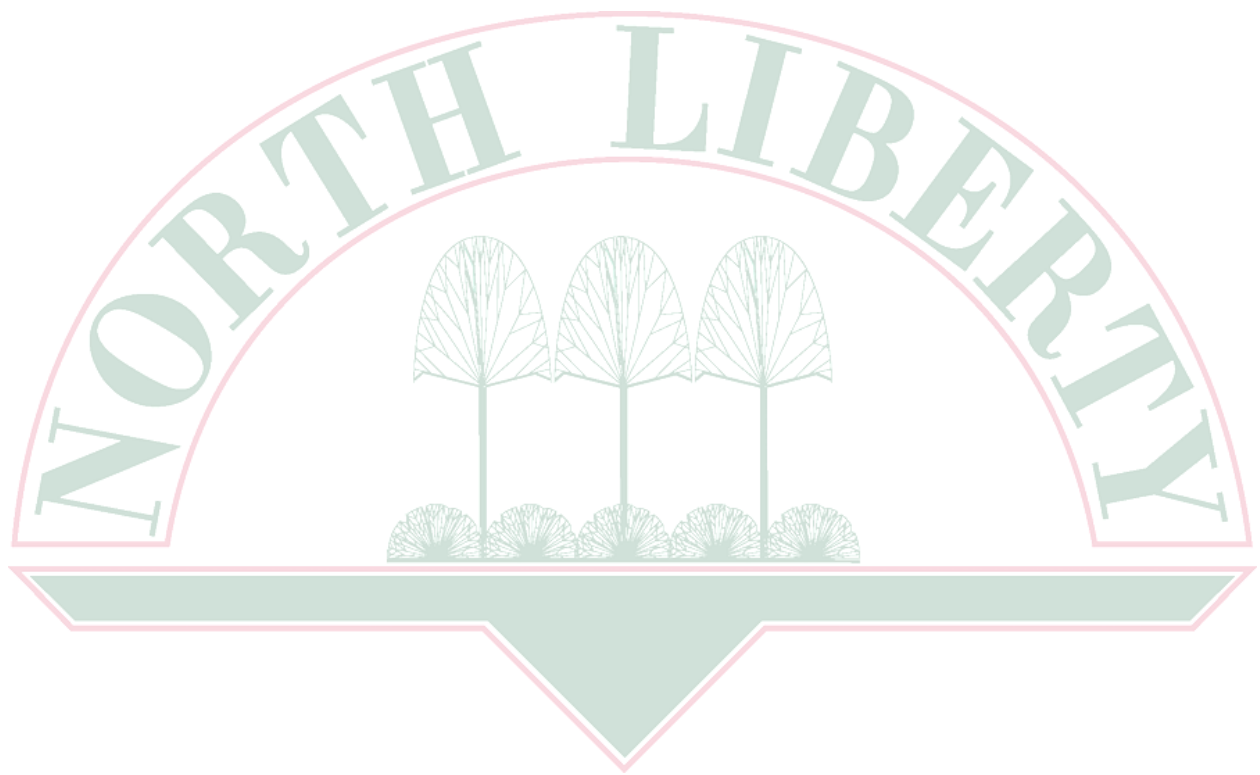




North Liberty City Council  
Regular Session  
September 26, 2017

# City Administrator Memo





# City Council Memo

for September 26, 2017

from the desk of Ryan C. Heiar

## Meetings & Events

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**Monday, Sep 25 at 6:30p.m.**  
Transit Task Force

**Tuesday, Sep 26 at 6:30p.m.**  
City Council

**Wednesday, Sep 27 – Friday, Sep 29**  
Iowa League of Cities Annual  
Conference and Exhibit

**Monday, Oct 2 at 6:30p.m.**  
Communications Commission

**Tuesday, Oct 3 at 6:30p.m.**  
Planning Commission

**Wednesday, Oct 4 at 6:30p.m.**  
Transit Task Force

**Thursday, Oct 5 at 6:30p.m.**  
Parks & Recreation  
Commission

**Tuesday, Oct 10 at 6:30p.m.**  
City Council

**Wednesday, Oct 11 at 7:00p.m.**  
Tree & Storm Water Board

## Consent Agenda

The following items are on the consent agenda and included in your packet:

- City Council Minutes (09/12/17)
- Claims
- August Revenues & Treasurer Report
- Phase 1 Water System Improvements – Division III – Well Construction & Rehabilitation, Pay Application #8, Gingerich Well & Pump Service, \$84,486.82

## Police Station Design Contract

Included in your packet is an agreement with Police Facility Design Group (PFDG) out of Kansas City, Missouri for design and construction administration of the new police station. The Selection Committee reviewed seven qualification submittals, eventually interviewing James Estes with PFDG. The Committee was impressed with the firm's experience and success in law enforcement projects in Iowa and the mid-west. In addition to reviewing the submittal and interviewing Mr. Estes, Chief Venenga toured two Iowa facilities (Ankeny and Marion) that were designed by PFDG. The Chief was impressed with the facilities, and the staff at those locations had positive things to say about their new facility and experience with PFDG.

The agreement with PFDG is in the amount of \$345,300, plus reimbursable expenses, which are estimated on Exhibit A to be just over \$10,000. If approved on Tuesday, the design team can begin immediately and the facility could be constructed and occupied as early as July 2019. The Committee recommends approval of the design and administration agreement with PFDG.

## Squash Bend Easement

This easement, generally located between Centro Inc. and North Dubuque Street and across private property for potential future public utilities, was negotiated with the owner of the property and his engineer to ensure proper public water and sewer service availability using the most logical path through a smaller parcel the owner plans to retain to

## Ryan C. Heiar, City Administrator

rheiar@northlibertyiowa.org • office (319) 626-5700 • fax (319) 626-3288 • cell (319) 541-8404

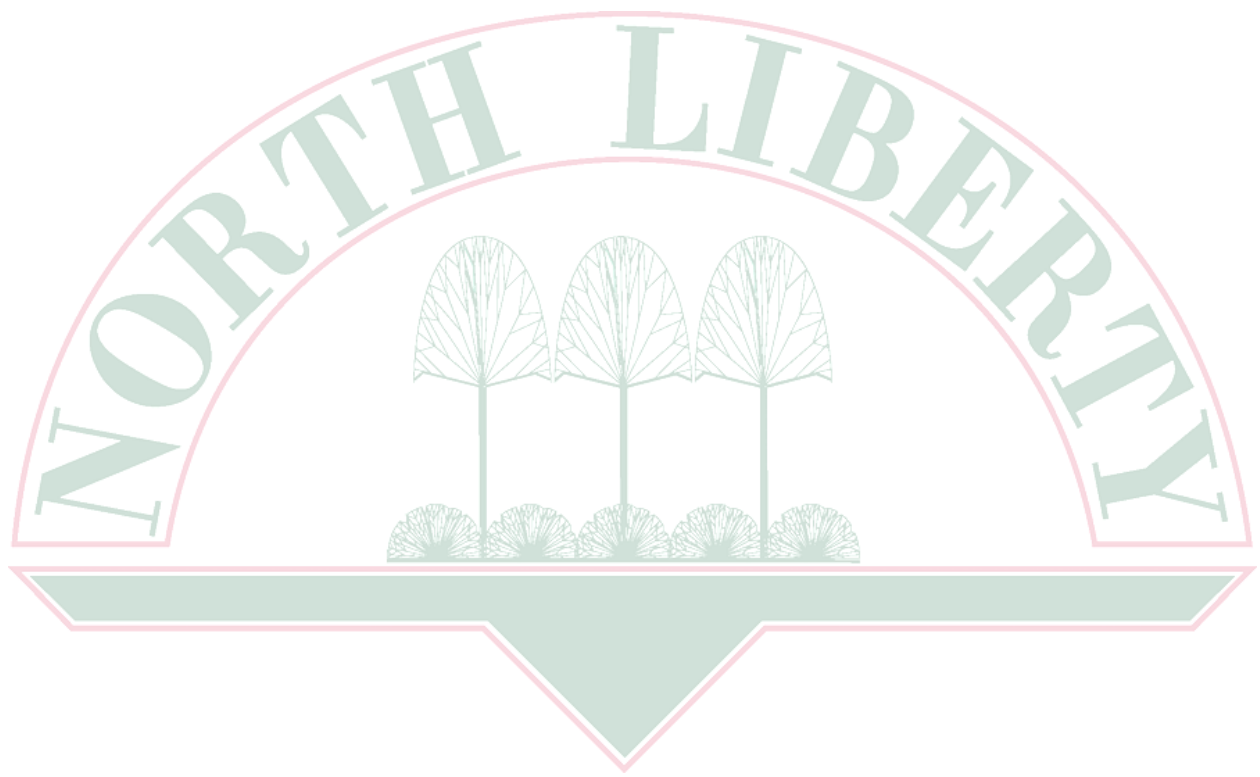
reach a large parcel the owner intends to sell. Staff recommends approval of the easement agreement included in your packet.

### **Fats, Oils & Greases (FOG) Ordinance Amendment, 3<sup>rd</sup> & Final Reading**

The proposed ordinance makes changes to Chapter 97 of the North Liberty Code related to the City's sanitary sewer system. Specifically, this ordinance updates the fats, oils and grease (FOG) requirements to be consistent with the building code as well as help comply with the IDNR's issued permitting limits for the wastewater treatment plant. Generally, these revisions will have minimal or no impact on the average home or business owner. The City currently requires businesses with a FOG recovery system (commonly referred to as a grease trap) to maintain the system and file regular reports with the Wastewater Department. Unfortunately, with limited staff time the Wastewater Department has not been able to regularly follow up with non-complying businesses. In addition to seeking approval of this ordinance, staff will be working with a third party vendor to further implement this program. The concept is very similar to the recently approved backflow prevention program (in fact it's the same company) where the company will send out letters and notices to businesses with these recovery systems.

The intent of a FOG program and limiting the amount of fats, oils and greases that go down the sewer is twofold. First, when these substances go into the sewer they harden and will block flow in the pipes, resulting in a much slower flow or a total blockage that can and has caused backups. Second, the substances are very hard on the treatment process and the mechanical pieces of the plant and can affect the effluent leaving the plant. If a substantial amount of fats, oils and greases are allowed into the system, it could knock the plant out of compliance. With more and more businesses that require recovery systems locating in North Liberty, it is time to step up regulation and compliance of these issues.

# Agenda





## **AGENDA**

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North Liberty City Council  
September 26, 2017  
Regular Session  
6:30 p.m.  
City Council Chambers  
1 Quail Creek Circle

1. Call to order
2. Roll call
3. Approval of the Agenda
4. Consent Agenda
  - A. City Council Minutes, Regular Session, September 12, 2017
  - B. Claims
  - C. August Revenues
  - D. August Treasurer Report
  - E. Phase I-Water System Improvements: Division III-Well Construction and Rehabilitation, Pay Application Number 8, Gingerich Well & Pump Service, \$84,486.82
5. Public Comment
6. City Planner Report
7. City Engineer Report
8. City Attorney Report
9. Assistant City Administrator Report
10. City Administrator Report
11. Mayor Report

12. Police Department Design

- A. Resolution Number 2017-111, A Resolution Approving the Contract for Design Services for a North Liberty Police Station between Police Facility Design Group, P.A. and the City of North Liberty, Iowa

13. Squash Bend Easement

- A. Resolution Number 2017-112, A Resolution approving the Sanitary Sewer and Water Main Easement Agreement between Centro, Inc. and the City of North Liberty, Iowa

14. Fats, Oil and Greases Ordinance Amendment

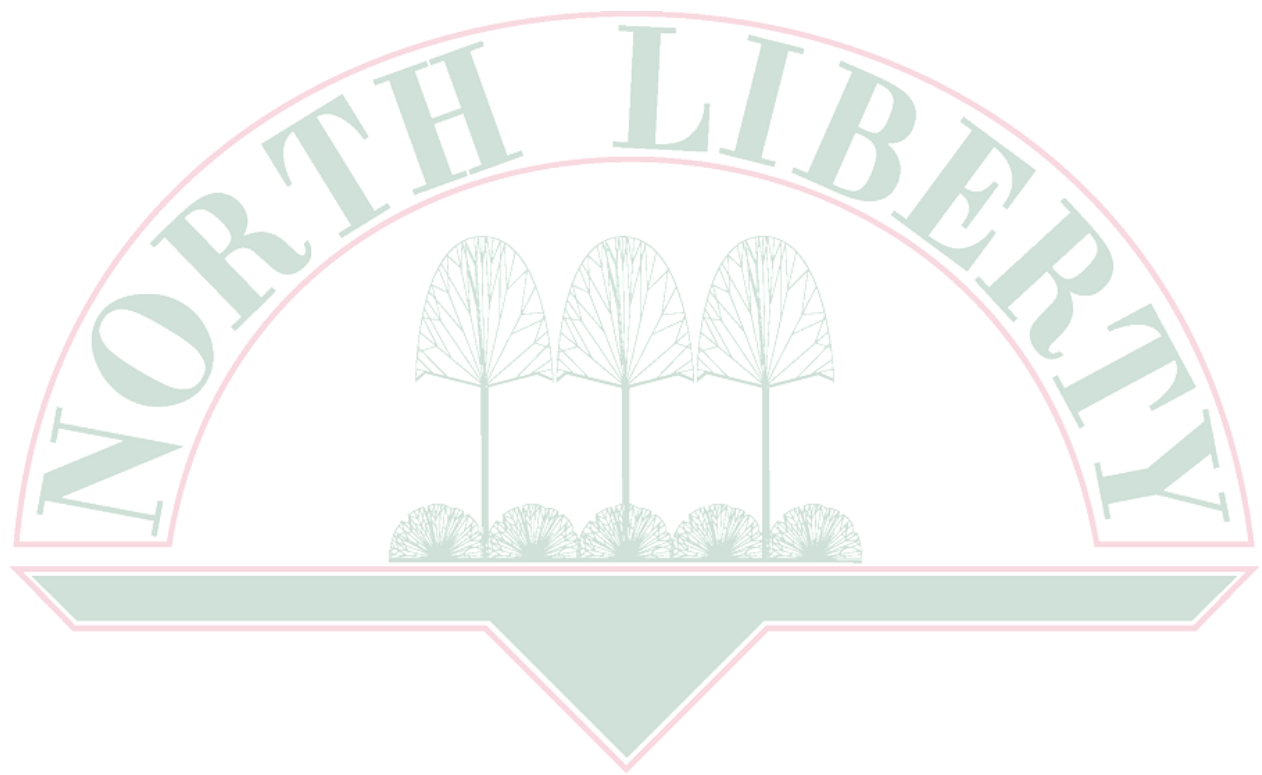
- A. Third consideration and adoption of Ordinance Number 2017-10, an Ordinance amending Chapter 97 of the North Liberty Code of Ordinances amending Sections 97.03, 97.04, 97.08 and 97.09 to establish regulations for fats, oil and grease discharge

15. Old Business

16. New Business

17. Adjournment

# Consent Agenda







## **Minutes**

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North Liberty City Council  
September 12, 2017  
Regular Session  
City Council Chambers  
1 Quail Creek Circle

### **Call to order**

Mayor Terry Donahue called the September 12, 2017 Regular Session of the North Liberty City Council to order. Councilors present: Chris Hoffman, Sarah Madsen, Annie Pollock, Jim Sayre and Brian Wayson.

Others present: Ryan Heiar, Angela McConville, Tracey Mulcahey, Scott Peterson, Brian Platz, Kevin Trom, Dean Wheatley, Megan Benischek, Brenda Platz, John Hruby, Amanda Hruby and other interested parties.

### **Approval of the Agenda**

Pollock moved, Madsen seconded to approve the agenda. The vote was all ayes. Agenda approved.

### **Consent Agenda**

Sayre moved, Wayson seconded to approve the Consent Agenda including City Council Minutes from the Regular Session on August 22, 2017; the attached list of Claims; the Liquor License Renewal for Gasby's II, Class C Beer Permit with Sunday sales endorsement; the Liquor License Renewal for Mirabito's Italian, Special Class C Liquor License (Beer/Wine); Change Order Number 5 for the North Liberty Road Project to Metro Pavers in the amount of \$19,215.71; Pay Application Number 7 for the North Liberty Road Project to Metro Pavers in the amount of \$593,353.71; Pay Application Number 24R for the Phase II WWTP Improvements to Tricon Construction Group in the amount of \$57,856.83; Change Order Number 6 for the Phase 1 Water System Improvements – Division 1 Water Plant, to Portzen Construction Inc. in the amount of \$20,030.00; Pay Application Number 11 for the Phase 1 Water System Improvements – Division 1 Water Plant to Portzen Construction Inc. in the amount of \$963,287.65; and Pay Application Number 3 for the North Liberty Brine Facility Project to Garling Construction Inc. in the amount of \$30,590.00. The vote was all ayes. Consent Agenda approved.

### **Public Comment**

No public comment was offered.

### **City Planner Report**

City Planner Dean Wheatley reported on the MPOJC observations on traffic at the new Liberty High School. Per the report, traffic is functioning “beautifully.” Council discussed the report with Wheatley.

#### **City Engineer Report**

City Engineer Kevin Trom reported that he and Street Superintendent Michael Pentecost attended the preconstruction meeting for the Forevergreen Road interchange project. The contractor is starting work this fall. The water plant portion of the Water System Project continues to progress. The contractor is working on the building, site paving and landscaping. The Highway 965, Phase 3 design has received minor comments from IDOT on the preliminary plant submittal. Shive-Hattery is still working on the infoworks video. North Liberty Road Phase 2 Project paving is complete. Accessory work continues. The contractor has used 76% of the time allotted and has completed 93% of the work. The road is expected to be open in approximately four weeks. IDOT had to cancel the appointment for the Penn Street final walk through. It will be rescheduled. The Water Storage/Maintenance/Brine building project contractor has site utilities complete and is planning to seed and install erosion controls. The contractor estimates that the project will be completed a month early. Site surveys on new projects are underway. Design work will begin soon on the trails network project, Front Street and Kansas Avenue. Council discussed the report with Trom.

#### **City Attorney Report**

City Attorney Scott Peterson updated Council on the corrected easement exhibits on the J & A Site Plan agenda item. Peterson provided an update on the Gerard v. Seymour and the City of North Liberty case. He was in court on a fairly routine traffic case today. The police officers are doing very well in their handling of cases. The magistrates have respect for the officers. He attended an informal meeting of Johnson County governmental attorneys today.

#### **Assistant City Administrator Report**

Assistant City Administrator Tracey Mulcahey reported that she will be attending Department of Justice grant administration training in Washington DC next week. Staff will be starting FY 19 budget work. She is working on getting out last funds for SQR. All on the waiting list will be eligible to be assisted. Council discussed the report with Mulcahey.

#### **City Administrator Report**

City Administrator Ryan Heiar reported that after the concern on Dubuque Street was brought forward, Pentecost began working with Alliant Energy and Linn County REC regarding proposals on streetlights. The Police Department RFQ review team is recommending the Police Facility Design Group for police station design. The agreement will be on the next Council agenda. Heiar introduced Angela McConville the City's Special Projects Coordinator.

#### **Mayor Report**

Mayor Donahue read the Table to Table proclamation. Donahue reported on the Fire Department's dedication of monument and garden for 9/11. Chief Schmooke spoke regarding the dedication.

#### **Fire Chief Appointment**

Chief Schmooke introduced the new North Liberty Fire Chief, Brian Platz. Platz spoke regarding the appointment. Hoffman moved, Wayson seconded to approve Resolution Number 2017-111, A Resolution approving the appointment of Brian R. Platz as the Fire Chief for the City of North Liberty, Iowa. After discussion, the vote was: ayes – Wayson, Madsen, Sayre, Pollock, Hoffman; nays – none. Motion carried.

### **J & A Tap Revised Site Plan**

Wheatley reported that Staff & Commission recommend approval of the application. Council discussed the application with Wheatley.

John & Amanda Hruby presented additional information and offered to answer questions.

Pollock moved, Sayre seconded to approve Resolution Number 2017-106, A Resolution approving the Revised Development Site Plan for J & A Tap, 440 North Dubuque Street, North Liberty, Iowa. After discussion, the vote was: ayes – Madsen, Wayson, Pollock, Sayre, Hoffman; nays – none. Motion carried.

Hoffman moved, Madsen seconded to approve Resolution Number 2017-108, A resolution approving Sanitary and Storm Sewer Easement and Sidewalk Easement Agreements between John Hruby and Amanda Lynne-Hruby, Owners of J&A Tap, and the City of North Liberty, Iowa. The vote was: ayes – Madsen, Wayson, Hoffman, Pollock, Sayre; nays – none. Motion carried.

### **Harvest Estates II, Part Four**

Hoffman moved, Wayson seconded to approve Resolution Number 2017-107, A Resolution approving the Final Plat and accepting improvements for Harvest Estates II, Part Four, North Liberty, Iowa. The vote was: ayes – Pollock, Sayre, Hoffman, Wayson, Madsen; nays – none. Motion carried.

### **Investment Policy**

Mulcahey presented information regarding the updated Investment Policy. Madsen moved, Pollock seconded to approve Resolution Number 2017-109, A Resolution approving the Investment Policy for the City of North Liberty, Iowa. The vote was: ayes – Sayre, Wayson, Hoffman, Pollock, Madsen; nays – none. Motion carried.

### **Waterway Agreement**

Peterson presented information regarding the proposed agreement. Council discussed the agreement with staff. Wayson moved, Sayre seconded to approve Resolution Number 2017-110, A Resolution approving the Waterway Agreement between the City of North Liberty and Colony, Inc. that establishes the terms and conditions under which a new grass waterway will be constructed on Colony Inc.'s property. The vote was: ayes – Wayson, Sayre, Madsen, Pollock, Hoffman; nays – none. Motion carried.

### **Fats, Oil and Greases Ordinance Amendment**

Wayson moved, Hoffman seconded to approve the second consideration of Ordinance Number 2017-10, an Ordinance amending Chapter 97 of the North Liberty Code of Ordinances amending Sections 97.03, 97.04, 97.08 and 97.09 to establish regulations for fats, oil and grease discharge. The vote was: ayes – Hoffman, Wayson, Madsen, Sayre, Pollock; nays – none. Motion carried.

### **Old Business**

Councilor Pollock asked about the information in the Police Department monthly report regarding an officer being deployed for a year. She asked if the city plans to backfill the position. Heiar reported that he and Chief Venenga will be discussing soon. Councilor Pollock requested a more formal strategic planning process. She indicated that goal setting does not meet her request.

### **New Business**

Councilor Wayson reported that Johnson County has a preapproved FEMA plan. He turned in his candidate application for the upcoming election. Councilor Sayre requested an update on the Transit

Advisory Committee. Mayor Donahue will establish the process with Heiar and Wheatley. Councilor Pollock's paperwork is in too.

**Adjournment**

Mayor Donahue adjourned the meeting at 7:15 p.m.

**CITY OF NORTH LIBERTY**

By: \_\_\_\_\_  
Terry L. Donahue, Mayor

Attest:

\_\_\_\_\_  
Tracey Mulcahey, City Clerk

AUGUST 31ST, 2017

|                           | MONTH-TO-DATE<br>BALANCE | YEAR-TO-DATE<br>BALANCE |
|---------------------------|--------------------------|-------------------------|
| 010-GENERAL FUND          | 341,888.32               | 839,464.15              |
| 011-FIRE EQUIPMENT CAPITA | 16,614.26                | 21,284.38               |
| 012-LIBRARY CAPITAL FUND  | 120.10                   | 180.70                  |
| 013-RECREATION CAPITAL FU | 0.00                     | 0.00                    |
| 014-POLICE CAPITAL FUND   | 880.00                   | 2,650.38                |
| 015-TRANSPORTATION IMPACT | 84,679.43                | 71,295.43               |
| 016-STORMWATER IMPACT FEE | 0.00                     | 0.00                    |
| 017-TREE PROGRAM          | 0.00                     | 0.00                    |
| 018-PARK CAPITAL FUND     | 0.00                     | 0.00                    |
| 019-YOUTH SPORTS SCHOLARS | 1,258.67                 | 2,325.41                |
| 020-EQUIPMENT REVOLVING   | 122.47                   | 297.61                  |
| 021-TELECOMMUNICATIONS EQ | 0.00                     | 0.00                    |
| 022-LIBRARY TAG           | 0.00                     | 0.00                    |
| 023-LIBRARY ENDOWMENT     | 0.00                     | 0.00                    |
| 024-DRUG TASK FORCE       | 0.00                     | 0.00                    |
| 025-POLICE SEIZED FUNDS   | 0.00                     | 0.00                    |
| 060-ROAD USE TAX FUND     | 245,020.01               | 482,097.79              |
| 061-STREET CAPITAL PROJEC | 237,033.00               | 567,035.00              |
| 062-IJOBS STREETS         | 0.00                     | 0.00                    |
| 090-TIF FUND              | 5,273.53                 | 18,489.59               |
| 110-DEBT SERVICE FUND     | 230.91                   | 3,423.97                |
| 210-TRUST AND AGENCY      | 142.36                   | 4,396.21                |
| 280-CUSTOMER DEPOSITS     | 21,670.00                | 57,370.00               |
| 310-COMMUNITY CENTER II C | 0.00                     | 0.00                    |
| 311-FRONT STREET RECONSTR | 0.00                     | 0.00                    |
| 312-CHERRY STREET RECONST | 0.00                     | 0.00                    |
| 313-TIF PROJECTS          | 0.00                     | 0.00                    |
| 314-ENTRYWAY DEVELOPMENT  | 0.00                     | 0.00                    |
| 315-HIGHWAY 965 IMPROVEME | 0.00                     | 0.00                    |
| 316-COMMUNITY CENTER PHAS | 0.00                     | 0.00                    |
| 317-TRAIL PROJECTS        | 0.00                     | 0.00                    |
| 318-EC DEVELOPMENT PROJEC | 0.00                     | 0.00                    |
| 319-PENN STREET IMPROVEME | 0.00                     | 0.00                    |
| 320-LIBERTY CENTER PROJEC | 0.00                     | 0.00                    |
| 321-LAND/FACILITIES       | 0.00                     | 0.00                    |
| 322-LIBRARY BUILDING FUND | 10.51                    | 21.02                   |
| 323-LIBERTY CENTRE BLUES/ | 0.00                     | 0.00                    |
| 324-RANSHAW HOUSE PROJECT | 0.00                     | 0.00                    |
| 510-WATER FUND            | 310,386.65               | 635,529.86              |
| 511-WATER CAPITAL RESERVE | 0.00                     | 0.00                    |
| 512-WATER SINKING FUND    | 101,095.58               | 202,191.16              |
| 513-WATER BOND RESERVE    | 0.00                     | 0.00                    |
| 514-WATER CAPITAL PROJECT | 2,054,619.65             | 2,054,619.65            |
| 520-SEWER FUND            | 371,930.76               | 756,665.64              |
| 521-SEWER CAPITAL RESERVE | 27,498.00                | 58,007.00               |
| 522-SEWER SINKING FUND    | 183,967.75               | 367,935.50              |
| 523-WASTEWATER TREATMENT  | 528,270.75               | 528,270.75              |
| 524-SEWER TRUNK AND I&I   | 262,421.00               | 262,421.00              |
| 525-SEWER DEBT SERVICE RE | 0.00                     | 0.00                    |
| 530-STORMWATER MANAGEMENT | 17,559.00                | 34,575.00               |
| 532-STORMWATER SINKING FU | 0.00                     | 0.00                    |
| GRAND TOTAL REVENUE       | 4,812,692.71             | 6,970,547.20            |

|                        |                      |                     |                      |                      |  |
|------------------------|----------------------|---------------------|----------------------|----------------------|--|
| CITY OF NORTH LIBERTY  |                      |                     |                      |                      |  |
| TREASURER'S REPORT     |                      |                     |                      |                      |  |
| August 31, 2017        |                      |                     |                      |                      |  |
| FUNDS                  | BALANCE<br>FORWARD   | REVENUE             | EXPENSE              | BALANCE ENDING       |  |
|                        | 08/01/2017           |                     |                      | 08/31/2017           |  |
|                        |                      |                     |                      |                      |  |
| GENERAL                | 7,746,686.62         | 445,885.98          | -1,417,357.37        | 6,775,215.23         |  |
|                        |                      |                     |                      |                      |  |
| SPECIAL REVENUE        | 3,122,968.10         | 250,435.90          | -131,737.06          | 3,241,666.94         |  |
|                        |                      |                     |                      |                      |  |
| DEBT SERVICE           | 428,256.23           | 230.91              | 0.00                 | 428,487.14           |  |
|                        |                      |                     |                      |                      |  |
| CAPITAL PROJECTS       | -990,387.92          | 237,043.51          | -688,339.29          | -1,441,683.70        |  |
|                        |                      |                     |                      |                      |  |
| WATER ENTERPRISE       | 3,232,309.15         | 2,509,601.64        | -1,252,633.96        | 4,489,276.83         |  |
|                        |                      |                     |                      |                      |  |
| WASTEWATER ENTERPRISE  | 3,148,031.59         | 1,392,450.99        | -774,127.77          | 3,766,354.81         |  |
|                        |                      |                     |                      |                      |  |
| STORM WATER ENTERPRISE | 162,651.07           | 17,612.19           | -5,285.36            | 174,977.90           |  |
|                        |                      |                     |                      |                      |  |
| <b>TOTAL</b>           | <b>16,850,514.84</b> | <b>4,853,261.12</b> | <b>-4,269,480.81</b> | <b>17,434,295.15</b> |  |

## Contractor's Application for Payment No. 8

|  |  |   |
|--|--|---|
| Application Period:<br>9/6/2017  |  | Application Date:<br>9/14/2017                |
| To<br>City of North Liberty<br>(Owner): Quail Creek Circle<br>North Liberty, IA 52317              | From (Contractor):<br>Gingerich Well & Pump Service  | Via (Engineer):<br>Fox Engineering Associates |
| Project:<br>Phase I-Water System Improvements<br>Division III-Well Construction and Rehabilitation | Contract:<br>City of North Liberty Phase I-Water System<br>Improvements Division III-Well Construction<br>and Rehabilitation |   |
| Owner's Contract No.:<br>FS-52-14-DWSRF-020  | Contractor's Project No.:  | Engineer's Project No.:<br>3373-15A           |

### Application For Payment

#### Change Order Summary

| Approved Change Orders         |             |            | 1. ORIGINAL CONTRACT PRICE.....                                | \$ 2,880,094.00 |
|--------------------------------|-------------|------------|--|-----------------|
| Number                         | Additions   | Deductions | 2. Net change by Change Orders.....                            | \$ 19,050.00    |
| 1                              | \$19,050.00 |            | 3. Current Contract Price (Line 1 ± 2).....                    | \$ 2,899,144.00 |
|                                |             |            | 4. TOTAL COMPLETED AND STORED TO DATE                          |                 |
|                                |             |            | (Column F total on Progress Estimates).....                    | \$ 2,233,151.50 |
|                                |             |            | 5. RETAINAGE:  |                 |
|                                |             |            | a. 5% X \$2,144,218.00 Work Completed.....                     | \$ 107,210.90   |
|                                |             |            | b. 5% X \$88,933.50 Stored Material.....                       | \$ 4,446.68     |
|                                |             |            | c. Total Retainage (Line 5.a + Line 5.b).....                  | \$ 111,657.58   |
|                                |             |            | 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....            | \$ 2,121,493.93 |
|                                |             |            | 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... | \$ 2,037,007.10 |
|                                |             |            | 8. AMOUNT DUE THIS APPLICATION.....                            | \$ 84,486.82    |
|                                |             |            | 9. BALANCE TO FINISH, PLUS RETAINAGE                           |                 |
|                                |             |            | (Column G total on Progress Estimates + Line 5.c above).....   | \$ 777,650.08   |
| TOTALS                         | \$19,050.00 |            |  |                 |
| NET CHANGE BY<br>CHANGE ORDERS | \$19,050.00 |            |  |                 |

#### Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

#### Contractor Signature

By: Jill Williams-Gingerich Well & Pump Service

Date: 9/14/2017

Payment of: \$ **\$84,486.82**  
(Line 8 or other - attach explanation of the other amount)

is recommended by: Taylor Stapper **9/20/2017**  
(Engineer) (Date)

Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_  
(Owner) (Date)

Approved by: \_\_\_\_\_  
Funding or Financing Entity (if applicable) (Date)

# **Police Department Design Contract**







**Police Facility Design Group**  
500 Grand Boulevard Suite 201A  
KANSAS CITY, MISSOURI 64106  
(816) 298-6700

*exclusively dedicated to public  
safety facility planning since 1978*



# Police Department

North Liberty, Iowa



August 4, 2017

***Request for Qualifications  
New Police Station Design***



## Police Facility Design Group

500 Grand Boulevard Suite 201A  
Kansas City, Missouri 64016  
(816) 298-6700

# Cover Letter

August 4, 2017

City of North Liberty, IA  
Dean Wheatley, City Planning Director

RE: Request for Qualifications  
New Police Station Design

Dear Mr. Wheatley and members of the selection committee:

We are pleased to have the opportunity to submit our proposal for this very important project. We appreciate the time and effort put forth by each selection committee member in consideration of our qualifications.

Nothing will be more critical to the successful outcome of your project than your choice of the design professionals entrusted by the City to guide project development, and the relationship you form with them. This building will impact your community for many years to come. Wise decisions now will yield efficient, cost effective delivery of important public safety services now and into the future. Experience is the best insurance policy you can buy to ensure the most successful outcome.

No firm anywhere in the country has more experience in police facility design than Police Facility Design Group (PFDG). PFDG has been involved in well over 200 projects involving police and justice facilities. In addition to being a full service architectural firm, we provide formal instruction to communities across the country on the successful development of public safety facilities. Each year, our instructional work culminates with our three day "Successful Facility Planning Seminar" held here in Kansas City.

We recently completed the Marion, Iowa Police Facility and we are currently working with the City of Burlington, Iowa on their new police facility. We are very familiar with eastern Iowa having been privileged to work there prior.

We are pleased to combine our national expertise in police facility design, with the exceptional talents of local firm MMS Consultants. MMS has completed numerous projects in North Liberty, and continues to play a role in the ongoing development of your community. They

pride themselves on intelligent, economical solutions, helping clients understand each option so that the best decisions can be made.

We can state with utmost confidence and sincerity that the design team we propose in this submittal brings to the City of North Liberty unparalleled qualifications for this unique project type.

We believe our team will ensure the most successful results for the City of North Liberty for the following reasons:

**1. Credible and justifiable planning.** We understand this building type, the operations, and the needs of modern police departments. We approach the planning and design of these facilities based on standards for the building type. Because of this, we can always justify to city leaders and the community the planning we've established, allowing the project to move forward with the confidence of those parties.

**2. Detailed knowledge.** Our knowledge of the smallest details and products means we specify time tested materials and assemblies that result in long term value to the Owner. We are less likely to overlook required elements in the design development phase, that once identified in the construction phase, create unnecessary change orders.

**3. Relationship.** We take great pride in our work and the final product we produce, yet nothing is more important than the relationships we establish. We care about people and will always act in a fair and professional manner. We will do everything within our power to satisfy our clients. Our word is important to us. What we say, we will do.

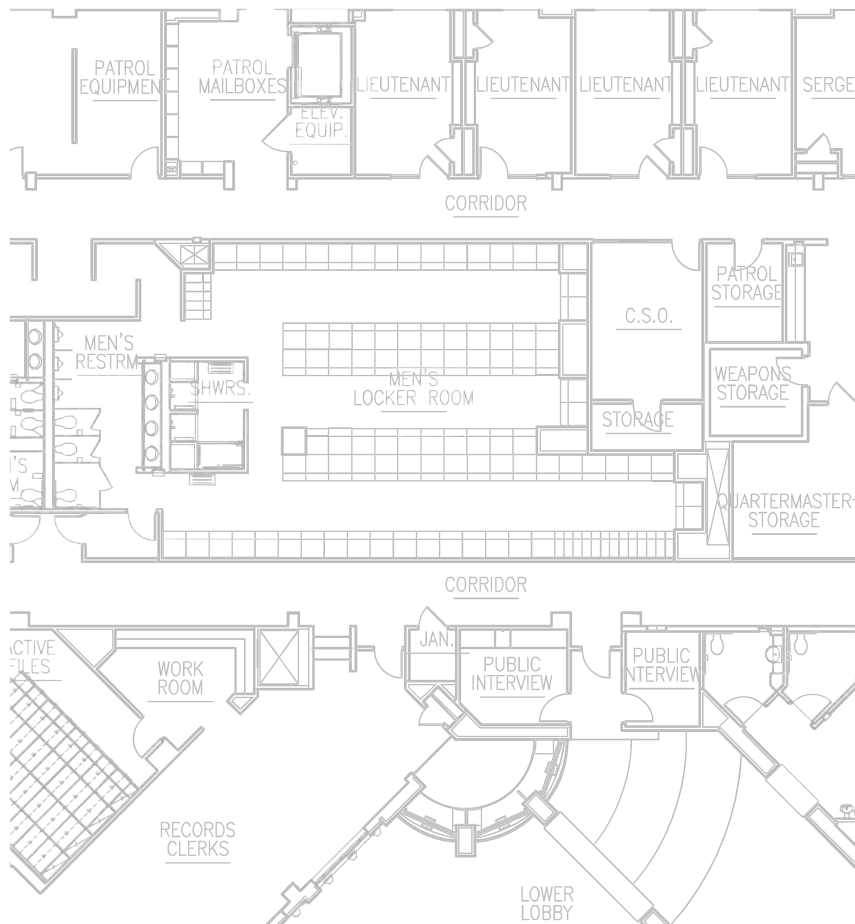
It is our hope that this proposal will illustrate our knowledge of this building type, and understanding of the project to your satisfaction. Our commitment and passion to the proper development of this facility type extends to each project we are privileged to be involved with.

Respectfully submitted,

James Estes  
Principal In Charge  
(816) 298-6700 x302  
james.estes@policearchitects.com



# Table of Contents



1. Firm Information
2. Qualifications
3. Key Personnel
4. Experience and References
5. Letters of Recommendation
6. Estimated Fees
7. Timeline

# 1. firm information

## Firm Name/Location

### Police Facility Design Group P.A.

500 Grand Boulevard Suite 201A  
Kansas City, MO 64106  
(816) 298-6700

## Organization Type

S-Corporation

## Date of Formation

July, 1999

## Name of Original Organization

Polson Architects - Law Enforcement Specialists

## Date of Original Formation

1978

## Primary Contact

James Estes, President, Principal-in-charge

## E-Mail Address

james.estes@policearchitects.com

## Phone

816-398-670, x 302

## Website

policearchitects.com

## Firms History

Formerly Wilson Estes Police Architects, we recently changed our name to Police Facility Design Group to more clearly communicate who we are and what we do. Police Facility Design Group was founded in 1978 as "Polson Architects, Law Enforcement Specialists", following the completion of participation in a four-year federal study to understand the limitations deficient facilities have on the delivery of police services. The firm, originally located in Champaign, Illinois, moved to Kansas City in 1986. Architect James Estes joined the firm that year, succeeding Polson in 1998. The firm's focus continued to be exclusively dedicated to public safety facility planning and design. To further this goal, and after many years of providing facility planning assistance and instruction through the IACP, the firm founded the Police Facility Planning Institute (PFPI). PFPI serves as a means to disseminate information on sound facility planning practices to communities across the country, and conducts our popular "Successful Facility Planning" seminars.





## 2. qualifications



### Description of Firm's Philosophy

The practice of architecture takes an immense amount of training and continuing education to maintain a high level of proficiency in the primary tasks involved with the mechanics of designing and constructing complex buildings. Of equal importance, it takes an in-depth understanding of the operations of the particular building's occupant and the job requirements of the specific personnel within to achieve the most responsive buildings. We believe our sole focus on one building type affords us with the user groups perspective, allowing us to see the building as the occupants that will occupy it do.



- We employ LEED accredited professionals, with prior completion of LEED certified Gold and Silver projects. We are committed to providing facilities that are energy efficient and meet sustainable design objectives for clients that are not interested in obtaining formal LEED certification.

### SERVICES

We are a full-service public architectural firm providing planning and design services to communities across the country as follows:

#### In House:

- Master Planning
- Need Assessment & Program Development
- Feasibility Studies & Due Diligence Investigation
- Existing Facility Analysis
- Building Code & Accessibility Analysis
- Site Analysis & Evaluation
- Conceptual Design & Visualization
- Architectural Design
- Bidding & Construction Documents
- Cost Estimation
- Security/Surveillance Assessment & Design
- Construction Contract Administration
- Sustainable Design / LEED Certification Management
- Post Occupancy Evaluation

#### Out of House:

- Civil Engineering, Surveying, and Landscape Architecture
- Mechanical, Electrical, Plumbing, and Information Technology
- Structural Engineering
- Fixtures, Furnishings and Equipment
- Audio/Visual and Acoustics
- Commissioning

## about mms . . .

MMS Consultants, Inc.  
1917 S. Gilbert  
Iowa City, IA 52240  
319.351.8282 | FAX: 319.351.8476

[www.mmsconsultants.net](http://www.mmsconsultants.net)  
Duane Musser, PLA  
[d.musser@mmsconsultants.net](mailto:d.musser@mmsconsultants.net)



**MMS Consultants, Inc.**  
*Experts in Planning and Development Since 1975*



MMS Consultants, Inc. of Eastern Iowa provides professional civil engineering and land surveying services. Founded in 1975, MMS celebrated its 40th anniversary in 2015.

Our many services range from single-lot **surveys** to complete project consulting, such as **concept planning, schematic design, design development, construction documents, bidding assistance, contract and construction administration, construction staking** and **construction inspection**. We offer our services in the private and public sectors, including educational, municipal, commercial and residential projects. Our specialties include athletic field design, storm-water management and hydrology, and land development.

Our experienced team of civil engineers, land surveyors and landscape architects have been integral contributors to multiple engineering projects in Eastern Iowa.

- We work with clients who want intelligent, economical solutions.
- We help them achieve success by providing smart advice, accurate documentation and a smooth, collaborative path to project completion.

“

*We are committed to helping clients understand every option with enough information to make the best decision easy, management to make the project path smooth, and the expertise to make every outcome successful.*

”

### HOW WE WORK

We are a team of 38 professionals with more than **420 years** of combined experience. Our staff includes **12** engineers (8 licensed). We have **6** survey party chiefs and **4** licensed surveyors. We are proud to have served more than **10,000** clients on more than **40,000** public and private land development projects. Many on our team have been at MMS for more than **20** years and know the city very well.

- We will help identify the challenges and work out smart solutions through ongoing dialogue.
- We offer innovative thinking and flexibility, because we understand; change happens and visions evolve.

### 3. key personnel

#### JAMES ESTES, RA - Principal

Police Facility Design Group, P.A.



#### Role

As Principal for the design team, James will be directly involved in the early critical phases involving programming and design. James will maintain involvement throughout the project, with ultimate accountability to the Owner.

#### Strengths and Assets

James teaches on the topic of successful law enforcement facility development and is a lead instructor for the Police Facility Planning Institute. With his many years in the specialization of this building type, he has gained a great deal of understanding with regard to police operations and how their facilities can impact their operations. He feels his greatest strength is a design approach that represents the perspective of the police personnel he serves, the ability to lead his clients, and to understand while listening to the client's goals and concerns.

#### REGISTRATION / ASSOCIATIONS

Registered Architect  
National Council of Architectural Registration Boards  
Professional Registration in Multiple States

#### EDUCATION

Kansas State University  
Bachelor of Architecture, 1986

#### Experience

34 years

#### EMPLOYMENT EXPERIENCE

**Architecture Unlimited**  
1983 - 1985  
**Police Facility Design Group**  
1986 - Present

#### RECENT POLICE EXPERIENCE

- O'Fallon Justice Center  
O'Fallon, Missouri
- Clarksville Police Facility  
Clarksville, Missouri
- Clayton Police Headquarters  
Clayton, Missouri
- Owasso Police Department  
Owasso, Oklahoma
- Creve Coeur Police Facility  
Creve Coeur, Missouri
- Pearland Police and Courts Building  
Pearland, Texas
- Harlingen Police and Courts Facility  
Harlingen, Texas
- Marion Police Headquarters  
Marion, Iowa
- Brenham Police Headquarters  
Brenham, Texas
- Ankeny Public Safety Center  
Ankeny, Iowa
- Grand Island Law Enforcement Center  
Grand Island, Nebraska
- Manchester Police Headquarters  
Manchester, Missouri
- Conway Central Police Facility  
Conway, Arkansas
- Pittsburg Police & Courts Facility  
Pittsburg, Kansas
- Daytona Beach Police HQ Design  
Daytona Beach, Florida
- Burlington Law Enforcement Center  
Burlington, Iowa
- Highland Public Safety Facility  
Highland, Indiana
- Kannapolis Public Safety Facility  
Kannapolis, North Carolina
- Bellevue Police Facility  
Bellevue, Nebraska
- North Kansas City Police Facility  
North Kansas City, Missouri
- Papillion Police Headquarters  
Papillion, Nebraska
- Cleveland Police Facility  
Cleveland, Tennessee

### 3. key personnel

#### MATT VEASMAN, LEED AP - Project Manager

Police Facility Design Group



#### Role

Matt will serve as Project Manager. He will work closely with James to convert concept designs into detailed facilities. Matt will direct other assigned staff in the production related to the project, including the development of construction drawings and specifications.

#### Strengths and Assets

Matt is the firm's LEED Accredited Professional. He ensures that sustainable design strategies are employed but always balanced with initial construction costs. With a vast amount of experience running projects from start to finish, he is highly skilled in AutoCAD, Revit, Sketch Up, and other methods of project visualization and documentation. Matt excels in the use of Building Information Modeling (BIM). Matt's greatest strength lies in his in-depth understanding of construction details and methods. His experience gives him the ability to work successfully with clients, consultants, and contractors, meeting schedules and budgets while providing innovative and functional design.

#### REGISTRATION / ASSOCIATIONS

LEED Accredited Professional

#### EDUCATION

Kansas State University  
Bachelor of Architecture, 1999

#### Experience

18 years

#### EMPLOYMENT EXPERIENCE

Gould Evans Goodman Associates  
1999 - 2006  
Police Facility Design Group  
2006 - Present

#### RECENT POLICE EXPERIENCE

O'Fallon Justice Center  
O'Fallon, Missouri  
Creve Coeur Police Facility  
Creve Coeur, Missouri  
Burlington Law Enforcement Center  
Burlington, Iowa  
Owasso Police Department  
Owasso, Oklahoma  
Independence Police Facility Renovation  
Independence, Missouri  
Clarksville Police Facility  
Clarksville, Missouri  
Marion Police Headquarters  
Marion, Iowa  
Clayton Police Headquarters  
Clayton, Missouri  
Pearland Public Safety Building  
Pearland, Texas  
Fayetteville Prosecutor's Court  
Fayetteville, Arkansas  
Papillion Fire Station #2  
Papillion, Nebraska  
Kannapolis Police, Fire & Emergency  
Operations  
Kannapolis, North Carolina  
Highland Public Safety Facilities  
Highland, Indiana



## **JASON NEWLAND, RA - Architect**

Police Facility Design Group, P.A.



### **Role**

Jason Newland is involved with much of the production of construction documents including the working drawings and specifications.

### **Education**

University of Kansas,  
Bachelor of Architecture - 2005

### **REGISTRATION / ASSOCIATIONS**

Registered Architect  
National Council of Architectural Registration  
Boards  
Professional Registration in Kansas and Missouri

### **EMPLOYMENT EXPERIENCE**

#### **Klover Architects**

2005 - 2006

#### **Wendlandt and Stallbaumer Architects**

2006 - 2008

#### **Jantsch Architects, Inc.**

2008 - 2016

#### **Police Facility Design Group**

2016 - Present

### **RECENT POLICE EXPERIENCE**

#### **Owasso Police Department**

Owasso, Oklahoma

#### **Burlington Law Enforcement Center**

Burlington, Iowa

#### **Creve Coeur Police Facility**

Creve Coeur, Missouri

### **Other Project Experience**

#### **Historic Congress Building Renovation**

Kansas City, Missouri

#### **Historic Muehlebach Building Renovation**

Kansas City, Missouri

#### **Seton Community Center Expansion & Renovation**

Kansas City, Missouri

### 3. key personnel

*At MMS, we know that communication throughout every project is critical. That's why we provide a primary contact person for every project to answer all questions and deliver progress reports until the project is successfully completed.*

#### DUANE MUSSER, VICE PRESIDENT/PL.A.

Duane is an experienced landscape architect and land planner, as well as a leader in business development at MMS Consultants.

He is responsible for the layout, design and development planning of commercial and residential developments, and multifamily subdivisions. Duane — who has been with MMS for 24 of his 26 years in the business — also does computer drafting for all phases of land planning, construction drawings, topographical surveys, site plans and lot surveys.

He's often to be found at municipal meetings, shepherding a client's project through the approval process, or facilitating good neighbor meetings. It is this variety of challenges in the work and project management that drives Duane.

Examples of professional work include:

#### MUNICIPAL

Washington Plaza, downtown Iowa City

#### INSTITUTIONAL

Veritas Church, Coralville

University of Iowa Medical Clinic, Olde Towne Village, Iowa City

#### COMMERCIAL

Springhill Suites, Coralville

Fairfield Inn and Suites, Coralville

Walgreens drugstore, Coralville

Grand Rail Plaza, North Liberty

Coral Galleria, Coralville

#### RESIDENTIAL

Old Town, Coralville, Iowa (mixed use)

Churchill Meadows Parts 1-3, Iowa City

Scanlon Farms-North Ridge, North Liberty

Dahnovan Estates, North Liberty

Arlington Ridge Parts 1-7, North Liberty



#### EDUCATION

- Bachelor of Science in Landscape Architecture, Iowa State University, 1990

#### REGISTRATION

- Professional Landscape Architect, Iowa #395

#### MEMBERSHIPS

- American Society of Landscape Architects
- Iowa Chapter ASLA

#### CONTACT

Office: 319.351.8282

Mobile: 319.631.2850

Fax: 319.351.8476

### 3. key personnel

#### KELLY BECKLER, PRESIDENT/P.E.

Kelly's 23 years with MMS Consultants include design and analysis for residential, commercial and industrial development projects, as well as extensive experience with multifamily site plan design, school site design and athletic field design. He is also experienced in project administration and construction inspection.

What drives Kelly as a civil engineer is being able to influence responsible and positive growth in the communities of Eastern Iowa. His projects involve hydrologic studies, storm sewer hydraulics, storm-water management facilities, wastewater collection systems, water distribution systems and street design.

Examples of relevant professional work include:

#### MUNICIPAL

- Kalona Downtown Revitalization, 2010, Kalona
- North Riverside Drive Drainage Project, Iowa City

#### SCHOOLS

- Liberty High School, Iowa City Community School District (ICCS), North Liberty
- Alexander Elementary, ICCSD, Iowa City
- Hoover East Elementary, ICCSD, Iowa City
- Van Allen Elementary, ICCSD, North Liberty
- North Central Junior High, ICCSD, North Liberty
- Buford Garner Elementary, ICCSD, North Liberty
- Norman Borlaug Elementary, ICCSD, Coralville
- Elementary school addition, Lisbon Community School District, Lisbon
- High school addition, West Branch Community School District, West Branch
- High school track and football field, Highland Community School District, Riverside
- High school softball field improvements, Clear Creek Amana Community School District, Tiffin
- High school softball field, Oelwein Community School District,



#### EDUCATION

- Bachelor of Science in Engineering, University of Iowa, 1994

#### REGISTRATION

- Licensed Professional Engineer, Iowa #14624

#### MEMBERSHIPS

- American Society of Civil Engineers

#### CONTACT

Office: 319.351.8282

Mobile: 319.631.2850

Fax: 319.351.8476

[k.beckler@mmsconsultants.net](mailto:k.beckler@mmsconsultants.net)

[www.mmsconsultants.net](http://www.mmsconsultants.net)

### 3. key personnel

#### LUKE NEWTON, P.L.A.

Luke's 17 years of experience include project management, site design and landscape plans for numerous commercial, residential and public sites.

He has been responsible for the layout, design and developmental planning of commercial sites, academic and athletic facilities, single-family and multifamily residential subdivisions, public parks, trails and park features. Splash pads and ball fields are some of his specialties.

His experience includes all phases of land planning, site plans, construction document preparation and construction administration.

Examples of relevant professional work include:

- Fairmeadows Park Splash Pad, Iowa City, Iowa
- South Sycamore Greenway Trail, Iowa City, Iowa
- Iowa City Skate Park, Merrill Park, Iowa City, Iowa
- University of Iowa Westlawn Retaining Wall, Iowa City, Iowa
- Liberty High School, ICCSD, North Liberty, Iowa
- Court Hill Trail, Phase III, Scott Park, Iowa City, Iowa
- Highland Track & Football Field, Riverside, Iowa
- Dows Street Streetscape Project, Ely, Iowa
- Kalona Downtown Revitalization, Kalona, Iowa
- Oxford Elementary Playground & Parking Renovation, CCA, Oxford, Iowa
- Oelwein High School entrance plaza, Oelwein, Iowa
- West High School plaza and front entrances, ICCSD, Iowa City, Iowa
- West High tennis court improvements, ICCSD, Iowa City, Iowa
- City High sidewalk renovation, ICCSD, Iowa City, Iowa



#### EDUCATION

- Bachelor of Science in Landscape Architecture, Iowa State University, 1999
- Study abroad, University of Western Australia, 1997

#### REGISTRATION

Professional Landscape Architect, Iowa #437

#### CONTACT

Office: 319.351.8282

Fax: 319.351.8476

[l.newton@mmsconsultants.net](mailto:l.newton@mmsconsultants.net)

[www.mmsconsultants.net](http://www.mmsconsultants.net)

### 3. key personnel

#### SCOTT B. POTTORFF, P.E.

Scott's 15 years of civil engineering experience includes four years as the assistant Benton County engineer before coming to MMS. With Benton County, he was involved in highway and bridge design and highway geometric design.

At MMS, he serves as one of the lead engineers working with the Iowa City Community School District to execute its 10-year master plan. His experience also includes acting as city engineer for the City of Ely and City of Riverside, and other municipal work in the cities of Montezuma, Victor and Brooklyn.

Scott has been with MMS for 11 years.

Examples of relevant professional work include:

#### SCHOOLS

- ICCSD 10 Classroom Buildings, Phases 1-4, Iowa City
- Alexander Elementary School, ICCSD, Iowa City
- Penn Elementary School Addition, ICCSD, North Liberty
- ICCSD Annual District wide Asphalt Assessment and Repair Program
- ICCSD Safety and Security (Fencing) Project
- Iowa City West High Storm Sewer Improvements

#### MUNICIPAL

- City Engineer, Ely
- City Engineer, Riverside
- MWD Davis Addition, including Highway 1 turn lane, Iowa City
- Highway 1/Kitty Lee Road Right-Turn Lane, Iowa City
- Highway 1 Widening and Turn Lanes, Solon
- 2007 Street Improvements Project, Montezuma
- Town Square Streetscape Improvements Project, Montezuma
- Third Street Resurfacing Project, Victor
- Dows Street Resurfacing Project, Ely



#### EDUCATION

Bachelor of Science in Civil Engineering,  
University of Iowa, 1999

#### REGISTRATION

- Licensed Professional Engineer  
Iowa #16932

#### MEMBERSHIPS

American Society of Civil Engineers

#### CERTIFICATIONS

Iowa DOT Aggregate I and II  
Iowa DOT PCC I  
Iowa DOT HMA I

#### CONTACT

Office: 319.351.8282

Fax: 319.351.8476

s.pottorff@mmsconsultants.net

www.mmsconsultants.net

### O'FALLON JUSTICE CENTER

O'Fallon, Missouri

The 80,000+ square foot justice center will house a police station and municipal court. The state-of-the-art facility is designed to meet the needs of a modern police force while enabling the City of O'Fallon to continue providing the highest level of service to its residents and businesses and enable the department to grow to meet the projected needs through 2040.

**Completed** Estimated Fall 2017

**Design cost** \$1,834,515  
**Bid Cost** \$24,473,985

**Size** 86,000 SF

**Personnel** James Estes  
Matt Veasman

**Contact** Kyle Kelley, Major  
100 North Main Street  
O'Fallon, MO 63366  
(636) 240-3200





### CREVE COEUR POLICE FACILITY

Creve Coeur, Missouri

Currently in the final design stages, with construction completion anticipated in late 2018, this two story modern police facility contains all functions of the Creve Coeur, MO Police Department. Consisting of approximately **26,000 sf**, the project is being developed utilizing a construction management form of delivery.

Situated along the primary artery of North New Ballas Road, the City maintained a strong desire for the new police facility to run parallel to City Hall and front the street, creating a strong identity as a government center. Due to the steeply contoured site, architects had to design creatively in order to accomplish this goal. Not only was the goal accomplished, architects used the sloping site to achieve two grade level access points that created a natural separation of public and staff areas. A clean modern front elevation at the upper grade level exposed the public face of the building and created a strong identifiable public entry. The lower level rear elevation provides a protected entry for the staff and a desirable degree of concealment for all of the fleet parking.

|                  |   |
|------------------|---|
| <b>Completed</b> | Estimated Fall 2018   |
| <b>Size</b>      | 26,000 SF   |
| <b>Personnel</b> | James Estes<br>Matt Veasman<br>Jason Newland  |
| <b>Contact</b>   | Glenn A Eidman, Chief<br>300 N New Ballas Rd<br>Saint Louis, MO 63141<br>(314) 432-8000<br>geidman@crevecoeurmo.gov |



### CLARKSVILLE POLICE FACILITY

Clarksville, Arkansas

Current and future needs were considered by Police Facility Design Group in the design of the new 14,000 SF police building for the City of Clarksville, Arkansas. The new facility accommodates all municipal law enforcement functions, including emergency communications. The inviting public lobby provides ample natural light and public contact points for both records and dispatch. Immediately adjacent to the public lobby is a flexible use multipurpose space that provides needed space for in-service training, community events and, if necessary, emergency operations center functionality. Critical portions of the building are storm-hardened to provide safety for police personnel and continued operation during emergency events.

|                    |  |
|--------------------|--|
| <b>Completed</b>   | January, 2015  |
| <b>Design Cost</b> | \$ 233,750   |
| <b>Final Cost</b>  | \$ 2,712,424   |
| <b>Size</b>        | 14,00 SF   |
| <b>Personnel</b>   | James Estes<br>Matt Veasman  |
| <b>Contact</b>     | Kevin Weathers, Chief<br>1008 W Main Street<br>Clarksville, AR 72830<br>(479) 754-8100 |





### MARION POLICE FACILITY

Marion, Iowa

This new police headquarters project will serve the needs of the growing city of Marion, Iowa for decades to come. The project design responds to two critical mandates from the police department – uncompromising functionality and design character the community can take pride in. While the City elected not to pursue formal LEED certification, the project is sustainably designed to take advantage of energy conservation measures possible within the project budget. The design team worked with an energy consultant and the local utility companies to maximize both life-cycle cost savings. The project accommodates all law enforcement operations including emergency communications and training. A tactical firing range was planned for the project and space is provided for future range construction in the basement area. A central lobby element connects all public contact points and includes a multi-purpose space for in-service training and community meetings.

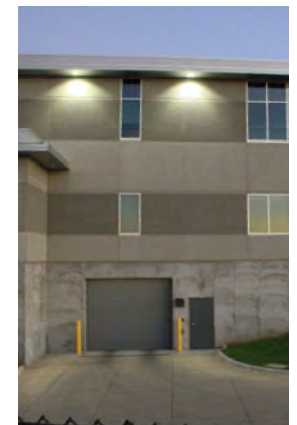
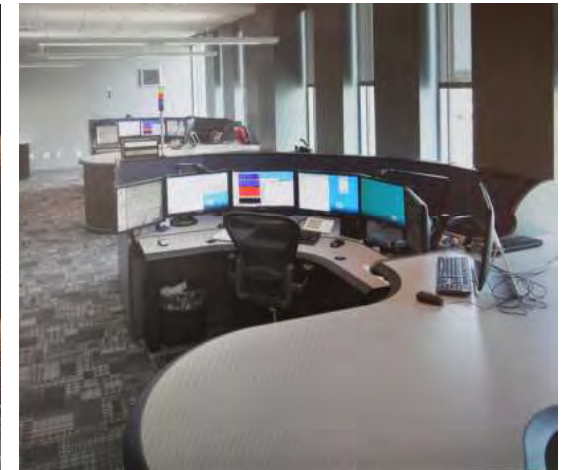
**Completed** November, 2013

**Design Cost** \$739,000  
**Final Cost** \$10,029,049

**Size** 41,000 SF

**Personnel** James Estes  
Matt Veasman

**Contact** Doug Slagle, Captain  
6315 Highway 151  
Marion, IA 52302  
(319) 377-1511



### PEARLAND PUBLIC SAFETY CENTER

Pearland, Texas

The new 81,000 square foot Pearland Public Safety Center houses the rapidly growing police department, as well as the municipal courts. It also provides space for City Utility billing services inside the facility or at a drive-up location, the County Tax Assessors office, and an Emergency Operations Center. With the various agencies occupying space in the building, design care had to be given to ensure proper security measures were met, and functions requiring a high degree of confidentiality were maintained. Construction began in the Fall of 2008 for this project utilizing design-build as the delivery method for developing the project. The state of the art building is designed to meet LEED Silver certification.

**Completed** May, 2010

**Design Cost** \$1,691,000

**Final Cost** \$19,880,000

**Size** 81,000 SF

**Personnel** James Estes  
Matt Veasman

**Contact** Skipper Jones, Project Manager  
3519 Liberty Drive  
Pearland, TX 77581  
(281) 652-1748





### PAPILLION POLICE HEADQUARTERS

Papillion, Nebraska

This project is now serving as headquarters for the growing police department in Papillion, Nebraska.

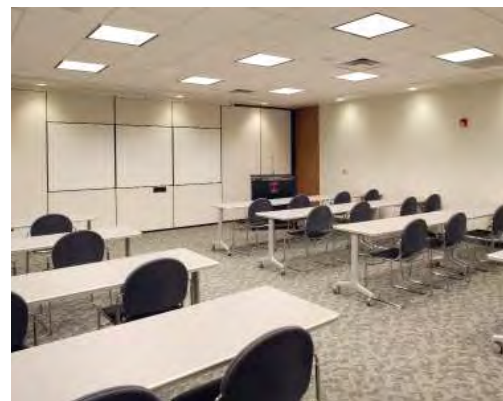
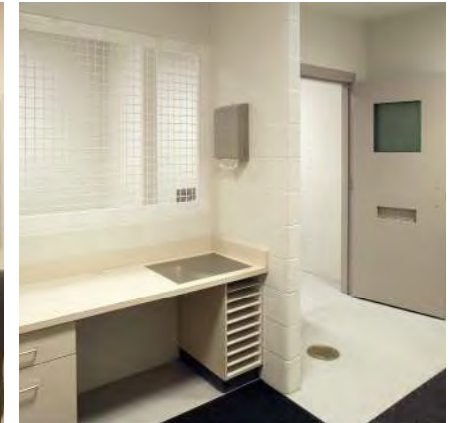
The 22,000 square foot facility houses all police department functions and includes a large multi-use space that can be used for both police training and community functions. A large lobby with ample natural lighting has public contact points for records, administration and community policing personnel. The site is large enough for both building and parking expansion, which will allow the new facility to function beyond the 20-year planning horizon.

**Completed** March, 2009

**Design Cost** \$373,413  
**Final Cost** \$3,264,444

**Personnel** James Estes

**Contact** Dan Hoines  
122 E. 3rd Street  
Papillion, NE 68046  
(402) 597-2000



### ANKENY PUBLIC SAFETY FACILITY

Ankeny, Iowa

The new 75,000 square foot Public Safety Headquarters building for the City of Ankeny, Iowa will serve a community currently experiencing rapid population growth. The new facility will eventually become a critical part of a new mixed-use development which will eventually be geographically centered within the city limits of Ankeny. The facility is designed to accommodate department growth over a 20-year period. Though the Owner chose not to pursue LEED certification, they still desired to have the architects employ the use of sustainable design practices in this energy efficient building.

The building features a drive-through basement parking garage and a state-of-the-art tactical firing range. Site features include a large public plaza area which incorporates a police officer's memorial to honor those who have fallen in the line of duty as well as adequate green space adjacent to the building to allow for facility expansion beyond the 20-year planning horizon.

**Completed** April, 2009

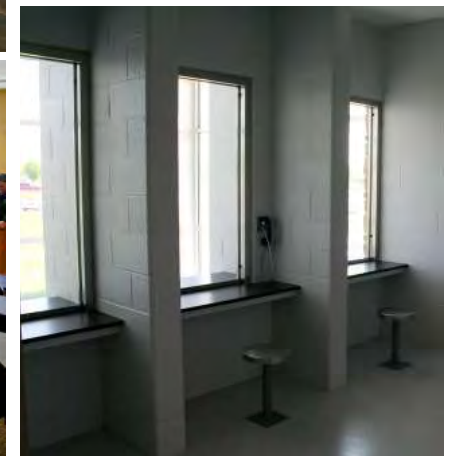
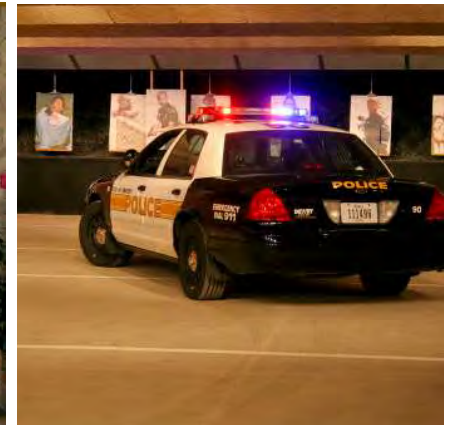
**Design Cost** \$1,113,595

**Final Cost** \$15,294,496

**Size** 75,000 SF

**Personnel** James Estes  
Matt Veasman

**Contact** Gary Mikulec  
411 SW Ordinance Road  
Ankeny, IA 50023  
515 289-5240





### CONWAY POLICE FACILITY

Conway, Arkansas

The Conway police facility consolidates all police operations into their newly opened 29,000 square foot building. Planning was geared to accommodate needs 20-years into the future. In addition, shell space was created on part of the second floor to provide well beyond that time frame.

With a desire to remain in the downtown urban core, the choice of locations was limited. The property supporting the existing facility was deemed far more valuable than the structure itself. After a detailed need study, it was determined that acquiring the adjacent properties when combined with the existing police building site would provide the required acreage. Respecting the urban context and the pedestrian friendly, mid-western feel of the downtown, architects sited the building against the streets. A two-story cylindrical lobby element brings drama to the structure and reinforces a circular corner entry plaza.

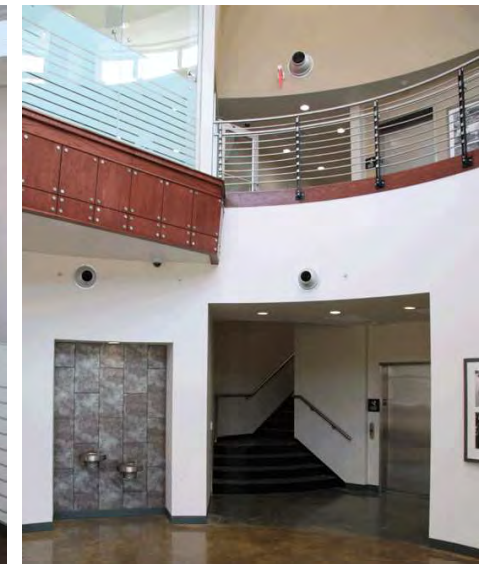
**Completed** April, 2009

**Design Cost** \$514,980

**Final Cost** \$6,555,000

**Personnel** James Estes  
Matt Veasman  
Byran Emas

**Contact** A.J. Gary, Chief of Police  
1105 Prairie Street  
Conway, AR 72032  
(501) 450-6126



### FAYETTEVILLE DISTRICT COURT

Fayetteville, Arkansas

The initial need study encompassed a Public Safety Facility consisting of Police, Courts, and Fire Administration of approximately 100,000 square feet. As the process evolved, disparate site requirements dictated a separate and distinct location for the District Court. This also established an opportunity for the City to phase the projects construction costs. The structure also houses the offices of the City Prosecutor.

The 14,000 square foot, one-story building was designed be LEED certified Silver at completion, meeting the City's new mandate for all future municipal buildings. In addition to a variety of active green strategies, the architects employed passive design methods including the use of a sod roof overlay, pushing the actual certification to LEED Gold.

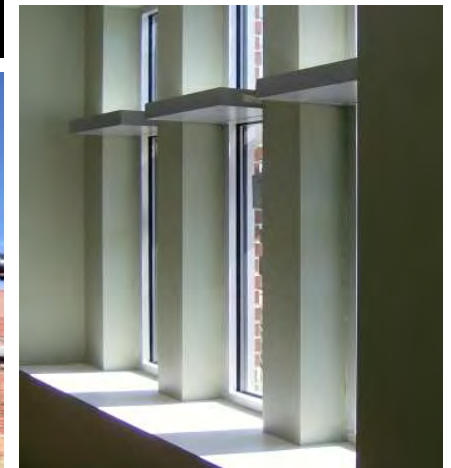
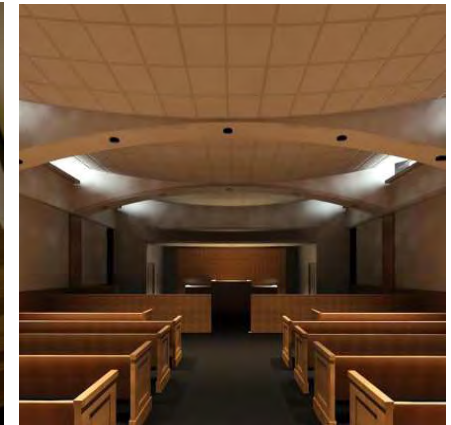
**Completed** December, 2009

**Design Cost** \$305,000  
**Final Cost** \$3,511,700

**Size** 14,100 SF

**Personnel** James Estes  
Matt Veasman

**Contact** Dena Stockalper, Court Administrator  
176 S. Church Ave  
Fayetteville, AR 72701  
(479) 587-3598





### MANCHESTER POLICE FACILITY

Manchester, Missouri

The plans for the new Manchester Police facility were on the street in 2004 when the City put a hold on the project. A developer approached the City with the idea of developing a major mixed use commercial project. Their plan was to utilize the City property supporting the construction of the police building. In exchange for the property, the development company would provide a parcel of land with the development for the new police building.

Manchester is known as a traditional City. Their prominent architecture conveys traditional neo-classical style. It was mandatory that the imagery of the new police building reflect this style.

**Completed** August, 2009

**Design Cost** \$570,120  
**Final Cost** \$6,975,000

**Size** 27,000 SF

**Personnel** James Estes  
Paul Michell  
Matt Veasman  
Jeremy Levasseur

**Contact** Ed Blattner, Former City Administrator  
(Currently with City of Arnold, MO)  
(636) 282-6650



## 4. project experience

### johnson county emergency communications center

The Joint Emergency Communications Center houses the 9-1-1 and all Emergency Communications for Johnson County. The Johnson County Emergency Management Agency (EMA) is also located in the same facility. The Joint Emergency Communications Center (JECC) serves as the epicenter for emergency communications for the citizens of Johnson County.

MMS provided topographic surveying, site design, civil engineering, landscape architecture and construction staking for the project. Notable design features include pervious concrete pavement in the parking areas and significant site security features including a “moat” on the perimeter of the facility.

Scott Pottorff, Civil Design  
Luke Newton, Landscape Architecture





## 4. project experience

### coralville fire station #1 addition



MMS Consultants was retained to complete surveys and design utility connections for the addition to the existing fire station adjacent to the Coralville City Hall. The project was completed in 2012.



**MMS Consultants, Inc.**  
Experts in Planning and Development Since 1975

## 4. project experience

### iowa city fire station #2

MMS was responsible for site and landscape design services for the Iowa City fire station at the corner of Melrose and Emerald. The site's topography presented a challenge. Emerald drops quickly at an approximate 8 degree grade. Site drainage and the designed systems of the building required a number of design solutions to ensure reliable performance while still meeting project timeframes and budgets.



**MMS Consultants, Inc.**  
*Experts in Planning and Development Since 1975*

## 5. letters of recommendation

### MARION Police Department

6315 Highway 151  
Marion, Iowa 52302  
[www.cityofmarion.org](http://www.cityofmarion.org)



June 15, 2016

RE: Letter of Recommendation for Wilson Estes Police Architects

To Whom It May Concern:

In 2011, the City of Marion, Iowa engaged in building a new police facility; our first new police building since 1984. During this time I was placed in charge of representing the police department to which I have no prior experience in anything involving this level of construction. Fortunately, the City of Marion chose Wilson Estes Police Architects to partner with for the design and construction management of this project.

During this project, and even yet today, the support and direction of Wilson Estes Police Architects has been exceptional. Their guidance and experience in this type of construction was invaluable.

I reserve and value providing my recommendation for anyone or organization and will only if I have great confidence. I am humbled and honored to provide Wilson Estes Police Architects my highest recommendation for any organization he chooses to become involved with.

Sincerely,

Douglas A. Slagle  
Police Captain



June 15, 2016

Re: Letter of Reference / Wilson-Estes Architects.

Dear Sir/Madam,

Your community will have many good choices from which to select an architectural firm as you progress with your plans to construct a law enforcement facility.

In 2007 we faced similar challenges and conducted an exhaustive selection process intended to float the best architectural firm regardless of cost. We fortunately had outstanding submittals however our selection was relatively easy. Our choice in 2007 was Wilson-Estes Architects out of Kansas City, MO. The separation became obvious during our Q & A when other firms told us what to build, but Wilson-Estes asked us what we would like in a new facility. The difference in approach was obvious and measurable. We had a voice in our construction ideas which were easily incorporated into the plans.

We found Wilson-Estes to be very thorough, comprehensive and extremely patient with our many questions during planning and construction. The Ankeny Police Department was constructed at the cost predicted despite on-going weather delays associated with the heavy rains of 2008.

In conclusion Wilson-Estes Architects performed as requested. They focus exclusively on law enforcement facilities and easily tracked with the terminology and complexities associated with our facility demands. Our experience remained positive throughout the construction process and their support following construction was on-going and expedient.

Sincerely,

Gary J. Mikulec  
Chief of Police

# 5. letters of recommendation



## O'FALLON POLICE DEPARTMENT

100 North Main Street  
(636) 240-3200 Fax (636) 379-5698

"PROTECT WITH PRIDE - SERVE WITH HONOR"

Colonel Roy J. Joachimstaler  
Chief of Police



Steven E. Beamer  
Chief of Police

June 16, 2016

To Whom It May Concern:

Based on my experience with Wilson Estes Police Architects it is my pleasure to write this letter of recommendation on behalf of Mr. James Estes and his dedicated staff at Wilson Estes Police Architects (WEPA). From the initial needs assessment to the final design, WEPA's experience and qualifications are evident. They have proven to be responsive to all of our questions and concerns and have been a great resource to draw upon during our working relationship.

My experience working with James and his staff has been excellent. It is clear they take pride in their profession and are truly committed to providing the best service possible to their clients. One of our main goals during the selection process for the Needs Assessment and Design Phase was to look for the architectural firm with the most experience in designing police facilities. Wilson Estes Police Architects were easily the most qualified firm we found and that experience showed in every phase of the process.

I would strongly recommend Wilson Estes Police Architects for any agency that is considering building a new facility or renovating an existing site.

Please feel free to contact me if you have any further questions.

Sincerely,

Major Kyle Kelley  
Assistant Chief of Police  
100 N. Main  
City of O'Fallon, Mo. 63366  
Business number: 636-379-5639  
[kkelley@ofallon.mo.us](mailto:kkelley@ofallon.mo.us)

June 14, 2016

To Whom It May Concern,

The City of North Kansas City, Missouri utilized the services of Wilson Estes Police Architects for the needs study and subsequent architectural services related to the expansion and renovation of our police building. The work was started in 2003 with the needs study and concluded in 2007 with the completion of the project. I served as the project manager for the North Kansas City Police Department throughout the entire process.

The team from Wilson Estes was chosen for this project after the City issued a RFQ and twelve firms responded. In the selection process, we were impressed with the experience and knowledge that Wilson Estes demonstrated with police buildings and the unique functions that are required in them. As we began working through the needs study and the preliminary design process, the architects were very responsive and interactive in the process with our committee and provided valuable insight and guidance in developing the presentation made to our City Council. The development of the final plans and then collaborating with J.E. Dunn Construction Company, our construction manager, was a critical piece of the project and was conducted in a very professional manner.

I have no reservations providing a letter of recommendation for Wilson Estes Police Architects. Our experience with the firm left us with a belief that their team is capable of providing the guidance and expertise that will give a community a well-designed police facility. The outcomes of the project here in North Kansas City have been very favorable. The building helps support our mission by allowing our officers and employees to work in an environment that is comfortable, safe, and efficient. Our citizens enjoy the building as well in that it is a much more open and welcoming design than our previous facility.

If there are any questions that you may have regarding our experience with the firm, please do not hesitate to contact me.

Sincerely,

Steve Beamer  
Chief of Police

## 6. estimated fees

### ESTIMATE OF TRAVEL EXPENSE

| <b>Program/Prelim Design Review</b> | <b>Unit Type</b> | <b>Unit Cost</b> | <b>Quantity</b> | <b>Per Trip</b> | <b>No. Trips</b> | <b>Estimated Cost</b> |
|-------------------------------------|------------------|------------------|-----------------|-----------------|------------------|-----------------------|
| Automobile                          | Mileage          | \$0.56           | 304             | \$170.24        | 2                | \$340.48              |
| Lodging                             | Motel            | \$120.00         | 1               | \$120.00        | 2                | \$240.00              |
| Meals                               | Ea.              | \$15.00          | 1               | \$15.00         | 2                | \$30.00               |
|                                     |                  |                  |                 |                 | <b>Subtotal</b>  | <b>\$610.48</b>       |
| <b>Schematic Design</b>             | <b>Unit Type</b> | <b>Unit Cost</b> | <b>Quantity</b> | <b>Per Trip</b> | <b>No. Trips</b> | <b>Estimated Cost</b> |
| Automobile                          | Mileage          | \$0.56           | 304             | \$170.24        | 2                | \$340.48              |
| Lodging                             | Motel            | \$120.00         | 1               | \$120.00        | 0                | \$-                   |
| Meals                               | Ea.              | \$15.00          | 1               | \$15.00         | 2                | \$30.00               |
|                                     |                  |                  |                 |                 | <b>Subtotal</b>  | <b>\$370.48</b>       |
| <b>Design Development</b>           | <b>Unit Type</b> | <b>Unit Cost</b> | <b>Quantity</b> | <b>Per Trip</b> | <b>No. Trips</b> | <b>Estimated Cost</b> |
| Automobile                          | Mileage          | \$0.56           | 304             | \$170.24        | 1                | \$170.24              |
| Lodging                             | Motel            | \$120.00         | 1               | \$120.00        | 0                | \$-                   |
| Meals                               | Ea.              | \$15.00          | 1               | \$15.00         | 1                | \$15.00               |
|                                     |                  |                  |                 |                 | <b>Subtotal</b>  | <b>\$185.24</b>       |
| <b>Bidding Phase</b>                | <b>Unit Type</b> | <b>Unit Cost</b> | <b>Quantity</b> | <b>Per Trip</b> | <b>No. Trips</b> | <b>Estimated Cost</b> |
| Automobile                          | Mileage          | \$0.56           | 304             | \$170.24        | 2                | \$340.48              |
| Lodging                             | Motel            | \$120.00         | 1               | \$120.00        | 0                | \$-                   |
| Meals                               | Ea.              | \$15.00          | 1               | \$15.00         | 2                | \$30.00               |
|                                     |                  |                  |                 |                 | <b>Subtotal</b>  | <b>\$370.48</b>       |
| <b>Construction Phase</b>           | <b>Unit Type</b> | <b>Unit Cost</b> | <b>Quantity</b> | <b>Per Trip</b> | <b>No. Trips</b> | <b>Estimated Cost</b> |
| Automobile Trip                     | Mileage          | \$0.56           | 304             | \$170.24        | 24               | \$4,085.76            |
| Lodging                             | Motel            | \$120.00         | 1               | \$120.00        | 2                | \$240.00              |
| Meals                               | Ea.              | \$15.00          | 1               | \$15.00         | 24               | \$360.00              |
|                                     |                  |                  |                 |                 | <b>Subtotal</b>  | <b>\$4,685.76</b>     |
|                                     |                  |                  |                 |                 | <b>TOTAL</b>     | <b>\$6,222.44</b>     |

## **Police Facility Design Group, PA**

**Hourly Rates effective January 1, 2017**

- **Principal** **\$150.00**
- **Project Manager** **\$120.00**
- **Project Architect** **\$105.00**
- **Graduate Architect / Technician** **\$ 85.00**
- **Administrative / Clerical** **\$ 70.00**



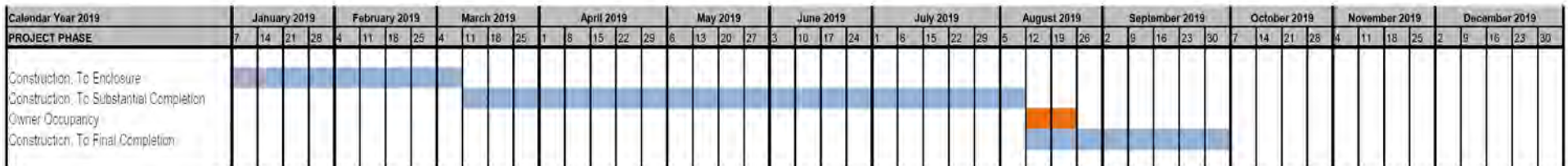
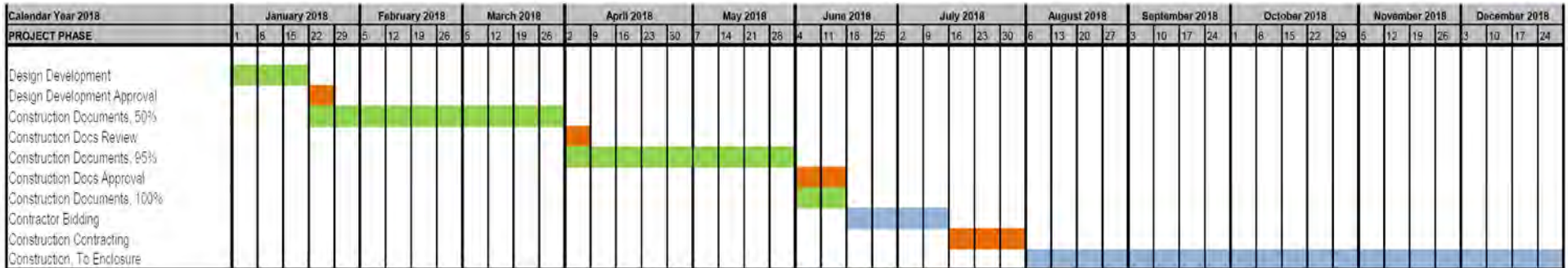
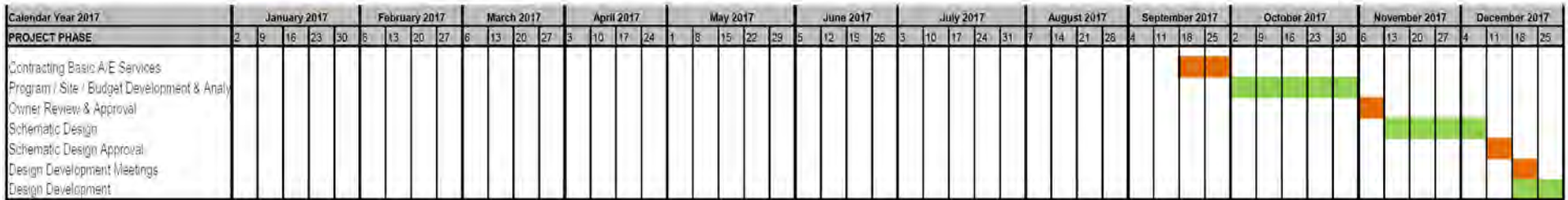
# Typical Timeline

## 7. timeline

### TIMELINE FOR DESIGN AND CONSTRUCTION

#### LEGEND

|                            |   |
|----------------------------|---|
| Architect Driven Schedule  |  |
| Owner Driven Schedule      |  |
| Contractor Driven Schedule |  |
| Post Construction Warranty |  |



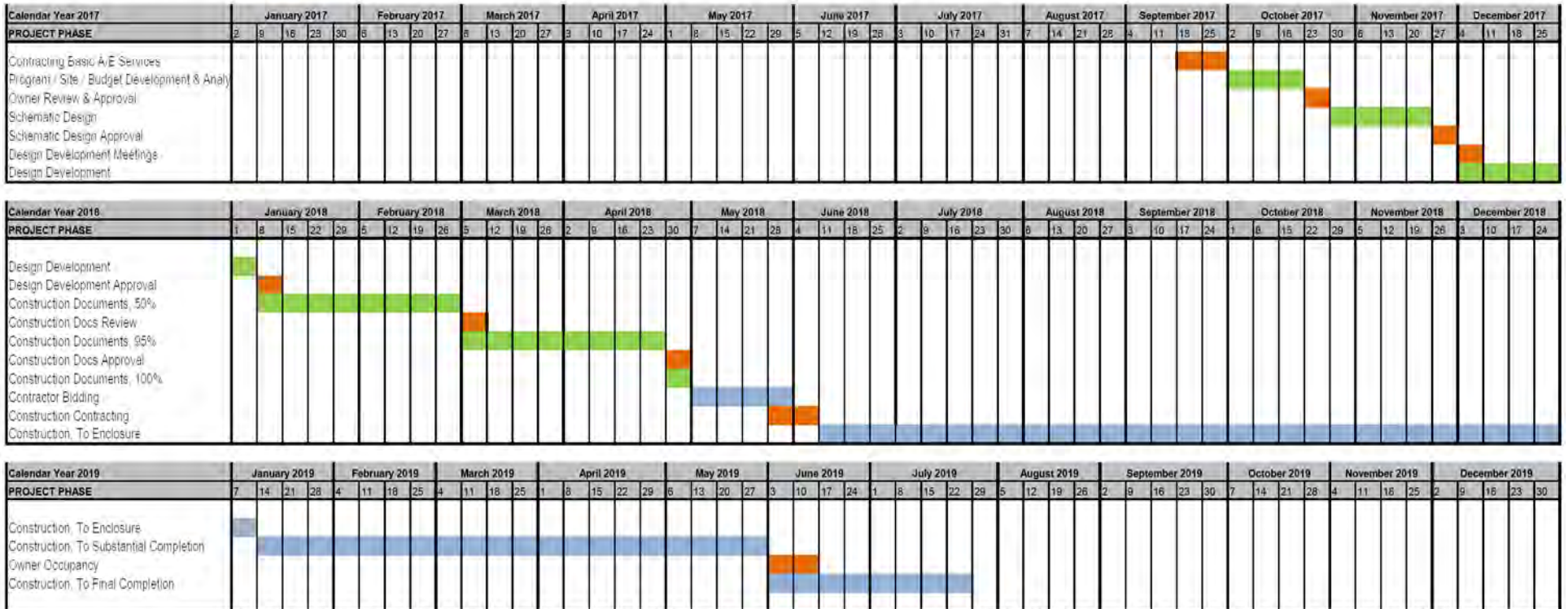
If selected by the City of North Liberty, we are available immediately to initiate services. The timeline above reflects a typical schedule we would anticipate for design and construction. On the following page we show a shorter schedule.

# Condensed Timeline

## TIMELINE FOR DESIGN AND CONSTRUCTION

### LEGEND

Architect Driven Schedule  
Owner Driven Schedule  
Contractor Driven Schedule  
Post Construction Warranty



While we believe the typical timeline shown on the preceding page is prudent, allowing the Owner to deliberate more thoroughly at each milestone throughout the process, we recognize the advantages with getting to construction start up a couple of months earlier. Primarily, getting the building enclosed prior to the onset of winter weather and the associated delays that can come with that. To do so requires a fairly aggressive design schedule. We believe that utilizing a condensed schedule such as this heightens the demand for an experienced design team that can get to a quality final design within the budget expeditiously.

We believe that no other design team can meet the challenges of demanding police facility projects like Police Facility Design Group.

## 7. timeline



**Resolution No. 2017-111**

**A RESOLUTION APPROVING THE CONTRACT FOR  
DESIGN SERVICES FOR THE NORTH LIBERTY POLICE STATION  
BETWEEN POLICE FACILITY DESIGN GROUP, P.A., AND  
THE CITY OF NORTH LIBERTY, IOWA**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LIBERTY,  
IOWA:**

**WHEREAS**, the North Liberty City Council acknowledges that population growth, which has resulted in increased community public safety needs and additional Police Department employees, has strained the utility of the existing North Liberty Police Station at 5 East Cherry Street, which previously functioned as North Liberty City Hall and retrofitted in 2010 for temporary use by the Police Department;

**WHEREAS**, the North Liberty City Council has decided that the City of North Liberty needs a new police facility for the protection of its citizens and for the proper conduct of law enforcement business;

**WHEREAS**, as part of the construction process, the City needs to contract for architectural and design services;

**WHEREAS**, Police Facility Design Group, P.A. has been selected as the most qualified, responsible, and responsive applicant for the work, which was solicited through a public request for qualifications process; and

**WHEREAS**, the parties agree upon the services to be provided, as stated in the terms of a contract.

**NOW, THEREFORE, BE IT RESOLVED** that the attached contract for design services between the City of North Liberty and Police Facility Design Group, P.A. is hereby approved.

**BE IT FURTHER RESOLVED** that the Mayor and City Clerk are hereby authorized to execute said contract.

**APPROVED AND ADOPTED** this 26<sup>th</sup> day of September, 2017.

**CITY OF NORTH LIBERTY:**

---

Terry L. Donahue, Mayor

**ATTEST:**

I, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.

---

Tracey Mulcahey, City Clerk

Agreement between City of North Liberty and Police Facility Design Group, P.A.

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017,

BETWEEN the Architect's client identified as the Owner:

City of North Liberty  
3 Quail Creek Circle  
P.O. Box 77  
North Liberty, IA 52317

and the Architect:

Police Facility Design Group, P.A.  
500 Grand Boulevard, Suite 201A  
Kansas City, MO 64106

for the following Project:

North Liberty Police Facility  
North Liberty, Iowa

The Owner and Architect agree as follows.

TABLE OF ARTICLES

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

## 12 SPECIAL TERMS AND CONDITIONS

## 13 SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

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

§ 1.1.1 The Owner's program for the Project: to be determined based on a preliminary total project budget of \$5,000,000.

§ 1.1.2 The Project's physical characteristics: new construction for the North Liberty Police Department on a site bordered by North Main, Cherry, and Dubuque Streets.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1: approximately 4.2 – 4.5 million dollars, TBD during development of Owner's Program in the initial phase of this work.

§ 1.1.4 The Owner's anticipated design and construction schedule:

- .1 Design phase milestone dates, if any:

|                        |                   |
|------------------------|-------------------|
| Program Completion     | October 20, 2017  |
| Schematic Design       | November 25, 2017 |
| Design Development     | January 4, 2018   |
| 50% Construction Docs  | March 2, 2018     |
| 100% Construction Docs | May 4, 2018       |
- .2 Commencement of construction: June 8, 2018 (Estimated)
- .3 Substantial Completion date or milestone dates: proposed June 1, 2019, but TBD by bid winning Contractor.

§ 1.1.5 The Owner intends the following procurement or delivery method for the Project: Competitive Bidding.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below: N/A.

§ 1.1.7 Other Project information:

Architect will plan site recognizing the site is intended to support - in addition to the planned police facility needs - the future construction of City Hall. Architect will endeavor to utilize energy efficient, sustainable design strategies. No LEED requirement.

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

Police Chief Diane Venenga  
5 East Cherry Street

North Liberty, Iowa 52317  
319-626-5729  
dvenenga@northlibertyiowa.org

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

Ryan Heiar, City Administrator  
3 Quail Creek Circle  
P.O. Box 77  
North Liberty, Iowa 52317  
319-626-5711  
rheiar@northlibertyiowa.org

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

- .1 Geotechnical Engineer: TBD by City (City's cost)
- .2 Civil Engineer: TBD by City (Cost of Work)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:

James Estes  
500 Grand Blvd, Suite 5201A  
Kansas City, MO 64106  
816-298-6700, x 302  
james.estes@policearchitects.com

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

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:  
Bob D. Campbell & Associates  
4338 Bellevue  
Kansas City, MO 64111
- .2 Mechanical Engineer:  
Hoss & Brown Engineers  
11205 W 79th Street  
Lenexa, KS 66214»
- .3 Electrical Engineer:  
Hoss & Brown Engineers  
11205 W 79th Street  
Lenexa, KS 66214

§ 1.1.12.2 Consultants retained under Additional Services: N/A.

§ 1.1.13 Other Initial Information on which the Agreement is based: N/A.

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

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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

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

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

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner in its sole discretion may reimburse the Architect for any additional cost or accept the limits the Architect maintains.

§ 2.5.1 Comprehensive General Liability with policy limits of not less than one-million dollars (\$1,000,000) for each occurrence and two-million dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than one-million dollars (\$1,000,000) combined single limit and aggregate for bodily injury and property damage.

§ 2.5.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.5.4 Workers' Compensation shall be at statutory limits and Employers Liability with a policy limit of not less than one-million dollars (\$1,000,000), as well as the following:

- .1 Endorsed to waive all rights of subrogation against the City
- .2 Endorsed to provide 30 days notice prior to cancellation



§ 2.5.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than one-million dollars (\$1,000,000) per claim and in the aggregate.

§ 2.5.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.5. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies, as well as the following:

- .1 Include the City as an additional insured on a primary and noncontributory basis.
- .2 Include the City as an additional insured for products and completed operations for 3 years (construction projects)
- .3 Endorsed to waive all rights of subrogation against the City
- .4 Insurance must include Contractual Liability.
- .5 Include coverage for all owned, non-owned, hired and leased vehicles (or any vehicle used in connection with the operations covered under this Agreement)
- .6 Endorsed to provide 30 days notice prior to cancellation
- .7 Include Operations by independent contractors

§ 2.5.7 The Architect and the insurance company expressly agree and state that the purchase of this policy of insurance by the Contractor will not waive any of the defenses of governmental immunity available to the City under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time. The insurance company and the Contractor further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, 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 the accuracy and completeness 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 to the Owner a schedule of the Architect's services for inclusion in the Project schedule. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the

Owner's review (2) for the performance of the Owner's consultants, and (3) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 Upon the Owner's reasonable request, the Architect shall submit information and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

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

## § 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or 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, including the feasibility of incorporating environmentally responsible design approaches. 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 modeling. 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 environmentally responsible 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 other environmentally responsible design services under Article 4.

§ 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 schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner. The Architect shall meet with the Owner to review the Schematic Design Documents.

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

### **§ 3.3 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 pursuant to Section 5.3, 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 such other elements as may be appropriate. 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 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner. The Architect shall meet with the Owner to review the Design Development Documents.

§ 3.3.3 Upon updating the budgetary cost estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

## **§ 3.4 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 of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and 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 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner. The Architect shall meet with the Owner to review the Construction Documents.

§ 3.4.5 Upon updating costs to establish estimates conform to the Owner's budget, at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

## **§ 3.5 BIDDING OR NEGOTIATION 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 obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, 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 reproduction of Bidding Documents for distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 NEGOTIATED PROPOSALS N/A.

## § 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™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, 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 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) 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 such 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, material and equipment 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 A201–2007, 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 and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to 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 material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

#### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. 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 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. 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 shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, 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 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. For the receipt, distribution, and management of submittals, the Architect anticipates utilizing Submittal Exchange or a similar project management tool or program that meets the approval of the Owner.

#### § 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, 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.

§ 3.6.5.3 The Architect shall endeavor to identify and consider value engineering options throughout the design and construction process when such options result in a cost benefit to the Owner, yet maintain the originally specified performance of the considered material, product, or system.

#### § 3.6.6 PROJECT COMPLETION

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

§ 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 the Work is found to be substantially complete, 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 ADDITIONAL SERVICES

§ 4.1.1 Services listed below are not typically included in Basic Services but are required for the Project. The Architect shall provide Site Evaluation and Planning, Building Information Modeling, Landscape Design, Interior Design, As-Built Drawings, Coordination of any Owner Consultant, Phone/Data Design, Security Systems Design, and facilitation of Furniture, Fixtures, and Equipment, as identified in Article 4.2.2 – 4.2.10 at no additional cost to the Owner.

§ 4.1.2 Programming and Site Master Planning (City Hall) shall be provided as identified per Article 4.2.1 for the fee stipulated in Article 11.1.

§ 4.2 A description of each Service designated in Section 4.1 as the Architect's responsibility is as follows:

§ 4.2.1 The Architect shall meet with the Owner to develop detailed programmatic space needs for the police project consisting of all building and site requirements. Architect will obtain information from Owner regarding an estimate of the overall area requirement for building and site needs for the future City Hall to be incorporated into the overall site Master Plan.

§ 4.2.2 The Architect shall provide site evaluation and planning pertaining to the one identified site as part of our Basic Service at no additional cost to the Owner.

§ 4.2.3 The Architect shall utilize Revit Computer software and (BIM) to develop the building using 3D modeling to assist the Owner in project visualization, cost development, and construction coordination.

§ 4.2.4 The Architect shall provide landscape design as a performance specification as part of our Basic Service at no additional cost to the Owner.

§ 4.2.5 The Architect shall provide interior design consisting of the specification of all floor, wall, and fixture finishes, and including any window treatments.

§ 4.2.6 The Architect shall provide the Owner with a digital copy of As-Built drawings.

§ 4.2.7 The Architect shall coordinate any Owner consultant or vendor as necessary to the development of the police project.

§ 4.2.8 The Architect shall provide design and specifications for data, phones, and Smart technology (Smart boards, projectors, media screens for presentations) from the point of demarcation to all termination points throughout the building, and coordinate with any Owner consultant or vendor related to this aspect of the project.

§ 4.2.9 The Architect shall provide design and specifications for security design, including; door control and access, alarming, paging, and video and audio monitoring.

§ 4.2.10 Furnishings consisting of tables, chairs, workstations, filing cabinets, shelving, etc. are not included in Architects scope for bid documents. Architect's design plans will identify the quantity, locations, and approximate size for these furnishings, and facilitate engagement of furnishings vendors on the Owner's behalf.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 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 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, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .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 data 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 N/A.
- .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 bidders or persons providing 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.

§ 4.3.2 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 the Owner subsequently determines that all or parts of

those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to 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 N/A.
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 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 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Thirty one (31) visits to the site by the Architect over the duration of the Project during construction
- .3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within July 1, 2020 through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

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

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

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

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

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall 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 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 maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.8 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.

§ 5.9 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.

§ 5.10 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.

§ 5.11 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.12 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.

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

## **ARTICLE 6 COST OF THE WORK**

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

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

§ 6.3 N/A.



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

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

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

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

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

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications.

§ 7.2 Upon execution of this Agreement, the Architect grants to the Owner license to use the Architect's Instruments of Service for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations

§ 7.2.1 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 7.2.1. The terms of this Section 7.2.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, 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 shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

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

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to litigation. 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 litigation.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or litigation, 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.

§ 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 the Iowa District Court in and for Johnson County.

§ 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 Iowa District Court in and for Johnson County.

## ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Iowa.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, 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.

§ 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.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

## ARTICLE 11 COMPENSATION

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

A stipulated sum of \$7,800 for Pre-design services related to programming and site master-planning, plus a stipulated sum of \$337,500 for all Basic Services, plus reimbursable expense billed at actual cost. Estimate of reimbursable expense is indicated in Exhibit A, attached.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows: N/A.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows: an amount equal to 7.5% of the cost of such additional service work, or on an hourly basis for the hours expended for such services, at the rates stipulated in Article 11.7; the method of fee determination being mutually agreeable to the Owner and Architect, based on the circumstances associated with the scope and work for any additional service required

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent (5 %).

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

|                              |             |         |         |
|------------------------------|-------------|---------|---------|
| Schematic Design Phase       | fifteen     | percent | (15 %)  |
| Design Development Phase     | twenty      | percent | (20 %)  |
| Construction Documents Phase | forty       | percent | (40 %)  |
| Bidding or Negotiation Phase | five        | percent | (5 %)   |
| Construction Phase           | twenty      | percent | (20 %)  |
| <hr/>                        |             |         |         |
| Total Basic Compensation     | one hundred | percent | (100 %) |

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

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the

Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

| Employee or Category   | Rate  |
|------------------------|-------|
| Principal              | \$150 |
| Project Manager        | \$115 |
| Project Architect      | \$105 |
| Graduate Architect     | \$95  |
| Technical Support      | \$80  |
| Administrative Support | \$70  |

#### § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Project subscription for Submittal Exchange.
- a Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents (Minimized by use of Submittal Exchange);
- .5 Postage, handling and delivery (Minimized or eliminated by use of Submittal Exchange);
- .6 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .7 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 zero percent (0 %) of the expenses incurred.

#### § 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE N/A.

#### § 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 No initial payment shall be made upon execution of this Agreement.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty five (45) days after the invoice date are delinquent.



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

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

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

## ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

### ARCHITECT

PFDG, P.A.

By: \_\_\_\_\_  
James P. Estes, President

STATE OF MISSOURI, \_\_\_\_\_ COUNTY: ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for the State of Missouri, personally appeared James P. Estes, to me personally known, who, being by me duly sworn, did say that he is the President of PFDG, P.A., and that the instrument was signed on behalf of the corporation by the authority of its members, and that James P. Estes acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the corporation, by it and by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of

### OWNER

CITY OF NORTH LIBERTY, IOWA

By: \_\_\_\_\_  
Terry L. Donahue, Mayor

ATTEST: \_\_\_\_\_  
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. \_\_\_\_\_ of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2017; and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

## EXHIBIT A

## ESTIMATE OF REIMBURSABLE EXPENSE

## TRAVEL

| Program/Prelim Design Review | Unit Type | Unit Cost | Quantity | Per Trip  | No. Trips | Estimated Cost   |
|------------------------------|-----------|-----------|----------|-----------|-----------|------------------|
| Automobile                   | Mileage   | \$ 0.56   | 304      | \$ 170.24 | 2         | \$ 340.48        |
| Lodging                      | Motel     | \$ 120.00 | 1        | \$ 120.00 | 2         | \$ 240.00        |
| Meals                        | Ea.       | \$ 15.00  | 1        | \$ 15.00  | 2         | \$ 30.00         |
| Subtotal                     |           |           |          |           |           | <b>\$ 610.48</b> |

| Schematic Design | Unit Type | Unit Cost | Quantity | Per Trip  | No. Trips | Estimated Cost   |
|------------------|-----------|-----------|----------|-----------|-----------|------------------|
| Automobile       | Mileage   | \$ 0.56   | 304      | \$ 170.24 | 2         | \$ 340.48        |
| Lodging          | Motel     | \$ 120.00 | 1        | \$ 120.00 | 0         | \$ -             |
| Meals            | Ea.       | \$ 15.00  | 1        | \$ 15.00  | 2         | \$ 30.00         |
| Subtotal         |           |           |          |           |           | <b>\$ 370.48</b> |

| Design Development | Unit Type | Unit Cost | Quantity | Per Trip  | No. Trips | Estimated Cost   |
|--------------------|-----------|-----------|----------|-----------|-----------|------------------|
| Automobile         | Mileage   | \$ 0.56   | 304      | \$ 170.24 | 1         | \$ 170.24        |
| Lodging            | Motel     | \$ 120.00 | 1        | \$ 120.00 | 0         | \$ -             |
| Meals              | Ea.       | \$ 15.00  | 1        | \$ 15.00  | 1         | \$ 15.00         |
| Subtotal           |           |           |          |           |           | <b>\$ 185.24</b> |

| Bidding Phase | Unit Type | Unit Cost | Quantity | Per Trip  | No. Trips | Estimated Cost   |
|---------------|-----------|-----------|----------|-----------|-----------|------------------|
| Automobile    | Mileage   | \$ 0.56   | 304      | \$ 170.24 | 2         | \$ 340.48        |
| Lodging       | Motel     | \$ 120.00 | 1        | \$ 120.00 | 0         | \$ -             |
| Meals         | Ea.       | \$ 15.00  | 1        | \$ 15.00  | 2         | \$ 30.00         |
| Subtotal      |           |           |          |           |           | <b>\$ 370.48</b> |

| Construction Phase | Unit Type | Unit Cost | Quantity | Per Trip  | No. Trips | Estimated Cost     |
|--------------------|-----------|-----------|----------|-----------|-----------|--------------------|
| Automobile         | Mileage   | \$ 0.56   | 304      | \$ 170.24 | 24        | \$ 4,085.76        |
| Lodging            | Motel     | \$ 120.00 | 1        | \$ 120.00 | 2         | \$ 240.00          |
| Meals              | Ea.       | \$ 15.00  | 1        | \$ 15.00  | 24        | \$ 360.00          |
| Subtotal           |           |           |          |           |           | <b>\$ 4,685.76</b> |

TRAVEL **\$ 6,222.44**

FINAL BLUEPRINT SETS **\$ 1,000.00**

SUBMITTAL EXCHANGE SERVICE **\$ 3,000.00**

TOTAL **\$ 10,222.44**

# **Squash Bend Easement Agreement**



**Resolution No. 2017-112**

**A RESOLUTION APPROVING SANITARY SEWER AND WATER  
MAIN EASEMENT AGREEMENT BETWEEN CENTRO, INC.  
AND CITY OF NORTH LIBERTY, IOWA**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LIBERTY,  
IOWA:**

**WHEREAS**, as part of the site plan process, the City has determined a need for a sanitary sewer and water main easement agreement with Centro, Inc.; and

**WHEREAS**, it is the parties' desire to agree and establish, in writing, their understanding concerning a sanitary sewer and water main easement.

**NOW, THEREFORE, BE IT RESOLVED** that the attached Sanitary Sewer and Water Main Easement Agreement between the City of North Liberty and Centro, Inc. are hereby approved.

**BE IT FURTHER RESOLVED** that the Mayor and City Clerk are hereby authorized to execute said agreement.

**APPROVED AND ADOPTED** this 26<sup>th</sup> day of September, 2017.

**CITY OF NORTH LIBERTY:**

---

Terry L. Donahue, Mayor

**ATTEST:**

I, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.

---

Tracey Mulcahey, City Clerk



**Prepared by and Return to:**  
**Scott C. Peterson, 3 Quail Creek Circle, P.O. Box 77, North Liberty, IA 52317 319-626-5767**

**SANITARY SEWER AND WATER MAIN EASEMENT AGREEMENT**

**SQUASH BEND SUBDIVISION  
NORTH LIBERTY, IOWA**

**THIS AGREEMENT**, made and entered into by and between the Centro, Inc. (Owner), which expression shall include successors in interest and assigns, and the City of North Liberty, Iowa (City), which expression shall include its successors in interest and assigns.

**WITNESSETH:**

It is hereby agreed as follows:

For the sum of \$1.00 plus other valuable consideration, the receipt of which is hereby acknowledged, Owner hereby grants and conveys to City an easement for the purposes of excavating for and the installation, replacement, maintenance and use of such sewage and water lines, pipes, mains, and conduits as City shall from time to time elect for conveying sewage and water, with all necessary appliances and fittings, for the use in connection with said pipe lines, together with adequate protection therefor, and also a right of way, with the right of ingress and egress thereto, over and across the areas designated as "Sanitary Sewer and Water Main Easement" as shown on attached Exhibit "A", hereafter described as "Easement Areas."

Owner further grants to City:

1. The right of grading said Easement Areas for the full width thereof, and to extend the cuts and fills for such grading into and onto said lands along and outside of the said Easement Areas to such extent as City may find reasonably necessary.
2. The right from time to time to trim, cut down and clear away any and all trees and brush on said Easement Areas and also to trim, cut down and clear away any trees on either side of said Easement Areas which now or hereafter in the opinion of City may be a hazard to said Easement Areas, or which may interfere with the exercise of City's rights hereunder in any manner.

3. City shall promptly backfill any trench made by it, and repair any damages caused by City within the easement area. City shall indemnify Owner against unreasonable loss or damage which may occur in the negligent exercise of the easement rights by City. Except as expressly provided herein, City shall have no responsibility for maintaining the easement area.

4. Owner reserves the right to use said Easement Areas for purposes which will not interfere with City's full enjoyment of the rights hereby granted; provided that the Owner shall not erect or construct any building, fence, retaining wall, or other structure, plant any trees, drill or operate any well, or construct any reservoir or other obstruction on said areas, or diminish or substantially add to the ground cover over said Easement Areas. Any such improvement installed within the easement area, with or without City approval, may be removed by City without compensation or replacement.

5. Owner does hereby covenant with City that it is lawfully seized and possessed of the real estate above described, and that it has a good and lawful right to convey it, or any thereof.

6. Nothing in this Agreement shall be construed to impose a requirement on City to install the original public improvement at issue herein. The sewer and water improvements remain the responsibility of the Owner or successors or assigns and shall be constructed and installed, subject to City inspection and approval, before a site plan or a new final plat for Outlot A is approved by the City, unless otherwise agreed by the parties.

7. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective Parties hereto, and all covenants shall apply to and run with the land and with the title to the land.

**CENTRO, INC.**

By:   
Gary Rozek, Chairman

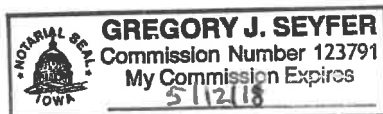
**CITY OF NORTH LIBERTY**


By: Terry L. Donahue, Mayor

ATTEST: Tracey Mulcahey,  
City Clerk

STATE OF IOWA     )  
LINN                 ) ss:  
JOHNSON COUNTY    )

This instrument acknowledged before me this 12<sup>th</sup> day of September, 2017, by Gary Rozek as Chairman of Centro, Inc.



  
Notary Public in and for said State

STATE OF IOWA     )  
                              ) ss:  
JOHNSON COUNTY    )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. \_\_\_\_\_ of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2017; and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

---

Notary Public in and for the State of Iowa

H. FRANK BELLON, JR, PLS  
3613 CARIBOU COURT NE  
CEDAR RAPIDS, IOWA 52402

# **Fats, Oils and Grease Ordinance**



**Ordinance No. 2017-10**

**AN ORDINANCE AMENDING CHAPTER 97 OF THE NORTH LIBERTY CODE OF ORDINANCES AMENDING SECTIONS 97.03, 97.04, 97.08 AND 97.09 TO ESTABLISH REGULATIONS FOR FATS, OIL AND GREASE DISCHARGES**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH LIBERTY, IOWA:**

**SECTION 1. AMENDMENT.** CHAPTER 97, "Use of Public Sewers," of the North Liberty Code of Ordinances (2016) is hereby amended by repealing and adopting in lieu thereof new Sections 97.03, 97.04 and 97.08 to read as follows:

**97.03**

.....

5. Excessive B.O.D., Solids or Flow. Any waters or wastes having (a) a five-day biochemical oxygen demand greater than 213 parts per million by weight, or (b) containing more than 235 parts per million by weight of suspended solids, or (c) having an ammonia nitrogen level greater than 30 mg/l, or (d) having a chemical oxygen demand (COD) level greater than 300 mg/l, or (e) total organic carbon (TOC) level greater than 140 mg/l or (f) total kjeldahl nitrogen (TKN) level greater than 30 mg/l, (g) total fats, /oil and grease (FOG) level greater than 400 mg/l, or (h) having an average daily flow greater than two percent of the average sewage flow of the City, shall be subject to the review of the Superintendent. Where necessary in the opinion of the Superintendent, the owner shall provide, at the owner's expense, such preliminary treatment as may be necessary to (a) reduce the biochemical oxygen demand to 213 parts per million by weight, or (b) reduce the suspended solids to 235 parts per million by weight, or (c) reduce the ammonia nitrogen level to 30 mg/l, (d) reduce the COD level to 300 mg/l, (e) or reduce the TOC level to 140 mg/l, or (f) reduce the TKN level to 30 mg/l, or (g) reduce total FOG to 400 mg/l, or (h) control the quantities and rates of discharge of such waters or wastes. Plans, specifications, and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the Superintendent and Building Official, and no construction of such facilities shall be commenced until said approvals are obtained in writing.

**97.04 RESTRICTED DISCHARGES.**

.....

2. Fat, Oil and Grease (FOG). Any water or waste containing fats, wax, grease or oils, whether emulsified or not, in excess of 400 mg/L total FOG.

**97.08 TESTING OF WASTES.** All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this chapter shall be determined in accordance with the latest edition of *Standard Methods for the Examination of Water and Wastewater*, published by the American Public Health Association, and shall be determined



at the control manhole provided, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb, and property. (The particular analyses involved will determine whether a 24-hour composite of all outfalls of a premise is appropriate or whether a grab sample or samples should be taken. Normally, but not always, B.O.D., ammonia nitrogen, sulfate, suspended solids, TKN, COD, TOC, and total FOG samples are obtained from 24-hour composites of all outfalls whereas pH's and temperature are determined from periodic grab samples.)

**SECTION 2. AMENDMENT. CHAPTER 97, "Use of Public Sewers,"** of the North Liberty Code of Ordinances (2016) is hereby amended by repealing and adopting in lieu thereof new Section 97.09 to read as follows:

**97.09 FAT, OIL, GREASE, SAND AND PETROLEUM PRODUCT TRAPS.**

1. Maintenance Requirements.

A. All users shall maintain any fats, oil and grease (FOG) recovery system so that the discharges therefrom are in compliance with all applicable laws, rules and regulations. Users include but are not limited to owners, tenants and builders.

B. All non-automobile service facility FOG traps recovery systems shall have all floating material removed per a schedule approved by authorized agent of the City. All non-automobile service facility FOG traps and recovery systems shall be completely pumped out annually or when the contents thereof exceed the 25% Rule, as established and delineated by the Wastewater Department. All automobile service facility FOG traps and recovery systems shall be completely (100%) pumped out annually or when the contents thereof exceed the 25% Rule. Routine maintenance, annual maintenance and maintenance due to exceeding the 25% Rule shall include the complete recovery of all contents, including floating materials, wastewater and bottom sludge and solids. The frequency of maintenance may be increased to comply with the applicable daily maximum discharge limits, the manufacturer's recommendation, or the 25% Rule. The frequency shall be as often as necessary to prevent overflows of FOG from entering the City's wastewater collection system.

C. The Pump-and-Return Method of decanting or discharging of removed waste or wastewater back into the FOG recovery system is prohibited.

D. Removal of floating material from a FOG trap of less than 50 gallons may be performed by the owner of the FOG producing facility, provided said floating material is properly disposed of in accordance with all applicable laws. Any removal and hauling of FOG as a result of the complete pumping of a FOG trap and all other FOG recovery systems shall be performed by a professional liquid waste hauler.

E. If any FOG recovery system discharge wastes fail to meet the applicable daily maximum limits, the City is authorized to require that the user repair, replace or upgrade its FOG recovery system at the sole expense of the user.

F. No user may place an additive of any type into the FOG trap or FOG recovery system.

2. Maintenance Records. Each user at each FOG producing facility shall maintain an accurate and complete record of all cleaning(s) or maintenance of its FOG producing facility's FOG recovery system, and shall file electronic copies of same with the Building Department or designated agent per current procedures. Submissions will be made either weekly, monthly, quarterly, semi-annually, or annually, based on the service schedule. The following records shall be kept on-site at the FOG producing facility for a minimum of 24 months:

A. Haulers. The hauler shall provide the FOG producing facility manager, at the time of service, a manifest conforming to all federal and state statutes and regulations, and the provisions of this Code.

B. Manifests. The removal of FOG recovery system contents shall be recorded on a manifest that identifies the pumping, hauling and disposing of the wastes, and whether collected from an interior or an exterior FOG recovery system.

C. Manifest Information. Each manifest shall contain the following information and such other information as may be required by State statute:

(1) User information, including name, address, the volume pumped from each FOG recovery system, and date and time of the pumping;

(2) Hauler information, including company name, address, state license/permit number, and disposal/receiving facility location information;

(3) Receiving facility information, including the facility name and address, date and time of receiving, and EPD number;

(4) A certification that the FOG trap or FOG recovery system was in working order. If not, deficiencies shall be listed; and

(5) A certification that the maintenance requirements, as set forth in Subsections 97.09(D) and (E) below, are being complied with by the user relative to the FOG trap or FOG recovery system.

D. Manifest/Maintenance Log. The owners of each FOG producing facility shall maintain and keep available on the premises a continuous log of manifests, FOG maintenance reports, and other similar records regarding each cleaning or maintenance of the FOG recovery system for the previous twenty-four (24) months. The log shall be kept on the FOG producing facility premises in a location where the log is available for inspection or review by the City.

E. Manifest/Maintenance Log Filing. The liquid waste hauler shall file manifests to the City or designated agent after each service. Manifest for FOG devices less than 50 gallon may be used by the FOG producing facility's owner or representative but manifests are still required. All submissions must be electronic along with fees associated with each submission.

3. Repairs. Any repair that is required for a FOG trap or recovery system shall be made by the user within thirty (30) days of the user receiving notice of the need for a repair from either the hauler, the owner, or the City.

**SECTION 3. REPEALER.** All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 4. SEVERABILITY.** If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 5. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on August 22, 2017.

Second reading on September 12, 2017.  
Third and final reading on \_\_\_\_\_, 2017.

CITY OF NORTH LIBERTY:

\_\_\_\_\_  
TERRY L. DONAHUE, MAYOR

ATTEST:

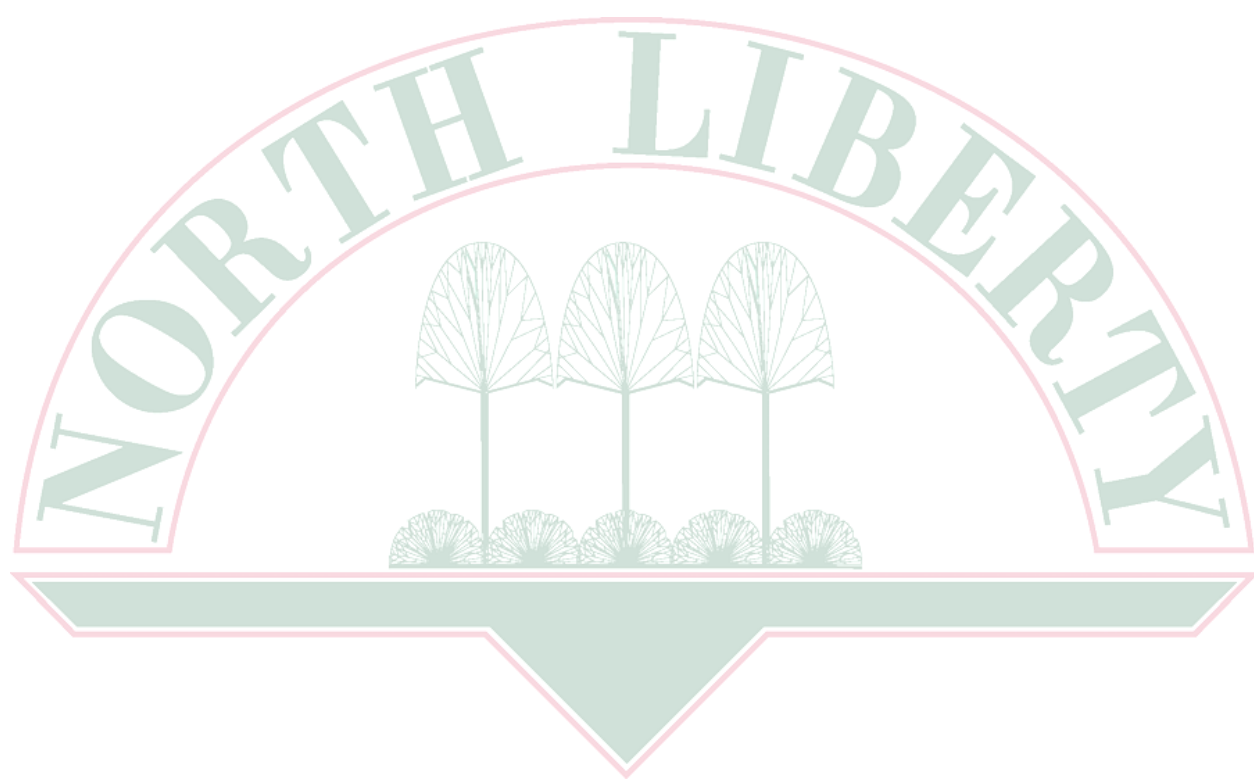
I, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.

\_\_\_\_\_  
TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2017-10 in the North Liberty *Leader* on the \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
TRACEY MULCAHEY, CITY CLERK

# Additional Information



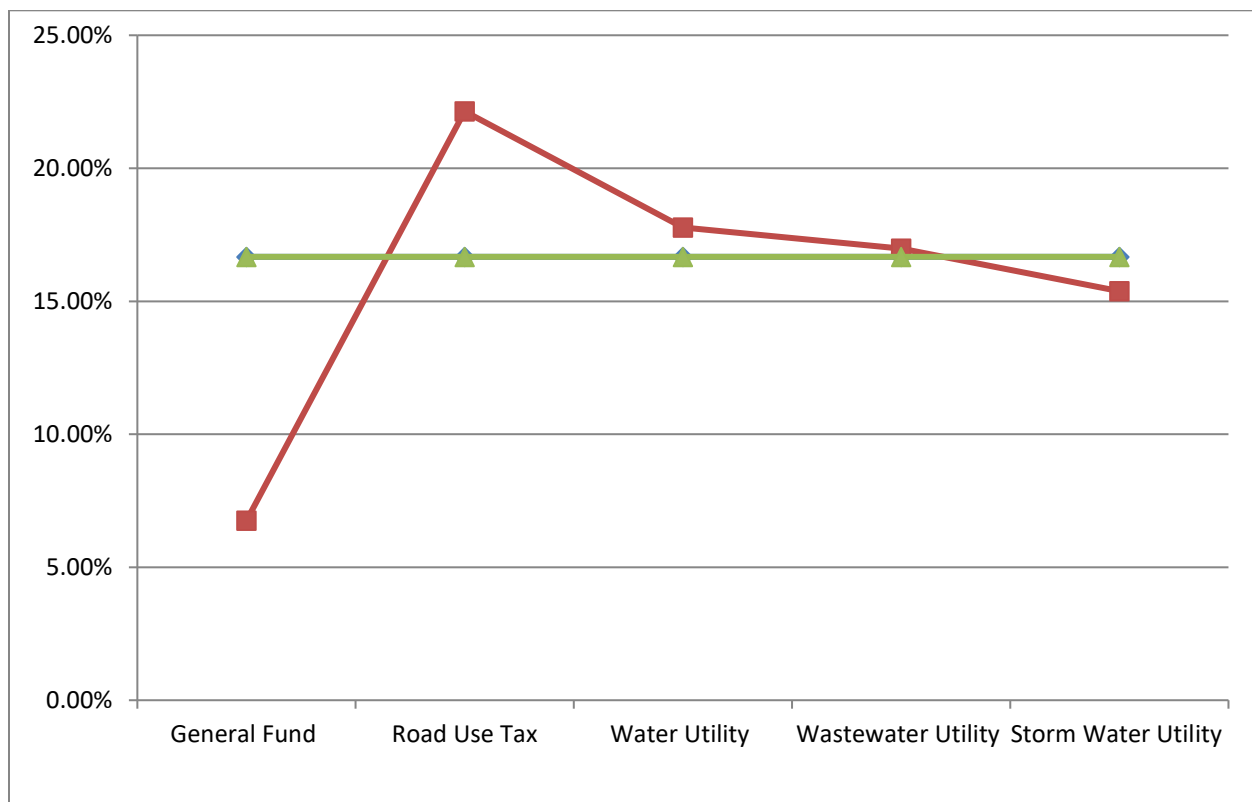


## Monthly Report Summarization

August 31, 2017

This report provides a summarization of the budget status after the end of July 2017. At the end of this month, the City is 16.67% through the budget year. The red line indicates the percentage where the budget area is and green/blue line is the percentage of the budget year. Any particular area falling approximately 10% below or above the percentage of the budget year will be explained below. The data includes the amended budget.

**Revenues:** The following chart demonstrates the condition of the City's budgeted revenues as of August 31, 2017:

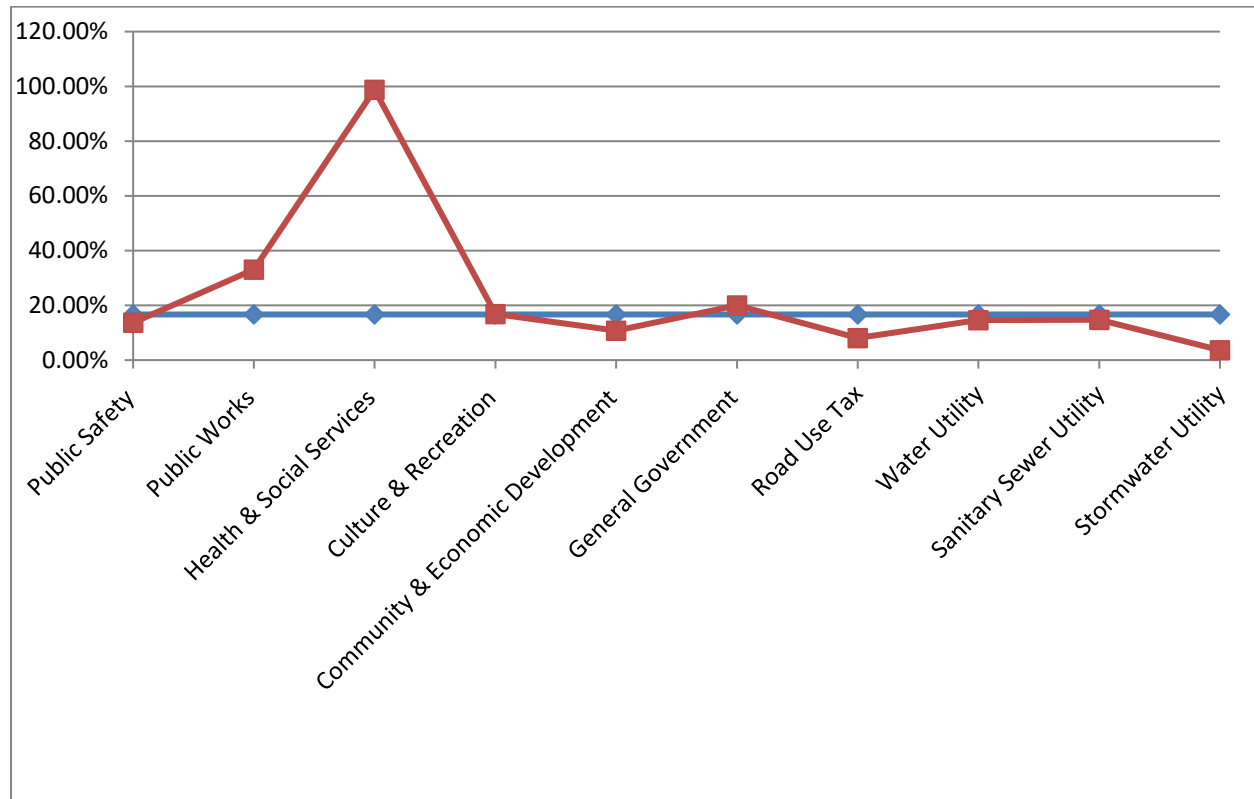




- This chart represents the historical view at the end of August. The City will receive the first half of the property tax revenue in October and the second half in April.

Overall revenues year to date are \$6,970,547.20, 14.90% of the budgeted amount. This amount is less than the budgeted mark. Property tax receipts will bring that number into line.

**Expenditures:** The following chart demonstrates the condition of the City's budgeted expenditures as of August 31, 2017:



- Trash stickers are issued in July. The bulk of the annual sticker costs paid to Johnson County Refuse are paid in July and August.
- Social service grants were issued in August.

Year to date total expenditures are \$9,589,009.48 or 20.0% of the projected budget amounts. This amount is more than the 16.67% of the fiscal year completed due to staff purchasing new equipment, social service payments, trash sticker costs and other capital expenses as the new fiscal year begins.

Following is the Treasurer's Report for August. The General Fund Balance is comprised of more than just the 010 General Fund. For accounting purposes of the budget and reporting, other funds such as Library Capital, Fire Capital and others are incorporated into the General total. The General Fund for operating expenses has a fund balance of \$ 3,346,628.32. The other funds in the total shown here are obligated to specific departments or types of activities. The other funds are separated out to keep those obligations clear for future expenditures.

CITY OF NORTH LIBERTY  
TREASURER'S REPORT  
August 31, 2017

| FUNDS                  | BALANCE<br>FORWARD   | REVENUE             | EXPENSE              | BALANCE<br>ENDING    |
|------------------------|----------------------|---------------------|----------------------|----------------------|
|                        | 08/01/2017           |                     |                      | 08/31/2017           |
| GENERAL                | 7,746,686.62         | 445,885.98          | -1,417,357.37        | 6,775,215.23         |
| SPECIAL REVENUE        | 3,122,968.10         | 250,435.90          | -131,737.06          | 3,241,666.94         |
| DEBT SERVICE           | 428,256.23           | 230.91              | 0.00                 | 428,487.14           |
| CAPITAL PROJECTS       | -990,387.92          | 237,043.51          | -688,339.29          | -1,441,683.70        |
| WATER ENTERPRISE       | 3,232,309.15         | 2,509,601.64        | -1,252,633.96        | 4,489,276.83         |
| WASTEWATER ENTERPRISE  | 3,148,031.59         | 1,392,450.99        | -774,127.77          | 3,766,354.81         |
| STORM WATER ENTERPRISE | 162,651.07           | 17,612.19           | -5,285.36            | 174,977.90           |
| <b>TOTAL</b>           | <b>16,850,514.84</b> | <b>4,853,261.12</b> | <b>-4,269,480.81</b> | <b>17,434,295.15</b> |

If you have questions regarding this document or would like additional information, please contact Tracey Mulcahey.