



**North Liberty City Council
Regular Session
January 26, 2021**



City Administrator Memo



To **Mayor and City Council**
From **Ryan Heiar, City Administrator**
Date **January 22, 2020**
Re **City Council Agenda January 26, 2020**

Meeting Note

Tuesday's meeting will be held virtually via Zoom and live streamed at [Watch Meetings Live](#) as well as available on the website. The City Council and participants will log into the meeting in order to conduct business while the public will be able to watch the debate and decisions being made.

Budget Work Session

A separate memo and the FY22 budget model are included in the packet.

Consent Agenda

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

- City Council Minutes (01/12/21 & 01/19/21)
- Claims
- December Revenues
- December Treasurer's Report
- Liquor License Renewal – The Station
- Change Order #3, Ranshaw House Project, Wolfe Contracting, Inc., \$3,024.52
- Change Order #10, Police Facility Project, Tricon General Construction, Inc., \$6,825.27

Meetings & Events

Monday, Jan 25 at 4:30p.m.
Joint Government Meeting

Tuesday, Jan 26 at 6:00p.m.
City Council Budget Work Session
and Regular Meeting

Monday, Feb 1 at 6:00p.m.
Communications Commission

Tuesday, Feb 2 at 6:30p.m.
Planning Commission

Thursday, Feb 4 at 7:00p.m.
Parks & Recreation Commission

Tuesday, Feb 9 at 6:30p.m.
City Council

City Hall Design Proposal

The agenda includes a design proposal from Shive Hattery for a new City Hall on the civic campus property and attached to the police station. The estimated cost for design, up to bidding, is \$550k. \$325k has been allocated from the general fund surplus and the additional \$225, plus other construction administration related costs, will be paid for with future borrowing or surplus funds. City Attorney Lientz has reviewed the contract and recommends approval.

Ranshaw Way, Phase 5 Project

The City has secured agreements with the owners of several properties which will be impacted by the Ranshaw Way Phase 5 public improvement project. The agreements are

conditioned upon Council approval, and involve the acquisition of permanent utility, landscaping, lighting and sidewalk easements on the various properties, as well as temporary construction easements along Ranshaw Way. The agreements, which are summarized below, are recommended for approval by staff.

Property Owner	Type of Easement	Amount
MH Golfview LLC, and MD Golfview, LLC	Acquisition, permanent & temporary	\$94,590
Casey's Marketing Company	Permanent & temporary	\$9,460
T L & L, Inc	Acquisition, permanent & temporary	\$90,850
Ralos Eixom, LLC	Permanent and temporary	\$4,415
Alberhasky Westwood, LLC and Brogosolo, LLC	Permanent and temporary	\$9,693.60



Agenda



City Council

January 26, 2021

Regular Session

6:00 p.m.

Due to the COVID-19 pandemic, public health and safety concerns require City of North Liberty public meetings to be held electronically, so as to limit the spread of the virus. The public is invited to submit questions and comments in advance of the meeting for consideration submitting them to the City Clerk Tracey Mulcahey via email at tmulcahey@northlibertyiowa.org.

This meeting may be accessed live by the public on the internet at northlibertyiowa.org/live, on Facebook at facebook.com/northliberty or on YouTube at www.youtube.com/channel/UCrCw6ipAPjJnd-olpRgPJcg. You can also attend by phone; call 1 (312) 626 6799 with a touch-tone phone and to enter the meeting ID 891 6905 3153 and six-digit meeting password 756620556. Meetings are rebroadcast on cable and available on-demand on northlibertyiowa.org.

1. Call to order
2. Roll call
3. Approval of the Agenda
4. Budget Presentation – FY 2022
 - A. Remaining Operational Budget Items
 - B. Capital Improvements
5. Consent Agenda
 - A. City Council Minutes, Regular Session, January 12, 2021
 - B. City Council Minutes, Special Session, January 19, 2021
 - C. Claims
 - D. December Revenues
 - E. December Treasurer's Report
 - F. Liquor License Renewal, The Station II
 - G. Ranshaw House Project, Wolfe Contracting, Inc., Change Order Number 3, \$3,024.52
 - H. Police Facility Project, Tricon General Construction, Inc., Change Order Number 10, \$6,825.27

6. City Engineer Report
7. City Administrator Report
8. Mayor Report
9. Civic Campus
 - A. Resolution Number 2021-08, A Resolution approving the Services Agreement between the City of North Liberty and Shive-Hattery, Inc. for the City Hall Project
10. Ranshaw Way, Phase 5
 - A. Resolution Number 2021-09, A Resolution approving the purchase of real property, permanent and temporary easements from various property owners adjacent to Ranshaw Way for the Ranshaw Way, Phase 5 Project
11. Old Business
12. New Business
13. Adjournment



FY 22 Budget Capital Improvements



To **North Liberty Mayor & City Council**
CC **North Liberty Department Heads**
From **Ryan Heiar, City Administrator**
Date **January 22, 2020**
Re **FY22 Budget – Budget Work Session #2**

The focus for Tuesday's work session will be on capital projects. Following this memo is the updated FY22 budget model with the addition of the FY22-26 Capital Improvements Plan. Also included is a document offering revenue estimates for a utility franchise fee. Many of the FY22 capital projects were already discussed as part of the operating budget at last week's budget session. The capital projects that deserve further attention include:

**Project held over from FY21.*

- **Civic Campus Design; \$600,000:** This project is slated to start in January (FY21). \$325,000 will be funded with General Fund surplus cash while the remaining is proposed to be funded with a future bond issue in conjunction with construction.
- **Comprehensive Plan Update; \$100,000:** The plan update is anticipated to start in FY21 also and will be funded with General Fund surplus cash.
- **Off Road Brush Fire Truck; \$270,000:** This unit will replace a 2006 Alexis quick attack vehicle and will be specifically used for grass and field fires. Funding options include a combination of Fire Capital funds, General Fund surplus and a General Obligation bond.
- ***Penn Meadows Park Parking Lot Resurface; \$190,000:** The north parking lot at Penn Meadows Park is in poor condition and continues to deteriorate. Current funding options include a combination of General Fund surplus and a GO or TIF bond. Other potential funding sources include a utility franchise fee.
- ***Penn Meadows Park Parking Lot Expansion; 170,000:** Additional parking is needed to accommodate ballfield users. Current funding options include a combination of General Fund surplus and a GO or TIF bond. Other potential funding sources include a utility franchise fee.
- ***Tennis Court Resurfacing (includes 2 pickle ball courts); \$100,000:** The tennis courts need resurfacing and a large group of pickle ballers are requesting that 2 courts be converted for such use. Current funding options include a combination of General Fund surplus and a GO or TIF bond. Other potential funding sources include a utility franchise fee.
- ***Ball Field Lights (Fields 3 & 4); \$500,000:** NLCBS is requesting that ball field lights be installed at fields 3 & 4 at Penn Meadows Park. NLCBS is willing to commit an annual contribution to help repay a portion of the costs (after the restrooms/concessions facility is repaid) in the amount of \$20,000-\$25,000 per

year. Current funding options include a combination of General Fund surplus and a GO or TIF bond. Other potential funding sources include a utility franchise fee.

- ***Centennial Park Road & Shelter; \$700,000:** In order to move forward with the goal of constructing a pavilion and splash pad, the park road needs to be built first. There is a need for additional aquatic entertainment, and the pavilion will provide a year-round "gathering space" for the community, a top priority coming from the community engagement solicited through the Spark event and the community identity/visioning process. Current funding options include a combination of General Fund surplus and a GO or TIF bond. Other potential funding sources include a utility franchise fee.
- **Forevergreen Road Trail; \$147,000:** A piece of trail just west of Keystone Living is subject to constant erosion and standing water, resulting in significant safety issues for bikers, runners and pedestrians. The project includes grading and reinstallation of the trail. Current funding options include a combination of General Fund Surplus and a GO or TIF bond. Other potential funding sources include a utility franchise fee.
- **West Trunk Sewer Repair; \$185,000:** The west trunk sewer line, constructed of concrete continues to erode because of the gases generated by the use of lift stations. This project is phase 3 of 4 where a lining is sprayed in the pipe to preserve the line. The project will be funded with wastewater operating cash.
- **Construct Dubuque Street, Phase 1; \$3,000,000:** This project consists reconstruction of Dubuque Street, between Main and Cherry Streets and will include significant acquisitions. It is planned to be funded with TIF bond.

Below is a summary of the FY20 General Fund Balance Policy Allocation, identifying projects that are included in the FY22 operating budget as well as other potential projects. To be clear, the City Council is not limited to these projects. If there are other ideas as to how to spend the funding, the group should deliberate.

The debt models identify existing and forecast future debt based on the proposed CIP. The TIF model shows a downward trend of TIF valuation, which will have a positive impact on the general fund revenues. The debt service model shows an opposite trend, an increase of the debt service tax levy to fund future projects. These are only estimates and most certainly will change based on project commitment, cost, other potential revenue sources and tax valuation growth.

And finally, attached to the model is revenue projections for a potential utility franchise fee. This document also explains how this fee could impact a family of four living in a 2,900 square foot house.

Please do not hesitate to contact me prior to our work session on Tuesday with questions or requests for additional information.

FY20 General Fund Balance Policy Allocation

Unassigned General Fund Balance	\$	5,097,238
General Fund Revenues	\$	13,463,370
Fund Balance as a Percentage of Revenues		37.86%

Fund Balance Policy (30% of Revenues)	\$	4,039,011
Balance Required to be Assigned	\$	1,058,227

Potential Projects		
Included in the FY22 Budget		
1. FY22 General Fund Deficit	\$	94,121
2. Civic Campus Design	\$	300,000
3. Comprehensive Plan Update	\$	100,000
4. Fire Station Alert System	\$	62,000
5. Community Center Maintenance Fund	\$	47,000
6. Pool Capital Fund	\$	65,000
7. Technology Updates	\$	75,000
	\$	743,121

FY20 Remaining	\$	315,106
FY19 Remaining	\$	81,036
	\$	396,142

Other Potential Projects		
1. Community Center Maintenance Fund	\$	50,000
2. Fire Department Brush Truck	\$	300,000
3. Tennis Court Overlay	\$	100,000
4. Road & Shelters at Centennial Park	\$	700,000
5. Ballfield Lights at Penn Meadows	\$	500,000
6. Parking lot Improvements at Penn Meadows	\$	400,000
	\$	2,050,000



Financial Planning Model
For Year Ending June 30, 2022
(Updated January 22, 2021)



Public Safety

	FY20 Actual	FY21 Budget	FY22 Budget	FY23 Estimated	FY24 Estimated	FY25 Estimated	FY26 Estimated	ACCOUNT FOR utilities for new building (\$65K) & Dr. Barnum study (\$10K)
Police								
Budget Inflation Rate		13.52%	5.91%	5.00%	5.00%	5.00%	5.00%	
Personnel Services	\$ 2,427,036	\$ 2,623,113	\$ 2,790,177	\$ 2,929,686	\$ 3,076,170	\$ 3,229,979	\$ 3,391,478	
Services & Commodities	\$ 175,089	\$ 330,051	\$ 375,900	\$ 394,695	\$ 414,430	\$ 435,151	\$ 456,909	
Capital Outlay	\$ 4,426	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers	\$ 81,200	\$ 98,000	\$ 65,453	\$ 58,000	\$ 105,000	\$ 158,000	\$ 265,000	
Total	\$ 2,687,751	\$ 3,051,164	\$ 3,231,530	\$ 3,382,381	\$ 3,595,600	\$ 3,823,130	\$ 4,113,386	
Emergency Management								
Budget Inflation Rate		21.99%	4.85%	4.00%	4.00%	4.00%	4.00%	REPLACE two (2) patrol cars & related equipment
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Services & Commodities	\$ 18,608	\$ 22,700	\$ 23,800	\$ 24,752	\$ 25,742	\$ 26,772	\$ 27,843	
Capital Outlay	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ 18,608	\$ 22,700	\$ 23,800	\$ 74,752	\$ 25,742	\$ 26,772	\$ 27,843	
Fire								
Budget Inflation Rate		-45.91%	15.01%	5.00%	5.00%	5.00%	5.00%	ACCOUNT FOR training officer
Personnel Services	\$ 643,969	\$ 665,600	\$ 761,656	\$ 799,739	\$ 839,726	\$ 881,712	\$ 925,798	
SAFER Grant	\$ -	\$ -	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	
Services & Commodities	\$ 190,362	\$ 163,965	\$ 168,900	\$ 177,345	\$ 186,212	\$ 195,523	\$ 205,299	
Capital Outlay	\$ 29,020	\$ 22,000	\$ 41,400	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000	ADD PT weekend day staff (\$35K)
Transfers	\$ 755,322	\$ 24,000	\$ -	\$ 125,000	\$ 150,000	\$ 150,000	\$ 175,000	
Total	\$ 1,618,673	\$ 875,565	\$ 1,006,956	\$ 1,161,084	\$ 1,234,938	\$ 1,286,235	\$ 1,365,097	
Building Inspections								
Budget Inflation Rate		8.81%	4.00%	5.00%	5.00%	5.00%	5.00%	ACCOUNT FOR Fire Station updates (\$17.4K) New & replacement PPE (\$24K)
Personnel Services	\$ 377,007	\$ 397,944	\$ 416,489	\$ 437,313	\$ 459,179	\$ 482,138	\$ 506,245	
Services & Commodities	\$ 48,866	\$ 65,465	\$ 65,465	\$ 68,738	\$ 72,175	\$ 75,784	\$ 79,573	
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ 425,873	\$ 463,409	\$ 481,954	\$ 506,052	\$ 531,354	\$ 557,922	\$ 585,818	
Animal Control								
Budget Inflation Rate		201.42%	0.00%	4.00%	4.00%	4.00%	4.00%	
Personnel Services	\$ 2,338	\$ 5,100	\$ 5,100	\$ 5,304	\$ 5,516	\$ 5,737	\$ 5,966	
Services & Commodities	\$ 5,193	\$ 17,600	\$ 18,100	\$ 18,824	\$ 19,577	\$ 20,360	\$ 21,174	
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ 7,531	\$ 22,700	\$ 23,200	\$ 24,128	\$ 25,093	\$ 26,097	\$ 27,141	
Traffic Safety								
Budget Inflation Rate		70.00%	2.99%	5.00%	5.00%	5.00%	5.00%	REFER TO FY20 General Fund Balance Policy Allocation page
Personnel Services	\$ 21,499	\$ 36,549	\$ 37,641	\$ 39,523	\$ 41,499	\$ 43,574	\$ 45,753	
Services & Commodities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ 21,499	\$ 36,549	\$ 37,641	\$ 39,523	\$ 41,499	\$ 43,574	\$ 45,753	
Total Expenditures	\$ 4,779,935	\$ 4,472,087	\$ 4,805,081	\$ 5,187,919	\$ 5,454,227	\$ 5,763,730	\$ 6,165,037	

A Breakdown of Public Safety

% of General Fund Budget	30.94%	32.04%	31.71%	31.67%	31.76%	32.01%	32.88%
Cost/Capita	\$ 251.59	\$ 227.02	\$ 235.55	\$ 245.88	\$ 250.21	\$ 256.18	\$ 265.75
Total Personnel Costs	\$ 3,471,849	\$ 3,728,306	\$ 4,011,063	\$ 4,211,565	\$ 4,422,090	\$ 4,643,140	\$ 4,875,239
% of Public Safety Expenditures	72.63%	83.37%	83.48%	81.18%	81.08%	80.56%	79.08%

Fire Capital Fund

	FY20 Actual	FY21 Budget	FY22 Budget	FY23 Estimated	FY24 Estimated	FY25 Estimated	FY26 Estimated
Revenues							
Transfer from General Fund	\$ -	\$ 46,000	\$ -	\$ 149,000	\$ 174,000	\$ 174,000	\$ 199,000
Transfer from Reserves	\$ 755,322	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Revenue	\$ 198,785	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Obligation Bond Proceeds	\$ -	\$ 464,793	\$ 270,000	\$ 329,000	\$ 6,000,000	\$ 2,125,000	\$ -
Total Revenues	\$ 954,107	\$ 510,793	\$ 270,000	\$ 478,000	\$ 6,174,000	\$ 2,299,000	\$ 199,000
Equipment*							
Pierce Pumper Truck	\$ 213,322	\$ 464,793					
Danko Tanker Truck	\$ 292,000						
Fire Station #2 Land	\$ 250,000						
Personal Protective Gear & Equip	\$ 27,416	\$ 24,000					
Off-Road Brush Fire Truck			\$ 270,000				
Training Tower Infrastructure				\$ 329,000			
SCBA Compressor & Fill Station				\$ 75,000			
Fire Station #2					\$ 6,000,000		
Staff Vehicle					\$ 65,000		
Fire Station #2 Pumper Truck						\$ 825,000	
Platform Ladder Truck						\$ 1,300,000	
Total Expenditures	\$ 782,738	\$ 488,793	\$ 270,000	\$ 404,000	\$ 6,065,000	\$ 2,125,000	\$ -
Net Change in Fund Balance	\$ 171,369	\$ 22,000	\$ -	\$ 74,000	\$ 109,000	\$ 174,000	\$ 199,000
Beginning Fund Balance	\$ 277,785	\$ 235,448	\$ 257,448	\$ 257,448	\$ 331,448	\$ 440,448	\$ 614,448
Ending Fund Balance	\$ 235,448	\$ 257,448	\$ 257,448	\$ 331,448	\$ 440,448	\$ 614,448	\$ 813,448

REFER TO
FY20
General
Fund
Balance
Policy
Allocation
page

Equipment* See Capital Improvements Plan (CIP) for equipment details.

Public Works

	FY20 Actual	FY21 Budget	FY22 Budget	FY23 Estimated	FY24 Estimated	FY25 Estimated	FY26 Estimated
Solid Waste Collection							
Budget Inflation Rate		-26.23%	50.88%	4.00%	4.00%	4.00%	4.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ 1,382,728	\$ 1,020,000	\$ 1,539,000	\$ 1,600,560	\$ 1,664,582	\$ 1,731,166	\$ 1,800,412
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 1,382,728	\$ 1,020,000	\$ 1,539,000	\$ 1,600,560	\$ 1,664,582	\$ 1,731,166	\$ 1,800,412
Transit							
Budget Inflation Rate		41.32%	0.00%	28.57%	4.00%	4.00%	4.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ 123,834	\$ 175,000	\$ 175,000	\$ 225,000	\$ 234,000	\$ 243,360	\$ 253,094
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 123,834	\$ 175,000	\$ 175,000	\$ 225,000	\$ 234,000	\$ 243,360	\$ 253,094
Streets							
Budget Inflation Rate		0.00%	0.00%	0.00%	100.00%	0.00%	0.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ 18,679	\$ -	\$ -	\$ -	\$ 99,500	\$ -	\$ -
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 18,679	\$ -	\$ -	\$ -	\$ 99,500	\$ -	\$ -
Total Expenditures	\$ 1,525,241	\$ 1,195,000	\$ 1,714,000	\$ 1,825,560	\$ 1,998,082	\$ 1,974,526	\$ 2,053,507

FYI
Expenses
has an
offsetting
revenue.

A Breakdown of Public Works

% of General Fund Budget	9.87%	8.56%	11.31%	11.14%	11.63%	10.97%	10.95%
Cost/Capita	\$ 80.28	\$ 60.66	\$ 84.02	\$ 86.52	\$ 91.66	\$ 87.76	\$ 88.52
Total Personnel Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
% of Public Works Expenditures	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Health & Social Services

	FY20 Actual	FY21 Budget	FY22 Budget	FY23 Estimated	FY24 Estimated	FY25 Estimated	FY26 Estimated
Social Services							
Budget Inflation Rate		6.19%	8.00%	3.00%	3.00%	3.00%	3.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ 117,716	\$ 125,000	\$ 135,000	\$ 139,050	\$ 143,222	\$ 147,518	\$ 151,944
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 117,716	\$ 125,000	\$ 135,000	\$ 139,050	\$ 143,222	\$ 147,518	\$ 151,944
Total Expenditures	\$ 117,716	\$ 125,000	\$ 135,000	\$ 139,050	\$ 143,222	\$ 147,518	\$ 151,944

A Breakdown of Social Services

% of General Fund Budget	0.76%	0.90%	0.89%	0.85%	0.83%	0.82%	0.81%
Cost/Capita	\$ 6.20	\$ 6.35	\$ 6.62	\$ 6.59	\$ 6.57	\$ 6.56	\$ 6.55
Total Personnel Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
% of Health & Social Services Expenditures	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Discretionary Fund Applicants	FY20 Award	FY21 Award	FY22 Request	FY22 Actual
Any Given Child	\$ 2,176	\$ 3,500	\$ -	\$ -
Big Brothers/Big Sisters	\$ 3,000	\$ 4,000	\$ -	\$ -
CommUnity Crisis Services & Food Bank	\$ 5,000	\$ 7,500	\$ -	\$ -
Domestic Violence Intervention Program	\$ 6,500	\$ 6,600	\$ -	\$ -
Elder Services, Inc & Horizons	\$ 8,500	\$ 10,000	\$ -	\$ -
Friends of the Center	\$ -	\$ 5,000	\$ -	\$ -
Girls on the Run of Eastern Iowa	\$ -	\$ 1,000	\$ -	\$ -
Houses into Homes	\$ -	\$ 3,500	\$ -	\$ -
Housing Trust Fund of Johnson Co	\$ 10,000	\$ 15,000	\$ -	\$ -
Iowa City Free Medical & Dental Clinic	\$ 1,500	\$ 2,500	\$ -	\$ -
Journey Above Poverty	\$ 1,000	\$ -	\$ -	\$ -
NL Family Resource Center	\$ 55,000	\$ 35,000	\$ -	\$ -
NL Food & Clothing Pantry	\$ 17,000	\$ 18,000	\$ -	\$ -
Rape Victim Advocacy Program	\$ 2,500	\$ 3,000	\$ -	\$ -
Shelter House Community Shelter	\$ 5,000	\$ 5,000	\$ -	\$ -
United Action for Youth	\$ -	\$ 4,000	\$ -	\$ -
Total	\$ 117,176	\$ 123,600	\$ -	\$ 135,000

ACCOUNT FOR
increase
from FY21,
based on
City Council
consensus
at budget
planning
session.

Culture & Recreation

	FY20 Actual	FY21 Budget	FY22 Budget	FY23 Estimated	FY24 Estimated	FY25 Estimated	FY26 Estimated
Library							
Budget Inflation Rate		11.08%	-0.68%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 881,518	\$ 961,115	\$ 944,209	\$ 991,419	\$ 1,040,990	\$ 1,093,040	\$ 1,147,692
Services & Commodities	\$ 222,966	\$ 265,720	\$ 274,340	\$ 288,057	\$ 302,460	\$ 317,583	\$ 333,462
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 1,104,484	\$ 1,226,835	\$ 1,218,549	\$ 1,279,476	\$ 1,343,450	\$ 1,410,623	\$ 1,481,154
Parks, Buildings & Grounds							
Budget Inflation Rate		-22.71%	4.79%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 606,555	\$ 698,948	\$ 737,140	\$ 773,997	\$ 812,697	\$ 853,332	\$ 895,998
Services & Commodities	\$ 164,995	\$ 195,350	\$ 199,850	\$ 209,843	\$ 220,335	\$ 231,351	\$ 242,919
Capital Outlay	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ 89,000	\$ 80,000	\$ 84,000	\$ 217,500	\$ 221,750	\$ 317,500	\$ 105,000
Total	\$ 1,260,550	\$ 974,298	\$ 1,020,990	\$ 1,201,340	\$ 1,254,781	\$ 1,402,183	\$ 1,243,917
Recreation							
Budget Inflation Rate		16.66%	1.93%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 1,054,026	\$ 1,216,532	\$ 1,268,825	\$ 1,332,266	\$ 1,398,880	\$ 1,468,824	\$ 1,542,265
Services & Commodities	\$ 367,458	\$ 443,500	\$ 424,100	\$ 445,305	\$ 467,570	\$ 490,949	\$ 515,496
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ 40,000	\$ 45,000	\$ 45,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Total	\$ 1,461,484	\$ 1,705,032	\$ 1,737,925	\$ 1,827,571	\$ 1,916,450	\$ 2,009,772	\$ 2,107,761
Community Center							
Budget Inflation Rate		-48.11%	-20.00%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ 142,886	\$ 221,000	\$ 232,000	\$ 243,600	\$ 255,780	\$ 268,569	\$ 281,997
Capital Outlay	\$ -	\$ 32,000	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ 416,000	\$ 37,000	\$ -	\$ 120,000	\$ 50,000	\$ 50,000	\$ 50,000
Total	\$ 558,886	\$ 290,000	\$ 232,000	\$ 363,600	\$ 305,780	\$ 318,569	\$ 331,997
Cemetery							
Budget Inflation Rate		60.15%	0.00%	6.00%	6.00%	6.00%	6.00%
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services & Commodities	\$ 24,977	\$ 40,000	\$ 40,000	\$ 42,400	\$ 44,944	\$ 47,641	\$ 50,499
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 24,977	\$ 40,000	\$ 40,000	\$ 42,400	\$ 44,944	\$ 47,641	\$ 50,499
Aquatic Center							
Budget Inflation Rate		-4.02%	3.00%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 469,083	\$ 613,640	\$ 630,477	\$ 662,001	\$ 695,101	\$ 729,856	\$ 766,349
Services & Commodities	\$ 172,530	\$ 328,500	\$ 339,900	\$ 356,895	\$ 374,740	\$ 393,477	\$ 413,151
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ 340,000	\$ -	\$ -	\$ 18,000	\$ -	\$ -	\$ -
Total	\$ 981,613	\$ 942,140	\$ 970,377	\$ 1,036,896	\$ 1,069,841	\$ 1,123,333	\$ 1,179,499
Total Expenditures	\$ 5,391,994	\$ 5,178,305	\$ 5,219,841	\$ 5,751,283	\$ 5,935,246	\$ 6,312,120	\$ 6,394,828

REPLACE
two (2)
Avant 528
snow
removal
tractors
(\$84K)

REPLACE
exercise
equipment
(\$45K)

REFER TO
FY20
General
Fund
Balance
Policy
Allocation
page

A Breakdown of Culture & Recreation

% of General Fund Budget	34.90%	37.10%	34.45%	35.11%	34.56%	35.06%	34.10%
Cost/Capita	\$ 283.80	\$ 262.87	\$ 255.89	\$ 272.59	\$ 272.27	\$ 280.55	\$ 275.65
Total Personnel Costs	\$ 3,011,182	\$ 3,490,235	\$ 3,580,651	\$ 3,759,684	\$ 3,947,668	\$ 4,145,051	\$ 4,352,304
% of C & R Expenditures	55.85%	67.40%	68.60%	65.37%	66.51%	65.67%	68.06%

Community & Economic Development

	FY20 Actual	FY21 Budget	FY22 Budget	FY23 Estimated	FY24 Estimated	FY25 Estimated	FY26 Estimated	
Community Beautification								SUPPORT ICAD (\$75K), Blues & BBQ (\$15K), UNESCO (\$10K), Entrepren'l Dev't Center (\$10K)
Budget Inflation Rate		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Services & Commodities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Economic Development								
Budget Inflation Rate		4.51%	4.35%	3.00%	3.00%	3.00%	3.00%	
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Services & Commodities	\$ 110,035	\$ 115,000	\$ 120,000	\$ 123,600	\$ 127,308	\$ 131,127	\$ 135,061	
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ 110,035	\$ 115,000	\$ 120,000	\$ 123,600	\$ 127,308	\$ 131,127	\$ 135,061	
Planning & Zoning								REFER TO FY20 General Fund Balance Policy Allocation page
Budget Inflation Rate		-14.68%	2.40%	5.00%	5.00%	5.00%	5.00%	
Personnel Services	\$ 215,395	\$ 205,831	\$ 227,535	\$ 238,912	\$ 250,857	\$ 263,400	\$ 276,570	
Services & Commodities	\$ 380,540	\$ 303,000	\$ 293,500	\$ 308,175	\$ 323,584	\$ 339,763	\$ 356,751	
Capital Outlay	\$ 445	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ 596,380	\$ 508,831	\$ 521,035	\$ 547,087	\$ 574,441	\$ 603,163	\$ 633,321	
Communications								ADD new Community Center Engagement Coordinator
Budget Inflation Rate		18.65%	14.44%	5.00%	5.00%	5.00%	5.00%	
Personnel Services	\$ 293,968	\$ 323,469	\$ 376,674	\$ 395,508	\$ 415,283	\$ 436,047	\$ 457,850	
Services & Commodities	\$ 31,500	\$ 52,702	\$ 65,272	\$ 68,536	\$ 71,962	\$ 75,560	\$ 79,339	
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers	\$ -	\$ 10,000	\$ -	\$ 20,000	\$ 20,000	\$ -	\$ -	
Total	\$ 325,468	\$ 386,171	\$ 441,946	\$ 484,043	\$ 507,245	\$ 511,608	\$ 537,188	
Total Expenditures	\$ 1,031,883	\$ 1,010,002	\$ 1,082,981	\$ 1,154,730	\$ 1,208,995	\$ 1,245,898	\$ 1,305,570	
A Breakdown of Community & Economic Development								
% of General Fund Budget	6.68%	7.24%	7.15%	7.05%	7.04%	6.92%	6.96%	
Cost/Capita	\$ 54.31	\$ 51.27	\$ 53.09	\$ 54.73	\$ 55.46	\$ 55.38	\$ 56.28	
Total Personnel Costs	\$ 509,363	\$ 529,300	\$ 604,209	\$ 634,419	\$ 666,140	\$ 699,447	\$ 734,420	
% of C & ED Expenditures	49.36%	52.41%	55.79%	54.94%	55.10%	56.14%	56.25%	
								ADD wireless audio (\$3.2K)
								REPLACE collateral with new branding (\$5K), laptop (\$2K)

General Government

	FY20 Actual	FY21 Budget	FY22 Budget	FY23 Estimated	FY24 Estimated	FY25 Estimated	FY26 Estimated	
Mayor & Council								
Budget Inflation Rate		42.70%	0.00%	5.00%	5.00%	5.00%	5.00%	
Personnel Services	\$ 17,073	\$ 24,636	\$ 24,636	\$ 25,868	\$ 27,161	\$ 28,519	\$ 29,945	
Services & Commodities	\$ 541	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	
Capital Outlay	\$ -	\$ -	\$ -	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ 17,614	\$ 25,136	\$ 25,136	\$ 32,368	\$ 33,661	\$ 35,019	\$ 36,445	ACCOUNT FOR new IT Coordinator salary
Administration								
Budget Inflation Rate		-28.41%	11.45%	5.00%	5.00%	5.00%	5.00%	
Personnel Services	\$ 945,897	\$ 992,384	\$ 1,169,868	\$ 1,228,361	\$ 1,289,779	\$ 1,354,268	\$ 1,421,982	
Services & Commodities	\$ 697,481	\$ 657,130	\$ 668,518	\$ 701,944	\$ 737,041	\$ 773,893	\$ 812,588	
Capital Outlay	\$ 759	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	
Transfers	\$ 660,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ 2,304,137	\$ 1,649,514	\$ 1,838,386	\$ 1,940,305	\$ 2,036,821	\$ 2,138,162	\$ 2,244,570	
Elections								
Budget Inflation Rate		-100.00%		100.00%	-100.00%		-100.00%	
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	REPLACE computer equipment
Services & Commodities	\$ 2,495	\$ -	\$ 3,000	\$ 6,000	\$ -	\$ 6,000	\$ -	
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ 2,495	\$ -	\$ 3,000	\$ 6,000	\$ -	\$ 6,000	\$ -	ACCOUNT FOR add'l outside consultant fees
Legal & Tort Liability								
Budget Inflation Rate		1.43%	9.49%	5.00%	5.00%	5.00%	5.00%	
Personnel Services	\$ 199,913	\$ 221,997	\$ 234,662	\$ 246,395	\$ 258,715	\$ 271,651	\$ 285,233	
Services & Commodities	\$ 30,297	\$ 11,500	\$ 21,000	\$ 22,050	\$ 23,153	\$ 24,310	\$ 25,526	
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ 230,210	\$ 233,497	\$ 255,662	\$ 268,445	\$ 281,867	\$ 295,961	\$ 310,759	
Personnel								
Budget Inflation Rate		45.95%	5.76%	5.00%	5.00%	5.00%	5.00%	
Personnel Services	\$ 27,946	\$ 48,500	\$ 49,500	\$ 51,975	\$ 54,574	\$ 57,302	\$ 60,168	INCLUDES additional equity training
Services & Commodities	\$ 19,673	\$ 21,000	\$ 24,000	\$ 25,200	\$ 26,460	\$ 27,783	\$ 29,172	
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ 47,619	\$ 69,500	\$ 73,500	\$ 77,175	\$ 81,034	\$ 85,085	\$ 89,340	
Total Expenditures	\$ 2,602,075	\$ 1,977,647	\$ 2,195,684	\$ 2,324,293	\$ 2,433,383	\$ 2,560,227	\$ 2,681,113	

A Breakdown of General Government

% of General Fund Budget	16.84%	14.17%	14.49%	14.19%	14.17%	14.22%	14.30%
Cost/Capita	\$ 136.96	\$ 100.39	\$ 107.64	\$ 110.16	\$ 111.63	\$ 113.79	\$ 115.57
Total Personnel Costs	\$ 1,190,829	\$ 1,287,517	\$ 1,478,666	\$ 1,552,599	\$ 1,630,229	\$ 1,711,741	\$ 1,797,328
% of General Gov't Expenditures	45.76%	65.10%	67.34%	66.80%	66.99%	66.86%	67.04%

General Fund Revenues

	FY20 Actual	FY21 Budget	FY22 Budget	FY23 Estimated	FY24 Estimated	FY25 Estimated	FY26 Estimated
Taxable Value							
Inflationary Rate		1.34%	6.93%	2.00%	2.00%	2.00%	2.00%
Regular	\$ 911,313,796	\$ 923,395,112	\$ 987,468,370	\$ 1,007,217,737	\$ 1,027,362,092	\$ 1,047,909,334	\$ 1,068,867,521
Agriculture	\$ 1,859,112	\$ 2,012,343	\$ 2,038,647	\$ 2,079,420	\$ 2,121,008	\$ 2,163,429	\$ 2,206,697
Tax Rates							
General	\$8.10000	\$8.10000	\$8.10000	\$8.10000	\$8.10000	\$8.10000	\$8.10000
Insurance	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000
Transit	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000
Emergency	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000
Other	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000
Total	\$8.10000	\$8.10000	\$8.10000	\$8.10000	\$8.10000	\$8.10000	\$8.10000
Trust & Agency	\$1.72309	\$2.00238	\$2.00238	\$2.00238	\$2.00238	\$2.00238	\$2.00238
Agriculture	\$3.00375	\$3.00375	\$3.00375	\$3.00375	\$3.00375	\$3.00375	\$3.00375
Tax Rate Revenues							
General	\$ 7,421,655	\$ 7,479,500	\$ 7,998,494	\$ 8,158,464	\$ 8,321,633	\$ 8,488,066	\$ 8,657,827
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Emergency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ 302,630	\$ 200,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
Trust & Agency	\$ 1,591,264	\$ 1,887,791	\$ 1,977,287	\$ 2,016,833	\$ 2,057,169	\$ 2,098,313	\$ 2,140,279
Agriculture	\$ 5,520	\$ 6,045	\$ 6,124	\$ 6,246	\$ 6,371	\$ 6,498	\$ 6,628
Utility Excise Tax	\$ 24,923	\$ 33,119	\$ 33,583	\$ 34,255	\$ 34,940	\$ 35,639	\$ 36,351
Mobile Home Taxes	\$ 24,803	\$ 25,000	\$ 25,000	\$ 25,500	\$ 26,010	\$ 26,530	\$ 27,061
Total	\$ 9,370,795	\$ 9,631,455	\$ 10,340,487	\$ 10,541,297	\$ 10,746,123	\$ 10,955,045	\$ 11,168,146
Inflationary Rate		36.80%	-6.92%	1.00%	1.00%	1.00%	1.00%
Licenses & Permits	\$ 515,917	\$ 705,800	\$ 656,950	\$ 663,520	\$ 670,155	\$ 676,856	\$ 683,625
Inflationary Rate		11.67%	-37.95%	1.00%	1.00%	1.00%	1.00%
Use of Money	\$ 135,671	\$ 151,500	\$ 94,000	\$ 94,940	\$ 95,889	\$ 96,848	\$ 97,817
Inflationary Rate		-29.15%	15.89%	1.00%	1.00%	1.00%	1.00%
Intergovernmental	\$ 318,015	\$ 225,316	\$ 261,123	\$ 263,734	\$ 266,372	\$ 269,035	\$ 271,726
Inflationary Rate		-2.37%	24.59%	3.00%	3.00%	3.00%	3.00%
Charges for Services	\$ 2,340,018	\$ 2,284,650	\$ 2,846,400	\$ 2,931,792	\$ 3,019,746	\$ 3,110,338	\$ 3,203,648
Inflationary Rate		-65.51%	0.00%	2.00%	2.00%	2.00%	2.00%
Miscellaneous	\$ 144,956	\$ 50,000	\$ 50,000	\$ 51,000	\$ 52,020	\$ 53,060	\$ 54,122
Inflationary Rate		-9.50%	-12.19%	-12.60%	5.00%	0.00%	0.00%
Utility Accounting & Collection	\$ 637,998	\$ 577,379	\$ 507,017	\$ 443,137	\$ 465,294	\$ 465,294	\$ 465,294
Inflationary Rate		50% of backfill	100% of backfill	75% of backfill	50% of backfill	25% of backfill	0.00%
State Property Tax Backfill	\$ -	\$ 123,842	\$ 302,489	\$ 226,867	\$ 151,245	\$ 75,622	\$ -
Total	\$ 13,463,370	\$ 13,749,942	\$ 15,058,466	\$ 15,216,287	\$ 15,466,843	\$ 15,702,100	\$ 15,944,377

Permitting fees are slightly down in FY21; conservatively projecting that trend to continue in FY22.

Much of this increase is explained by the new garbage and recycle fees, which have an offsetting expense (pass-through funds).

Planning for 100% of the backfill to be funded in FY22.

General Fund Summary

	FY20 Actual	FY21 Budget	FY22 Budget	FY23 Estimated	FY24 Estimated	FY25 Estimated	FY26 Estimated
Revenues							
Property Taxes	\$ 9,370,795	\$ 9,631,455	\$ 10,340,487	\$ 10,541,297	\$ 10,746,123	\$ 10,955,045	\$ 11,168,146
Licenses & Permits	\$ 515,917	\$ 705,800	\$ 656,950	\$ 663,520	\$ 670,155	\$ 676,856	\$ 683,625
Use of Money	\$ 135,671	\$ 151,500	\$ 94,000	\$ 94,940	\$ 95,889	\$ 96,848	\$ 97,817
Intergovernmental	\$ 318,015	\$ 225,316	\$ 261,123	\$ 263,734	\$ 266,372	\$ 269,035	\$ 271,726
Charges for Services	\$ 2,340,018	\$ 2,284,650	\$ 2,846,400	\$ 2,931,792	\$ 3,019,746	\$ 3,110,338	\$ 3,203,648
Miscellaneous	\$ 144,956	\$ 50,000	\$ 50,000	\$ 51,000	\$ 52,020	\$ 53,060	\$ 54,122
Utility Accounting & Collection	\$ 637,998	\$ 577,379	\$ 507,017	\$ 443,137	\$ 465,294	\$ 465,294	\$ 465,294
State Funded Property Tax Backfill	\$ -	\$ 123,842	\$ 302,489	\$ 226,867	\$ 151,245	\$ 75,622	\$ -
Total General Fund Revenues	\$ 13,463,370	\$ 13,749,942	\$ 15,058,466	\$ 15,216,287	\$ 15,466,843	\$ 15,702,100	\$ 15,944,377
Expenditures							
Public Safety	\$ 4,779,935	\$ 4,472,087	\$ 4,805,081	\$ 5,187,919	\$ 5,454,227	\$ 5,763,730	\$ 6,165,037
Public Works	\$ 1,525,241	\$ 1,195,000	\$ 1,714,000	\$ 1,825,560	\$ 1,998,082	\$ 1,974,526	\$ 2,053,507
Health & Social Services	\$ 117,716	\$ 125,000	\$ 135,000	\$ 139,050	\$ 143,222	\$ 147,518	\$ 151,944
Culture & Recreation	\$ 5,391,994	\$ 5,178,305	\$ 5,219,841	\$ 5,751,283	\$ 5,935,246	\$ 6,312,120	\$ 6,394,828
Community & Economic Dev't	\$ 1,031,883	\$ 1,010,002	\$ 1,082,981	\$ 1,154,730	\$ 1,208,995	\$ 1,245,898	\$ 1,305,570
General Government	\$ 2,602,075	\$ 1,977,647	\$ 2,195,684	\$ 2,324,293	\$ 2,433,383	\$ 2,560,227	\$ 2,681,113
Total General Fund Expenditures	\$ 15,448,844	\$ 13,958,041	\$ 15,152,587	\$ 16,382,836	\$ 17,173,154	\$ 18,004,019	\$ 18,751,999
Net Change in Fund Balance	\$ (1,985,474)	\$ (208,099)	\$ (94,121)	\$ (1,166,549)	\$ (1,706,311)	\$ (2,301,919)	\$ (2,807,622)
Beginning Fund Balance	\$ 7,521,725	\$ 4,302,115	\$ 4,302,115	\$ 4,302,115	\$ 3,135,566	\$ 1,429,255	\$ (872,664)
Fund Balance Allocation Policy	\$ (1,234,136)	\$ 208,099	\$ 94,121	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance	\$ 4,302,115	\$ 4,302,115	\$ 4,302,115	\$ 3,135,566	\$ 1,429,255	\$ (872,664)	\$ (3,680,286)
% Reserved	31.95%	31.29%	28.57%	20.61%	9.24%	-5.56%	-23.08%
Total Revenues/Capita	\$ 709	\$ 698	\$ 738	\$ 721	\$ 710	\$ 698	\$ 687
Expenditures/Capita							
Public Safety	\$ 252	\$ 227	\$ 236	\$ 246	\$ 250	\$ 256	\$ 266
Public Works	\$ 80	\$ 61	\$ 84	\$ 87	\$ 92	\$ 88	\$ 89
Health & Social Services	\$ 6	\$ 6	\$ 7	\$ 7	\$ 7	\$ 7	\$ 7
Culture & Recreation	\$ 284	\$ 263	\$ 256	\$ 273	\$ 272	\$ 281	\$ 276
Community & Economic Dev't	\$ 54	\$ 51	\$ 53	\$ 55	\$ 55	\$ 55	\$ 56
General Government	\$ 137	\$ 100	\$ 108	\$ 110	\$ 112	\$ 114	\$ 116
Total GF Expenditures/Capita	\$ 813	\$ 709	\$ 743	\$ 776	\$ 788	\$ 800	\$ 808
Personnel Expenditures							
Public Safety	\$ 3,471,849	\$ 3,728,306	\$ 4,011,063	\$ 4,211,565	\$ 4,422,090	\$ 4,643,140	\$ 4,875,239
Public Works	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health & Social Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Culture & Recreation	\$ 3,011,182	\$ 3,490,235	\$ 3,580,651	\$ 3,759,684	\$ 3,947,668	\$ 4,145,051	\$ 4,352,304
Community & Economic Dev't	\$ 509,363	\$ 529,300	\$ 604,209	\$ 634,419	\$ 666,140	\$ 699,447	\$ 734,420
General Government	\$ 1,190,829	\$ 1,287,517	\$ 1,478,666	\$ 1,552,599	\$ 1,630,229	\$ 1,711,741	\$ 1,797,328
Total Personnel Expenditures	\$ 8,183,223	\$ 9,035,358	\$ 9,674,589	\$ 10,158,267	\$ 10,666,128	\$ 11,199,379	\$ 11,759,291
% of General Fund Expenditures	52.97%	64.73%	63.85%	62.01%	62.11%	62.20%	62.71%

REFER TO
FY20
General
Fund
Balance
Policy
Allocation
page

FY20 General Fund Balance Policy Allocation

Unassigned General Fund Balance	\$	5,097,238
General Fund Revenues	\$	13,463,370
Fund Balance as a Percentage of Revenues		37.86%

Fund Balance Policy (30% of Revenues)	\$	4,039,011
Balance Required to be Assigned	\$	1,058,227

Potential Projects

Included in the FY22 Budget

1. FY22 General Fund Deficit	\$	94,121
2. Civic Campus Design	\$	300,000
3. Comprehensive Plan Update	\$	100,000
4. Fire Station Alert System	\$	62,000
5. Community Center Maintenance Fund	\$	47,000
6. Pool Capital Fund	\$	65,000
7. Technology Updates	\$	75,000
	\$	743,121

FY20 Remaining	\$	315,106
FY19 Remaining	\$	81,036
	\$	396,142

Other Potential Projects

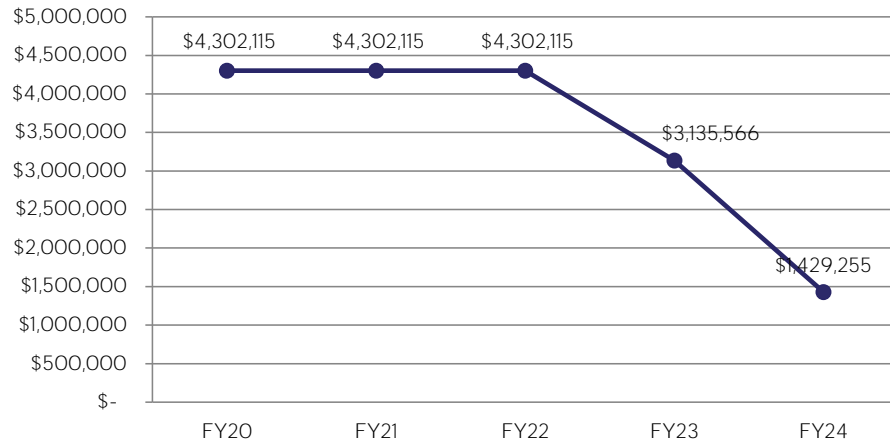
1. Community Center Maintenance Fund	\$	50,000
2. Fire Department Brush Truck	\$	300,000
3. Tennis Court Overlay	\$	100,000
4. Road & Shelters at Centennial Park	\$	700,000
5. Ballfield Lights at Penn Meadows	\$	500,000
6. Parking lot Improvements at Penn Meadows	\$	400,000
	\$	2,050,000

Will provide for an alarm system throughout the facility that will notify the entire building when a call is dispatched. The system includes speakers, integration into the building's lighting system, message board, and other alerting features.

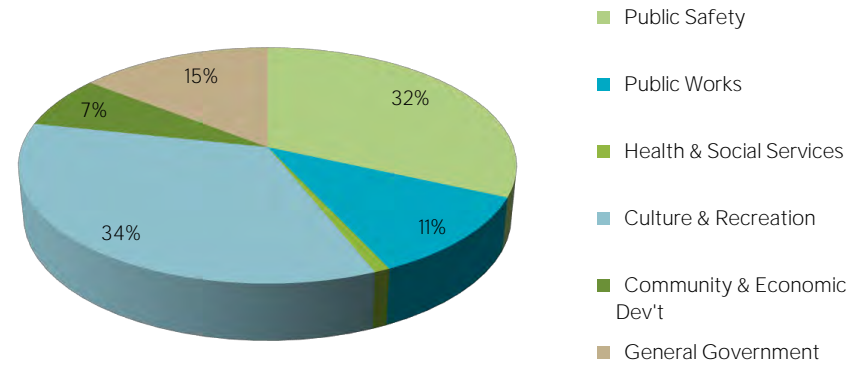
REPLACE building control system (\$33K)
REFURBISH paint (\$14K)

REPLACE indoor/outdoor pool lights (\$14K); ceiling tiles in pool area (\$11K); pool heaters (\$70K); remaining funds to be allocated from pool capital reserve funds.

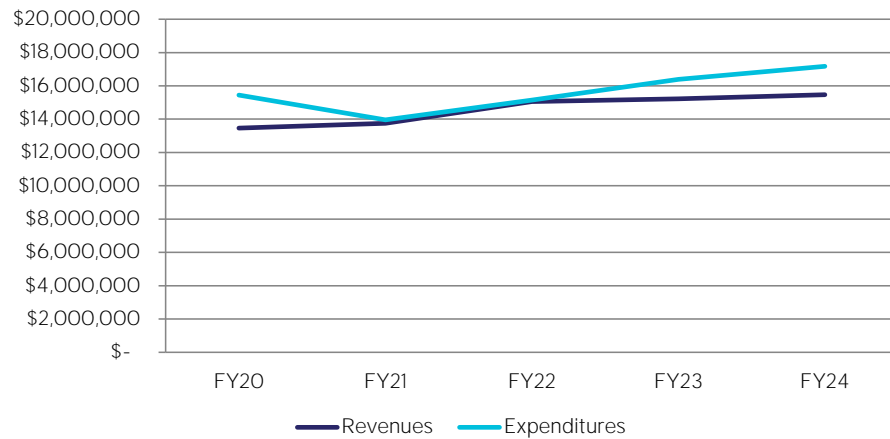
General Fund Balance Projection



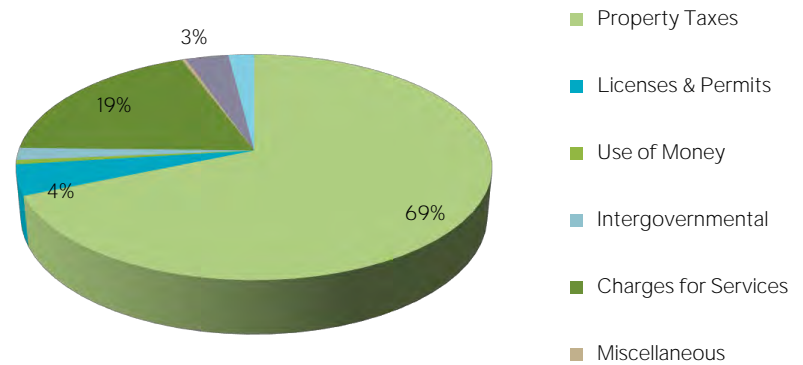
General Fund FY21 Expenditure Breakdown



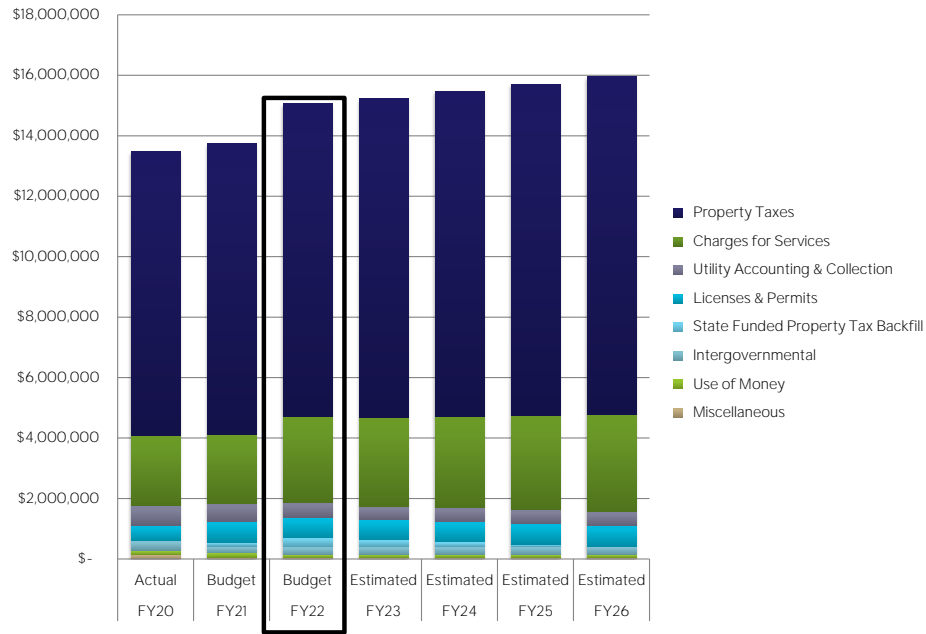
General Fund Revenue/Expense Projections



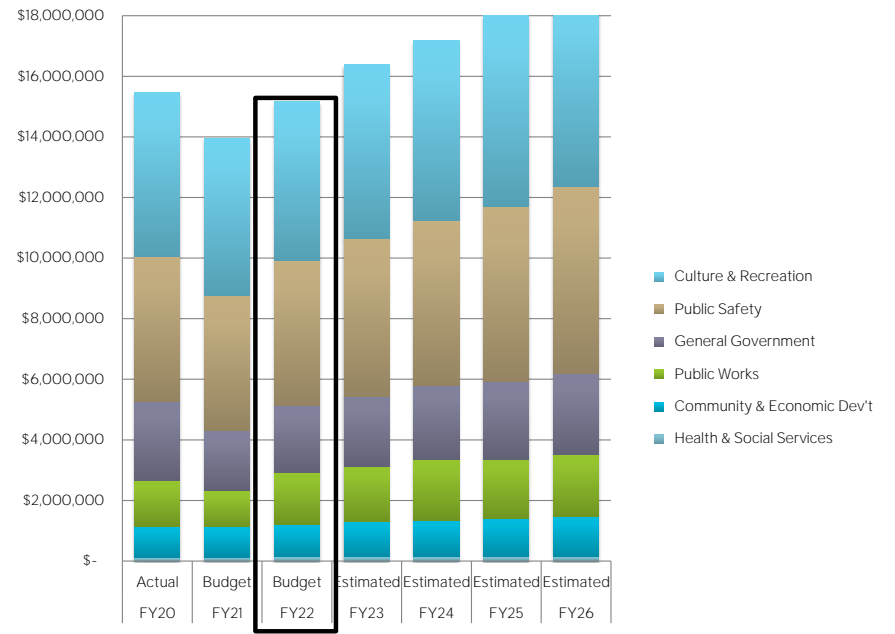
General Fund FY21 Revenue Breakdown



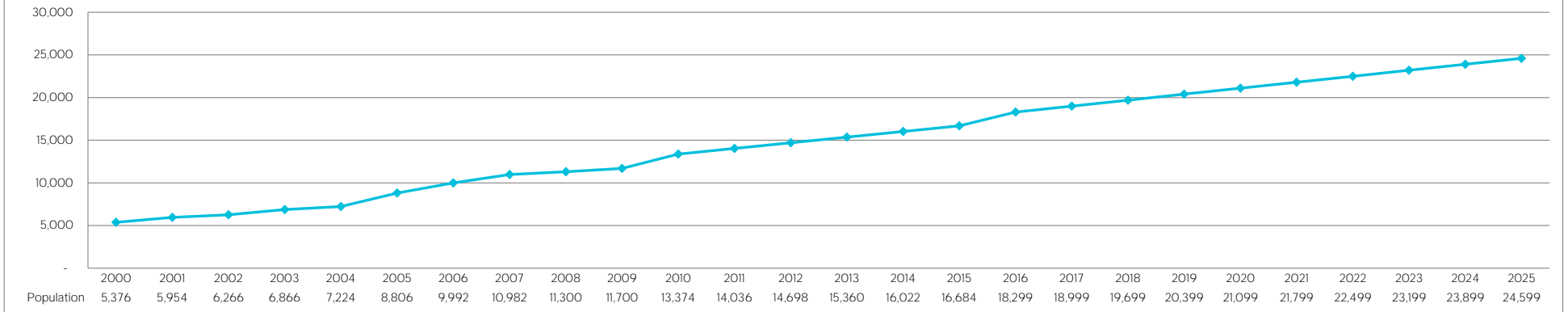
History & Forecast of General Fund Revenues



History & Forecast of General Fund Expenditures



North Liberty Census History and Forecast



Hotel/Motel Tax

	FY20	FY21	FY22	FY23	FY24	FY25	FY26	
	Actual	Budget	Budget	Estimated	Estimated	Estimated	Estimated	
Revenues								
Budget Inflation Rate		1.21%	-13.33%	2.00%	2.00%	2.00%	2.00%	
Taxes Collected	\$ 74,105	\$ 75,000	\$ 65,000	\$ 71,000	\$ 72,420	\$ 73,868	\$ 75,346	ACCOUNT FOR lower revenues due to COVID-19 travel restrictions
Expenditures								
CVB Contribution	\$ 18,526	\$ 18,750	\$ 16,250	\$ 17,750	\$ 18,105	\$ 18,467	\$ 18,836	
Services & Commodities	\$ 6,544	\$ 6,623	\$ 6,755	\$ 6,890	\$ 7,028	\$ 7,168	\$ 7,312	
Projects	\$ 41,000	\$ 60,000	\$ 25,000	\$ -	\$ 245,000	\$ -	\$ 14,500	
Total	\$ 66,070	\$ 85,373	\$ 48,005	\$ 24,640	\$ 270,133	\$ 25,636	\$ 40,648	
Net Change in Fund Balance	\$ 8,035	\$ (10,373)	\$ 16,995	\$ 46,360	\$ (197,713)	\$ 48,233	\$ 34,697	
Beginning Fund Balance	\$ 70,818	\$ 78,853	\$ 68,480	\$ 85,475	\$ 131,835	\$ (65,878)	\$ (17,645)	
Ending Fund Balance	\$ 78,853	\$ 68,480	\$ 85,475	\$ 131,835	\$ (65,878)	\$ (17,645)	\$ 17,052	
% Reserved	119.35%	80.21%	178.05%	535.04%	-24.39%	-68.83%	41.95%	ADD concrete border & ADA ramp around Penn Meadows Playground (\$15K) REPLACE holiday decorations (\$10K)

Road Use Tax (RUT) Fund

	FY20 Actual	FY21 Budget	FY22 Budget	FY23 Estimated	FY24 Estimated	FY25 Estimated	FY26 Estimated	Revenues projected on 2010 census count; hopeful 2020 count will take effect prior to year end	
Population	18,299	18,299	18,299	21,099	21,099	21,099	21,099		
RUT Formula Funding/Capita	\$ 106.69	\$ 103.75	\$ 103.75	\$ 103.75	\$ 103.75	\$ 103.75	\$ 103.75		
2015 Gas Tax Funding/Capita	\$ 21.85	\$ 21.25	\$ 21.25	\$ 21.25	\$ 21.25	\$ 21.25	\$ 21.25		
Revenues									
RUT Formula Funding/Capita	\$ 1,952,263	\$ 1,898,521	\$ 1,898,521	\$ 2,189,021	\$ 2,189,021	\$ 2,189,021	\$ 2,189,021		
2015 Gas Tax Funding/Capita	\$ 399,861	\$ 388,854	\$ 388,854	\$ 448,354	\$ 448,354	\$ 448,354	\$ 448,354		
Total	\$ 2,352,124	\$ 2,287,375	\$ 2,287,375	\$ 2,637,375	\$ 2,637,375	\$ 2,637,375	\$ 2,637,375		
Expenditures									
Budget Inflation Rate		1.14%	3.56%	5.00%	5.00%	5.00%	5.00%	ADD dump truck (\$220K), skid steer attachments (\$40K) & soil conditioner (\$10K)	
Personnel Services	\$ 716,197	\$ 720,228	\$ 766,800	\$ 805,140	\$ 845,397	\$ 887,667	\$ 932,050		
Services & Commodities	\$ 357,803	\$ 371,660	\$ 383,660	\$ 402,843	\$ 422,985	\$ 444,134	\$ 466,341		
Snow & Ice Removal	\$ 120,578	\$ 135,000	\$ 145,000	\$ 152,250	\$ 159,863	\$ 167,856	\$ 176,248		
Traffic Safety	\$ 92,741	\$ 128,000	\$ 130,000	\$ 136,500	\$ 143,325	\$ 150,491	\$ 158,016		
Street Lighting	\$ 71,984	\$ 70,000	\$ 74,000	\$ 77,700	\$ 81,585	\$ 85,664	\$ 89,947	REPLACE locator truck (\$12.5K) w/ water, sewer & storm water	
Transfers									
Equipment Revolving	\$ 329,000	\$ 280,000	\$ 282,500	\$ 295,000	\$ 280,000	\$ 295,000	\$ 230,000		
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Debt	\$ 146,740	\$ 144,440	\$ 147,040	\$ 146,940	\$ 149,190	\$ 146,070	\$ 147,690		
Street Repair Program	\$ 377,966	\$ 388,854	\$ 388,854	\$ 448,354	\$ 448,354	\$ 448,354	\$ 448,354		
Billing & Accounting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total	\$ 2,213,009	\$ 2,238,182	\$ 2,317,854	\$ 2,464,727	\$ 2,530,698	\$ 2,625,236	\$ 2,648,647		
Net Change in Fund Balance	\$ 139,115	\$ 49,193	\$ (30,479)	\$ 172,648	\$ 106,677	\$ 12,139	\$ (11,272)		
Beginning Fund Balance	\$ 1,700,814	\$ 1,839,929	\$ 1,889,122	\$ 1,858,644	\$ 2,031,292	\$ 2,137,968	\$ 2,150,107		
Ending Fund Balance	\$ 1,839,929	\$ 1,889,122	\$ 1,858,644	\$ 2,031,292	\$ 2,137,968	\$ 2,150,107	\$ 2,138,836		
% Reserved	83.14%	84.40%	80.19%	82.41%	84.48%	81.90%	80.75%		

A Breakdown of Road Use Tax (RUT) Fund

Total Personnel Costs	\$ 716,197	\$ 720,228	\$ 766,800	\$ 805,140	\$ 845,397	\$ 887,667	\$ 932,050
% of RUT Fund Expenditures	32.36%	32.18%	33.08%	32.67%	33.41%	33.81%	35.19%

Street Repair Program

	FY20 Actual	FY21 Budget	FY22 Budget	FY23 Estimated	FY24 Estimated	FY25 Estimated	FY26 Estimated
Revenues							
Transfer from RUT Fund	\$ 377,966	\$ 388,854	\$ 388,854	\$ 448,354	\$ 448,354	\$ 448,354	\$ 448,354
Other Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ 377,966	\$ 388,854	\$ 388,854	\$ 448,354	\$ 448,354	\$ 448,354	\$ 448,354
Projects*							
North Main Street	\$ 437,528						
Stewart Street				\$ 1,450,000			
North Front Street (Dubuque to Penn)						\$ 1,000,000	
Total Expenditures	\$ 437,528	\$ -	\$ -	\$ -	\$ 1,450,000	\$ -	\$ 1,000,000
Net Change in Fund Balance	\$ (59,562)	\$ 388,854	\$ 388,854	\$ 448,354	\$ (1,001,646)	\$ 448,354	\$ (551,646)
Beginning Fund Balance	\$ (671,317)	\$ (730,879)	\$ (342,025)	\$ 46,829	\$ 495,182	\$ (506,464)	\$ (58,110)
Ending Fund Balance	\$ (730,879)	\$ (342,025)	\$ 46,829	\$ 495,182	\$ (506,464)	\$ (58,110)	\$ (609,757)

Projects* See Capital Improvements Plan (CIP) for project details.

Utility Rate Analysis

Waste Water Rate Increase Analysis					
		FY21	FY22	Difference	
Base Rate	\$	31.24	\$ 31.24	\$	-
Rate/1000 gallons	\$	5.63	\$ 5.63	\$	-
Consumption (in gallons)	Cost per Month		FY22 Increase		
	FY21	FY22	%	\$	
3,000	\$ 42.50	\$ 42.50	0%	\$	-
5,000	\$ 53.76	\$ 53.76	0%	\$	-
8,000	\$ 70.65	\$ 70.65	0%	\$	-
11,000	\$ 87.54	\$ 87.54	0%	\$	-

Water Rate Increase Analysis					
		FY21	FY22	Difference	
Base Rate	\$	17.10	\$ 17.44	\$	0.34
Rate/1000 gallons	\$	6.87	\$ 7.01	\$	0.14
Consumption (in gallons)	Cost per Month		FY22 Increase		
	FY21	FY22	%	\$	
3,000	\$ 30.84	\$ 31.45	2%	\$	0.62
5,000	\$ 44.58	\$ 45.47	2%	\$	0.89
8,000	\$ 65.19	\$ 66.49	2%	\$	1.30
11,000	\$ 85.80	\$ 87.51	2%	\$	1.72

Storm Water Rate Increase Analysis					
		FY21	FY22	Difference	
Base Rate	\$	2.00	\$ 2.00	\$	-
Rate/1000 gallons	\$	-	\$ -	\$	-
Consumption (in gallons)	Cost per Month		FY22 Increase		
	FY21	FY22	%	\$	
3,000	\$ 2.00	\$ 2.00	0%	\$	-
5,000	\$ 2.00	\$ 2.00	0%	\$	-
8,000	\$ 2.00	\$ 2.00	0%	\$	-
11,000	\$ 2.00	\$ 2.00	0%	\$	-

Utility Rates Increase Analysis					
Consumption (in gallons)	Cost per Month		FY22 Increase		
	FY21	FY22	%	\$	
3,000	\$ 75.34	\$ 75.95	1%	\$	0.62
5,000	\$ 100.34	\$ 101.23	1%	\$	0.89
8,000	\$ 137.84	\$ 139.14	1%	\$	1.30
11,000	\$ 175.34	\$ 177.05	1%	\$	1.72

Storm Water Utility

	FY20 Actual	FY21 Budget	FY22 Budget	FY23 Estimated	FY24 Estimated	FY25 Estimated	FY26 Estimated
Budget Inflation Rate		1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
Number of Accounts	8,932	9,066	9,202	9,340	9,480	9,622	9,767
Base Rate	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Revenues							
Storm Water Fees	\$ 214,368	\$ 214,616	\$ 225,347	\$ 224,160	\$ 227,523	\$ 230,936	\$ 234,400
Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Connection Fees/Permits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Use of Money	\$ 1,391	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Miscellaneous	\$ 10,370	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts Receivable/Payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 226,129	\$ 215,616	\$ 226,347	\$ 225,160	\$ 228,523	\$ 231,936	\$ 235,400
Expenditures							
Budget Inflation Rate		42.02%	5.00%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 95,979	\$ 103,395	\$ 109,554	\$ 115,032	\$ 120,783	\$ 126,822	\$ 133,164
Services & Commodities	\$ 51,814	\$ 85,600	\$ 90,100	\$ 94,605	\$ 99,335	\$ 104,302	\$ 109,517
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers							
Equipment Revolving	\$ 23,000	\$ 70,000	\$ 12,500	\$ 87,500	\$ 68,250	\$ 37,500	\$ 105,000
Capital Reserve	\$ -	\$ -	\$ -	\$ 389,000	\$ 78,000	\$ 155,000	\$ 125,000
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Billing & Accounting	\$ 31,900	\$ 28,869	\$ 31,537	\$ 25,791	\$ 22,157	\$ 23,265	\$ 24,428
Total	\$ 202,693	\$ 287,864	\$ 243,691	\$ 711,928	\$ 388,526	\$ 446,889	\$ 497,109
Net Change in Fund Balance	\$ 23,436	\$ (72,248)	\$ (17,344)	\$ (486,767)	\$ (160,003)	\$ (214,954)	\$ (261,709)
Beginning Fund Balance	\$ 154,139	\$ 177,575	\$ 105,327	\$ 87,983	\$ (398,784)	\$ (558,787)	\$ (773,741)
Ending Fund Balance	\$ 177,575	\$ 105,327	\$ 87,983	\$ (398,784)	\$ (558,787)	\$ (773,741)	\$ (1,035,450)
% Reserved	87.61%	36.59%	36.10%	-56.01%	-143.82%	-173.14%	-208.29%
A Breakdown of Storm Water Utility							
Total Personnel Costs	\$ 95,979	\$ 103,395	\$ 109,554	\$ 115,032	\$ 120,783	\$ 126,822	\$ 133,164
% of Storm Water Utility Expenditures	47.35%	35.92%	44.96%	16.16%	31.09%	28.38%	26.79%

REPLACE
locator
truck
(\$12.5K) w/
water,
sewer &
streets

Projects on
hold until
new billing
structure is
launched.

Waste Water Utility Budget & Forecast

	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
	Actual	Budget	Budget	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated
Budget Inflation Rate		2.00%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
Number of Accounts	8,849	9,026	9,161	9,299	9,438	9,580	9,724	9,869	10,017	10,168	10,320	10,475	10,632
Gallons Sold	378,708,000	387,000,000	392,805,000	398,697,075	404,677,531	410,747,694	416,908,910	423,162,543	429,509,981	435,952,631	442,491,920	449,129,299	455,866,239
Proposed Rate Increase	1%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	2%	2%
Base Rate	\$ 31.24	\$ 31.24	\$ 31.24	\$ 31.24	\$ 31.24	\$ 31.24	\$ 31.24	\$ 31.24	\$ 31.24	\$ 31.24	\$ 31.24	\$ 31.86	\$ 32.50
Rate/1000 Gallons	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.74	\$ 5.86
Revenues													
Waste Water Sales	\$ 4,827,711	\$ 4,901,919	\$ 4,975,448	\$ 5,050,080	\$ 5,125,831	\$ 5,202,718	\$ 5,280,759	\$ 5,359,971	\$ 5,440,370	\$ 5,521,976	\$ 5,604,805	\$ 5,802,655	\$ 6,007,489
Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Connection Fees/Permits	\$ 23,500	\$ 35,000	\$ 35,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Use of Money	\$ 47,947	\$ 20,000	\$ -	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300
Miscellaneous	\$ 16,129	\$ 6,000	\$ 20,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts Receivable/Payable	\$ (36,754)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ 4,878,533	\$ 4,962,919	\$ 5,030,448	\$ 5,081,380	\$ 5,157,131	\$ 5,234,018	\$ 5,312,059	\$ 5,391,271	\$ 5,471,670	\$ 5,553,276	\$ 5,636,105	\$ 5,833,955	\$ 6,038,789
Expenditures													
Budget Inflation Rate		9.30%	2.53%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 633,728	\$ 754,543	\$ 777,103	\$ 815,958	\$ 856,756	\$ 899,594	\$ 944,574	\$ 991,802	\$ 1,041,392	\$ 1,093,462	\$ 1,148,135	\$ 1,205,542	\$ 1,265,819
Services & Commodities	\$ 882,265	\$ 1,055,975	\$ 1,074,975	\$ 1,128,724	\$ 1,185,160	\$ 1,244,418	\$ 1,306,639	\$ 1,371,971	\$ 1,440,569	\$ 1,512,598	\$ 1,588,228	\$ 1,667,639	\$ 1,751,021
Capital	\$ -	\$ 9,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers													
Equipment Revolving	\$ 65,000	\$ 125,000	\$ 12,500	\$ 90,000	\$ 50,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000
Capital Reserve	\$ 530,388	\$ 570,083	\$ 475,000	\$ 390,000	\$ 290,000	\$ 290,000	\$ 290,000	\$ 290,000	\$ 290,000	\$ 290,000	\$ 290,000	\$ 290,000	\$ 290,000
Revenue Debt	\$ 1,725,139	\$ 1,778,283	\$ 1,741,808	\$ 1,752,322	\$ 1,765,229	\$ 1,778,560	\$ 1,781,351	\$ 1,459,729	\$ 1,391,175	\$ 1,183,624	\$ 1,315,120	\$ 1,643,470	\$ 1,639,908
GO Debt	\$ 472,350	\$ 473,200	\$ 565,290	\$ 559,840	\$ 554,265	\$ 548,565	\$ 547,765	\$ 551,715	\$ 550,315	\$ 548,715	\$ 411,665	\$ 83,515	\$ 81,915
Billing & Accounting	\$ 303,049	\$ 274,255	\$ 240,166	\$ 252,174	\$ 264,783	\$ 278,022	\$ 291,923	\$ 306,519	\$ 321,845	\$ 337,938	\$ 354,835	\$ 372,576	\$ 391,205
Upcoming Projects													
SW Growth Utilities	\$ -	\$ -	\$ 281,879	\$ 280,851	\$ 283,131	\$ 281,670	\$ 283,449	\$ 281,415	\$ 282,567	\$ 283,308	\$ 283,670	\$ 285,000	\$ 285,000
Mid/Long Term Projects	\$ -	\$ -	\$ -	\$ 206,638	\$ 206,438	\$ 206,438	\$ 206,438	\$ 206,438	\$ 206,438	\$ 206,438	\$ 206,438	\$ 206,550	\$ 206,550
Total Expenditures	\$ 4,611,919	\$ 5,040,939	\$ 5,168,721	\$ 5,476,507	\$ 5,455,762	\$ 5,592,267	\$ 5,717,139	\$ 5,524,589	\$ 5,589,302	\$ 5,521,082	\$ 5,663,090	\$ 5,819,292	\$ 5,976,418
Net Change in Fund Balance	\$ 266,614	\$ (78,020)	\$ (138,273)	\$ (395,127)	\$ (298,631)	\$ (358,249)	\$ (405,079)	\$ (133,319)	\$ (117,632)	\$ 32,193	\$ (26,985)	\$ 14,663	\$ 62,371
Beginning Fund Balance	\$ 4,407,331	\$ 4,673,945	\$ 4,595,925	\$ 4,457,652	\$ 4,062,525	\$ 3,763,894	\$ 3,405,645	\$ 3,000,566	\$ 2,867,247	\$ 2,749,615	\$ 2,781,809	\$ 2,754,824	\$ 2,769,487
Ending Fund Balance	\$ 4,673,945	\$ 4,595,925	\$ 4,457,652	\$ 4,062,525	\$ 3,763,894	\$ 3,405,645	\$ 3,000,566	\$ 2,867,247	\$ 2,749,615	\$ 2,781,809	\$ 2,754,824	\$ 2,769,487	\$ 2,831,857
% Reserved	101.34%	91.17%	86.24%	74.18%	68.99%	60.90%	52.48%	51.90%	49.19%	50.39%	48.65%	47.59%	47.38%
Total Personnel Costs	\$ 633,728	\$ 754,543	\$ 777,103	\$ 815,958	\$ 856,756	\$ 899,594	\$ 944,574	\$ 991,802	\$ 1,041,392	\$ 1,093,462	\$ 1,148,135	\$ 1,205,542	\$ 1,265,819
% of Waste Water Utility Expenditures	13.74%	14.97%	15.03%	14.90%	15.70%	16.09%	16.52%	17.95%	18.63%	19.81%	20.27%	20.72%	21.18%
Debt Service Coverage													
Net Revenue/All Revenue Debt	1.95	1.77	1.82	1.79	1.76	1.74	1.72	2.07	2.15	2.49	2.20	1.80	1.84
Required Coverage	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20
Desired Coverage	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25
Difference (Actual vs. Required)	0.75	0.57	0.62	0.59	0.56	0.54	0.52	0.87	0.95	1.29	1.00	0.60	0.64
REPLACE locator truck (\$12.5K) w/ water, storm water & streets				Anticipate new debt for SW Growth Utilities to come on line.				REFURBISH manholes (\$70K); west trunk sewer (\$185K) REPLACE membranes (\$220K)					

Waste Water Utility Budget & Forecast

Waste Water Rate Increase Analysis																								
		Monthly Waste Water Costs Based on Usage																						
		FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32										
Consumption in Gallons	3,000	\$	42.50	\$	42.50	\$	42.50	\$	42.50	\$	42.50	\$	42.50	\$	42.50	\$	42.50	\$	42.50	\$	43.35	\$	44.22	
	5,000	\$	53.76	\$	53.76	\$	53.76	\$	53.76	\$	53.76	\$	53.76	\$	53.76	\$	53.76	\$	53.76	\$	54.84	\$	55.93	
	8,000	\$	70.65	\$	70.65	\$	70.65	\$	70.65	\$	70.65	\$	70.65	\$	70.65	\$	70.65	\$	70.65	\$	72.06	\$	73.50	
	11,000	\$	87.54	\$	87.54	\$	87.54	\$	87.54	\$	87.54	\$	87.54	\$	87.54	\$	87.54	\$	87.54	\$	89.29	\$	91.08	
	15,000	\$	110.06	\$	110.06	\$	110.06	\$	110.06	\$	110.06	\$	110.06	\$	110.06	\$	110.06	\$	110.06	\$	112.26	\$	114.51	
	3,000	Additional Waste Water Cost/Month	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	0.85	\$	0.87
	5,000		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1.08	\$	1.10
	8,000		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1.41	\$	1.44
	11,000		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1.75	\$	1.79
	15,000		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	2.20	\$	2.25
	3,000	Additional Waste Water Cost/Year	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	10.20	\$	10.40
	5,000		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	12.90	\$	13.16
	8,000		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	16.96	\$	17.30
	11,000		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	21.01	\$	21.43
	15,000		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	26.41	\$	26.94

Water Utility Budget & Forecast

	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
	Actual	Budget	Budget	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated
Budget Inflation Rate	2.00%	2.00%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
Number of Accounts	9,090	9,090	9,226	9,365	9,505	9,648	9,793	9,939	10,088	10,240	10,393	10,549	10,708
Gallons Sold	376,000,000	402,084,000	408,115,260	414,236,989	420,450,544	426,757,302	433,158,661	439,656,041	446,250,882	452,944,645	459,738,815	466,634,897	473,634,421
Proposed Rate Increase	3.0%	3.0%	2.0%	2.0%	2.0%	0.0%	0.0%	0.0%	2.0%	3.0%	3.0%	3.0%	3.0%
Base Rate	\$ 16.60	\$ 17.10	\$ 17.44	\$ 17.79	\$ 18.14	\$ 18.14	\$ 18.14	\$ 18.14	\$ 18.51	\$ 19.06	\$ 19.63	\$ 20.22	\$ 20.83
Rate/1000 Gallons	\$ 6.67	\$ 6.87	\$ 7.01	\$ 7.15	\$ 7.29	\$ 7.29	\$ 7.29	\$ 7.29	\$ 7.44	\$ 7.66	\$ 7.89	\$ 8.13	\$ 8.37
Revenues													
Water Sales	\$ 3,708,103	\$ 3,878,017	\$ 4,014,911	\$ 4,156,637	\$ 4,303,366	\$ 4,367,917	\$ 4,433,435	\$ 4,499,937	\$ 4,658,785	\$ 4,870,527	\$ 5,091,892	\$ 5,323,318	\$ 5,565,263
Sales Tax	\$ 237,342	\$ 232,681	\$ 240,895	\$ 249,398	\$ 258,202	\$ 262,075	\$ 266,006	\$ 269,996	\$ 279,527	\$ 292,232	\$ 305,514	\$ 319,399	\$ 333,916
Connection Fees/Permits	\$ 92,330	\$ 108,000	\$ 103,000	\$ 103,000	\$ 103,000	\$ 103,000	\$ 103,000	\$ 103,000	\$ 103,000	\$ 103,000	\$ 103,000	\$ 103,000	\$ 103,000
Use of Money	\$ 33,749	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Miscellaneous	\$ 10,831	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts Receivable/Payable	\$ (34,443)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ 4,047,912	\$ 4,239,198	\$ 4,379,305	\$ 4,529,535	\$ 4,685,068	\$ 4,753,492	\$ 4,822,942	\$ 4,893,433	\$ 5,061,812	\$ 5,286,258	\$ 5,520,906	\$ 5,766,218	\$ 6,022,679
Expenditures													
Budget Inflation Rate		18.29%	-0.54%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 635,644	\$ 688,958	\$ 739,051	\$ 776,004	\$ 814,804	\$ 855,544	\$ 898,321	\$ 943,237	\$ 990,399	\$ 1,039,919	\$ 1,091,915	\$ 1,146,511	\$ 1,203,836
Services & Commodities	\$ 1,099,176	\$ 1,134,295	\$ 1,179,695	\$ 1,238,680	\$ 1,300,614	\$ 1,365,644	\$ 1,433,927	\$ 1,505,623	\$ 1,580,904	\$ 1,659,949	\$ 1,742,947	\$ 1,830,094	\$ 1,921,599
Capital	\$ 12,181	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Transfers													
Equipment Revolving	\$ 124,000	\$ 35,000	\$ 62,500	\$ -	\$ 125,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000
Capital Reserve	\$ 165,000	\$ 200,000	\$ 145,000	\$ 120,000	\$ 70,000	\$ 225,000	\$ 220,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
Revenue Debt	\$ 1,034,275	\$ 1,727,505	\$ 1,526,878	\$ 1,503,791	\$ 1,274,841	\$ 1,271,871	\$ 1,625,168	\$ 1,503,240	\$ 1,500,000	\$ 1,497,340	\$ 1,494,240	\$ 1,490,700	\$ 1,487,720
GO Debt	\$ 393,350	\$ 320,750	\$ 319,950	\$ 244,050	\$ 249,550	\$ 249,850	\$ 250,050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Billing & Accounting	\$ 303,049	\$ 274,255	\$ 240,166	\$ 252,174	\$ 264,783	\$ 278,022	\$ 291,923	\$ 306,519	\$ 321,845	\$ 337,938	\$ 354,835	\$ 372,576	\$ 391,205
Upcoming Projects													
SW Growth Utilities	\$ -	\$ -	\$ 143,603	\$ 143,103	\$ 144,542	\$ 143,792	\$ 144,943	\$ 143,863	\$ 144,653	\$ 143,165	\$ 143,561	\$ 144,000	\$ 144,000
Maintenance Facility Addition	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 136,683	\$ 137,341	\$ 137,864	\$ 138,262	\$ 138,485	\$ 135,304	\$ 135,304
Control Bldgs & Generators (4&5)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 159,671	\$ 159,114	\$ 160,715	\$ 159,880	\$ 159,880
Plant Expansion & Well(s)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 308,296	\$ 307,221	\$ 310,311	\$ 310,311
Total Expenditures	\$ 3,766,675	\$ 4,455,763	\$ 4,431,843	\$ 4,352,802	\$ 4,319,133	\$ 4,539,724	\$ 5,151,015	\$ 4,889,824	\$ 5,185,337	\$ 5,608,983	\$ 5,758,918	\$ 5,914,376	\$ 6,078,855
Net Change in Fund Balance	\$ 281,237	\$ (216,565)	\$ (52,538)	\$ 176,734	\$ 365,935	\$ 213,768	\$ (328,073)	\$ 3,610	\$ (123,525)	\$ (322,725)	\$ (238,013)	\$ (148,159)	\$ (56,176)
Beginning Fund Balance	\$ 1,375,814	\$ 1,657,051	\$ 1,440,486	\$ 1,387,948	\$ 1,564,681	\$ 1,930,616	\$ 2,144,384	\$ 1,816,311	\$ 1,819,921	\$ 1,696,396	\$ 1,373,671	\$ 1,135,658	\$ 987,500
Ending Fund Balance	\$ 1,657,051	\$ 1,440,486	\$ 1,387,948	\$ 1,564,681	\$ 1,930,616	\$ 2,144,384	\$ 1,816,311	\$ 1,819,921	\$ 1,696,396	\$ 1,373,671	\$ 1,135,658	\$ 987,500	\$ 931,324
% Reserved	43.99%	32.33%	31.32%	35.95%	44.70%	47.24%	35.26%	37.22%	32.72%	24.49%	19.72%	16.70%	15.32%
Total Personnel Costs	\$ 635,644	\$ 688,958	\$ 739,051	\$ 776,004	\$ 814,804	\$ 855,544	\$ 898,321	\$ 943,237	\$ 990,399	\$ 1,039,919	\$ 1,091,915	\$ 1,146,511	\$ 1,203,836
% of Water Utility Expenditures	16.88%	15.46%	16.68%	17.83%	18.86%	18.85%	17.44%	19.29%	19.10%	18.54%	18.96%	19.39%	19.80%
Debt Service Coverage													
Net Revenue/All Revenue Debt	2.22	1.36	1.56	1.62	1.96	1.93	1.49	1.58	1.61	1.69	1.76	1.84	1.91
Required Coverage	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20
Desired Coverage	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25
Difference (Actual vs. Required)	1.02	0.16	0.36	0.42	0.76	0.73	0.29	0.38	0.41	0.49	0.56	0.64	0.71
NEW used semi-truck (\$50K) REPLACE locator truck (\$12.5K) w/ sewer, storm water & streets				Anticipate new debt for SW Growth Utilities to come on line.				ADD GIS Mapping Database: 2 of 2 (\$45K) REFURBISH ground storage tank (\$20K) REPLACE membranes (\$80K)					

Water Utility Budget & Forecast

Water Rate Increase Analysis																										
		Monthly Water Costs Based on Usage																								
		FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32												
Consumption in Gallons	3,000	\$	29.94	\$	30.84	\$	31.45	\$	32.08	\$	32.73	\$	32.73	\$	32.73	\$	33.38	\$	34.38	\$	35.41	\$	36.48	\$	37.57	
	5,000	\$	43.28	\$	44.58	\$	45.47	\$	46.38	\$	47.31	\$	47.31	\$	47.31	\$	48.25	\$	49.70	\$	51.19	\$	52.73	\$	54.31	
	8,000	\$	63.29	\$	65.19	\$	66.49	\$	67.82	\$	69.18	\$	69.18	\$	69.18	\$	70.56	\$	72.68	\$	74.86	\$	77.11	\$	79.42	
	11,000	\$	83.30	\$	85.80	\$	87.51	\$	89.27	\$	91.05	\$	91.05	\$	91.05	\$	92.87	\$	95.66	\$	98.53	\$	101.48	\$	104.53	
	15,000	\$	109.98	\$	113.28	\$	115.54	\$	117.86	\$	120.21	\$	120.21	\$	120.21	\$	122.62	\$	126.30	\$	130.08	\$	133.99	\$	138.01	
	3,000	Additional Water Cost/Month	\$	0.90	\$	0.62	\$	0.63	\$	0.64	\$	-	\$	-	\$	-	\$	0.65	\$	1.00	\$	1.03	\$	1.06	\$	1.09
	5,000		\$	1.30	\$	0.89	\$	0.91	\$	0.93	\$	-	\$	-	\$	-	\$	0.95	\$	1.45	\$	1.49	\$	1.54	\$	1.58
	8,000		\$	1.90	\$	1.30	\$	1.33	\$	1.36	\$	-	\$	-	\$	-	\$	1.38	\$	2.12	\$	2.18	\$	2.25	\$	2.31
	11,000		\$	2.50	\$	1.72	\$	1.75	\$	1.79	\$	-	\$	-	\$	-	\$	1.82	\$	2.79	\$	2.87	\$	2.96	\$	3.04
	15,000		\$	3.30	\$	2.27	\$	2.31	\$	2.36	\$	-	\$	-	\$	-	\$	2.40	\$	3.68	\$	3.79	\$	3.90	\$	4.02
	3,000	Additional Water Cost/Year	\$	10.78	\$	7.40	\$	7.55	\$	7.70	\$	-	\$	-	\$	-	\$	7.85	\$	12.02	\$	12.38	\$	12.75	\$	13.13
	5,000		\$	15.58	\$	10.70	\$	10.91	\$	11.13	\$	-	\$	-	\$	-	\$	11.35	\$	17.37	\$	17.89	\$	18.43	\$	18.98
	8,000		\$	22.78	\$	15.65	\$	15.96	\$	16.28	\$	-	\$	-	\$	-	\$	16.60	\$	25.40	\$	26.16	\$	26.95	\$	27.76
	11,000		\$	29.99	\$	20.59	\$	21.00	\$	21.42	\$	-	\$	-	\$	-	\$	21.85	\$	33.43	\$	34.44	\$	35.47	\$	36.53
	15,000		\$	39.59	\$	27.19	\$	27.73	\$	28.29	\$	-	\$	-	\$	-	\$	28.85	\$	44.14	\$	45.47	\$	46.83	\$	48.24

Tax Increment Financing (TIF) Summary of Existing & Forecasted Debt

Fiscal Year	TIF Valuation	TIF Revenue	Current TIF Bond Payments												Projected TIF Bond Payments					Total Debt Transfers	Holdover Funds	Beginning Cash	Surplus/ (Deficit)	Ending Cash	
			TIF Rebates	Repayment of Fund	2012B	2012	2013C	2014C	2015A	2017A	2017B	2018A	FGR Agreement	2019A	2020A	2022 Projects	2023 Projects	2024 Projects	2025 Projects						2026 Projects
2020	\$ 179,698,993	\$ 4,778,458	\$ 846,018		\$ 196,478	\$ 40,000	\$ 390,838	\$ 343,700	\$ 293,450	\$ 139,250	\$ 1,283,381	\$ 360,370	\$ 310,000	\$ 557,199						\$ 4,760,684	\$ -	\$ 1,663,990	\$ 17,774	\$ 1,681,764	
2021	\$ 209,426,140	\$ 5,632,284	\$ 846,983		\$ 194,358	\$ 40,000	\$ 393,938	\$ 337,700	\$ 293,350	\$ 135,650	\$ 1,285,281	\$ 609,603	\$ 325,000	\$ 976,678						\$ 5,438,541	\$ -	\$ 1,681,764	\$ 193,743	\$ 1,875,507	
2022	\$ 197,218,456	\$ 5,280,820	\$ 1,042,037	\$ 100,000	\$ 196,760	\$ 40,000	\$ 401,638	\$ 336,500	\$ 293,150	\$ 142,050	\$ 526,681	\$ 354,620	\$ 325,000	\$ 946,700	\$ 575,684					\$ 5,280,820	\$ -	\$ 1,875,507	\$ -	\$ 1,875,507	
2023	\$ 188,997,031	\$ 5,060,679	\$ 900,000	\$ 100,000	\$ 198,315	\$ 40,000	\$ 403,263	\$ 344,800	\$ 297,700	\$ 137,950	\$ 527,181	\$ 351,670	\$ 325,000	\$ 950,500	\$ 484,300					\$ 5,060,679	\$ -	\$ 1,875,507	\$ -	\$ 1,875,507	
2024	\$ 173,605,526	\$ 4,648,548	\$ 700,000	\$ 100,000			\$ 409,600	\$ 343,300	\$ 297,200	\$ 139,050	\$ 523,081	\$ 348,570		\$ 948,900	\$ 481,300	\$ 457,547				\$ 4,748,548	\$ 100,000	\$ 1,875,507	\$ (100,000)	\$ 1,775,507	
2025	\$ 163,757,002	\$ 4,384,839	\$ 700,000					\$ 341,700	\$ 296,600		\$ 523,881	\$ 350,320		\$ 957,000	\$ 478,200	\$ 457,557	\$ 429,581			\$ 4,534,839	\$ 150,000	\$ 1,775,507	\$ (150,000)	\$ 1,625,507	
2026	\$ 160,170,774	\$ 4,288,813	\$ 700,000						\$ 300,900		\$ 524,481	\$ 346,770		\$ 949,600	\$ 475,000	\$ 460,373	\$ 429,590	\$ 252,098		\$ 4,438,813	\$ 150,000	\$ 1,625,507	\$ (150,000)	\$ 1,475,507	
2027	\$ 156,863,468	\$ 4,200,255	\$ 650,000								\$ 529,881	\$ 348,070		\$ 462,000	\$ 466,700	\$ 463,071	\$ 432,234	\$ 255,046	\$ 593,253	\$ 4,200,255	\$ -	\$ 1,475,507	\$ -	\$ 1,475,507	
2028	\$ 156,050,704	\$ 4,178,492	\$ 650,000								\$ 529,363	\$ 344,070		\$ 458,800	\$ 463,400	\$ 458,479	\$ 434,767	\$ 252,554	\$ 593,266	\$ 443,793	\$ 4,628,492	\$ 450,000	\$ 1,475,507	\$ (450,000)	\$ 1,025,507
2029	\$ 149,274,240	\$ 3,997,042	\$ 650,000								\$ 533,000			\$ 460,500	\$ 465,000	\$ 460,854	\$ 430,456	\$ 256,513	\$ 596,917	\$ 443,803	\$ 4,297,042	\$ 300,000	\$ 1,025,507	\$ (300,000)	\$ 725,507
2030	\$ 138,729,302	\$ 3,714,685	\$ 600,000											\$ 457,000	\$ 461,400	\$ 462,773	\$ 432,685	\$ 253,879	\$ 600,414	\$ 446,534	\$ 3,714,685	\$ -	\$ 725,507	\$ -	\$ 725,507
2031	\$ 138,775,473	\$ 3,715,921	\$ 600,000											\$ 458,400	\$ 457,700	\$ 464,097	\$ 434,487	\$ 257,626	\$ 594,461	\$ 449,151	\$ 3,715,921	\$ -	\$ 725,507	\$ -	\$ 725,507
2032	\$ 138,321,158	\$ 3,703,756	\$ 600,000											\$ 459,600	\$ 453,900	\$ 457,681	\$ 435,730	\$ 254,608	\$ 597,540	\$ 444,697	\$ 3,703,756	\$ -	\$ 725,507	\$ -	\$ 725,507

Projects completed, money borrowed & actual payment schedule finalized.

Project not completed, money not borrowed & payment schedule estimated.

Summary of Proposed Debt		
	Amount	Term
2021 Projects	\$ 4,900,000	12
2022 Projects	\$ 4,600,000	12
2023 Projects	\$ 2,280,000	12
2024 Projects	\$ 990,000	10
2025 Projects	\$ 6,350,000	12
2026 Projects	\$ 2,950,000	12
TOTAL	\$ 22,070,000	
For additional information about projects, refer to CIP.		

General Obligation (GO) Summary of Existing & Forecasted Debt

Current GO Bond Payments										Upcoming GO Bond Payments		Projected GO Bond Payments												
Fiscal Year	Debt Service Valuation	Valuation Growth	2013A	2013B	2015A	2017A	2018A	FGR Agreement	2020A	2020 Projects	2021 Projects	2022 Projects	2023 Projects	2024 Projects	2025 Projects	2026 Projects	Total Payments	Holdover Funds	State Backfill	Tax Rate	Increase			
2020	\$ 1,091,012,789		\$ 279,890	\$ 156,778	\$ 91,950	\$ 351,600	\$ 114,163	\$ 325,000									\$ 1,319,381		\$ 36,577	\$ 1.21				
2021	\$ 1,136,909,944	4.21%	\$ 275,990	\$ 158,978	\$ 90,350	\$ 207,300	\$ 116,763	\$ 325,000	\$ 85,372								\$ 1,259,753	\$ 100,670	\$ 15,793	\$ 0.93	\$ (0.28)			
2022	\$ 1,181,789,276	3.95%	\$ 276,440	\$ 161,078	\$ 88,750	\$ 202,050	\$ 114,213	\$ 325,000	\$ 505,115								\$ 1,672,646	\$ 200,000	\$ 34,870	\$ 1.22	\$ 0.29			
2023	\$ 1,217,242,954	3.00%	\$ 276,405	\$ 162,928	\$ 92,150	\$ 196,800	\$ 116,663	\$ 325,000	\$ 501,915	\$ 493,567							\$ 2,165,428	\$ 600,000	\$ -	\$ 1.29	\$ 0.07			
2024	\$ 1,253,760,243	3.00%		\$ 164,440	\$ 90,450	\$ 201,550	\$ 113,963		\$ 493,615	\$ 492,226	\$ 33,256						\$ 1,589,499	\$ -	\$ -	\$ 1.27	\$ (0.02)			
2025	\$ 1,291,373,050	3.00%			\$ 93,750	\$ 126,100	\$ 111,263		\$ 490,315	\$ 494,598	\$ 33,644	\$ 392,445					\$ 1,742,116	\$ 100,000	\$ -	\$ 1.27	\$ 0.00			
2026	\$ 1,330,114,242	3.00%			\$ 91,950	\$ 127,650	\$ 113,563		\$ 486,915	\$ 490,097	\$ 33,316	\$ 392,454	\$ 409,409				\$ 2,145,353	\$ 400,000	\$ -	\$ 1.31	\$ 0.04			
2027	\$ 1,370,017,669	3.00%				\$ 129,050	\$ 110,713		\$ 483,415	\$ 492,273	\$ 33,838	\$ 394,869	\$ 409,418	\$ 364,479			\$ 2,418,055	\$ 400,000	\$ -	\$ 1.47	\$ 0.16			
2028	\$ 1,411,118,199	3.00%					\$ 112,863		\$ 479,815	\$ 494,208	\$ 33,490	\$ 397,183	\$ 411,937	\$ 364,487	\$ 416,286		\$ 2,710,269	\$ 126,448	\$ -	\$ 1.83	\$ 0.36			
2029	\$ 1,453,451,745	3.00%					\$ 109,863		\$ 476,115	\$ 488,928	\$ 33,985	\$ 393,245	\$ 414,351	\$ 366,730	\$ 416,295	\$ 275,537	\$ 2,975,048	\$ -	\$ -	\$ 2.05	\$ 0.22			
2030	\$ 1,497,055,297	3.00%					\$ 111,863		\$ 472,315	\$ 489,904	\$ 33,587	\$ 395,281	\$ 410,242	\$ 368,879	\$ 418,857	\$ 275,543	\$ 2,976,471	\$ -	\$ -	\$ 1.99	\$ (0.06)			
2031	\$ 1,541,966,956	3.00%					\$ 108,608		\$ 468,415	\$ 490,276	\$ 33,151	\$ 396,927	\$ 412,367	\$ 365,221	\$ 421,311	\$ 277,239	\$ 2,973,514	\$ -	\$ -	\$ 1.93	\$ (0.06)			
2032	\$ 1,588,225,965	3.00%							\$ 464,415	\$ 490,114	\$ 33,253	\$ 398,063	\$ 414,084	\$ 367,113	\$ 417,133	\$ 278,863	\$ 2,863,038	\$ -	\$ -	\$ 1.80	\$ (0.13)			
Projects completed, money borrowed & actual payment schedule finalized.										Project completed or in progress, money not borrowed & payment schedule estimated.		Project not completed, money not borrowed & payment schedule estimated.						Summary of Proposed Debt						
																		Amount					Term	
																		2020 Projects					15	
																		2021 Projects					10	
																		2022 Projects					12	
																		2023 Projects					12	
																		2024 Projects					12	
																		2025 Projects					12	
																		2026 Projects					12	
																		TOTAL					\$ 26,191,000	
																		For additional information about projects, refer to CIP.						

Property Tax Rate Analysis

Annual Property Tax Rate Projections & Comparisons

	FY20		FY21		FY22		FY23		FY24		FY25		FY26	
General Fund	\$	8.10	\$	8.10	\$	8.10	\$	8.10	\$	8.10	\$	8.10	\$	8.10
Special Reserves	\$	1.72	\$	2.00	\$	2.00	\$	2.00	\$	2.00	\$	2.00	\$	2.00
Debt Service	\$	1.21	\$	0.93	\$	1.22	\$	1.29	\$	1.27	\$	1.27	\$	1.31
Total	\$	11.03	\$	11.03	\$	11.32	\$	11.39	\$	11.37	\$	11.37	\$	11.41
\$ Adjustment			\$	-	\$	0.29	\$	0.07	\$	(0.02)	\$	0.00	\$	0.04
% Adjustment				0.00%		2.60%		0.61%		-0.16%		0.03%		0.36%

Residential Property Tax Projections & Comparisons

	FY20		FY21		FY22		FY23		FY24		FY25		FY26		Annual Average Increase
Home Value															
\$100,000	\$	627.94	\$	607.60	\$	638.50	\$	642.41	\$	641.38	\$	641.60	\$	643.89	
Annual Adjustment			\$	(20.34)	\$	30.90	\$	3.92	\$	(1.03)	\$	0.22	\$	2.29	\$ 2.66
\$200,000	\$	1,255.89	\$	1,215.20	\$	1,276.99	\$	1,284.83	\$	1,282.77	\$	1,283.20	\$	1,287.78	
Annual Adjustment			\$	(40.68)	\$	61.79	\$	7.83	\$	(2.06)	\$	0.43	\$	4.58	\$ 5.32
\$300,000	\$	1,883.83	\$	1,822.80	\$	1,915.49	\$	1,927.24	\$	1,924.15	\$	1,924.80	\$	1,931.67	
Annual Adjustment			\$	(61.03)	\$	92.69	\$	11.75	\$	(3.09)	\$	0.65	\$	6.87	\$ 7.97
Rollback		56.92%		55.07%		56.41%		56.41%		56.41%		56.41%		56.41%	

Commercial Property Tax Projections & Comparisons

	FY20		FY21		FY22		FY23		FY24		FY25		FY26		Annual Average Increase
Building Value															
\$100,000	\$	992.92	\$	992.91	\$	1,018.71	\$	1,024.96	\$	1,023.31	\$	1,023.66	\$	1,027.31	
Annual Adjustment			\$	(0.00)	\$	25.79	\$	6.25	\$	(1.64)	\$	0.34	\$	3.65	\$ 5.73
\$300,000	\$	2,978.75	\$	2,978.74	\$	3,056.13	\$	3,074.87	\$	3,069.94	\$	3,070.98	\$	3,081.93	
Annual Adjustment			\$	(0.01)	\$	77.38	\$	18.75	\$	(4.93)	\$	1.03	\$	10.96	\$ 17.20
\$500,000	\$	4,964.58	\$	4,964.57	\$	5,093.55	\$	5,124.79	\$	5,116.57	\$	5,118.29	\$	5,136.55	
Annual Adjustment			\$	(0.01)	\$	128.97	\$	31.25	\$	(8.22)	\$	1.72	\$	18.26	\$ 28.66
Rollback		90.00%		90.00%		90.00%		90.00%		90.00%		90.00%		90.00%	



FY 2022 - FY 2026
updated January 22, 2021

City of North Liberty, Iowa
Five-Year Capital Improvements Plan FY22-FY26 (July 1, 2021 - June 30, 2026)

PROJECT SCHEDULE FOR FY22: JULY 1, 2021 - JUNE 30, 2022

Department	Project ID#	Category	Project Type	Project Name	Phase or Frequency	Referenced Plan	Project Description	TOTALS	General Fund	Sewer Fund	Storm Sewer Fund	Water Fund	General Obligation (GO) Bond	Tax Increment Financing (TIF) Bond	Revenue Bond	Hotel/Motel Fund	Road Use Tax Fund	State Funds	Federal Funds	Other Sources
								\$ 7,185,453	\$ 194,453	\$ 487,500	\$ 12,500	\$ 207,500	\$ 3,417,000	\$ -	\$ -	\$ 15,000	\$ 282,500	\$ -	\$ -	\$ 2,569,000
Administration	22ADMN01	FACILITY	New Construction	Administrative Campus Design	Phase 2 - City Hall Addition		Design a new City Hall to accommodate administration, billing, building, communications, planning, human resources and City Council chambers.	\$ 600,000										FY20 Balance Allocation Priority =		\$ 300,000
																		Future GO Bond =		\$ 300,000
	22ADMN02	SYSTEM	Replacement	Comprehensive Plan Update	One-time		Hire consultant to coordinate an overhaul of North Liberty's Comprehensive Plan under the direction of City Planner & Administration, with assistance from Council & the public.	\$ 100,000										FY20 Balance Allocation Priority =		\$ 100,000
Fire	22FIRE01	FACILITY	Improvement	Fire Station Alerting System	One-time		Incorporate a fire station alerting system into the existing fire station.	\$ 62,000										FY20 Balance Allocation Priority =		\$ 62,000
	22FIRE02	FLEET	Replacement	Off Road Brush Fire Truck	One-time		Replace 2006 Alexis quick attack 4X4 for grass & field fires.	\$ 270,000					\$ 270,000							
Parks	22PARK01	FLEET	Replacement	Multi-purpose Tractors (2)	One-time		Replace 2011 & 2012 John Deere 1565 front rotary mowers used for snow removal with two (2) Avant 528 multi-purpose tractors.	\$ 84,000	\$ 84,000											
	22PARK02	PARK	New Construction	Centennial Park - Road	One-time	Park 2018 Priority 1	Complete the park road.	\$ 620,000											TBD =	\$ 620,000
	22PARK03	PARK	New Construction	Centennial Park - Shelter	One-time	Park 2018 Priority 1	Construct a shelter.	\$ 80,000											TBD =	\$ 80,000
	22PARK04	PARK	New Construction	Penn Meadows Park - Ball Field	One-time	Park 2018 Priority 3	Add ballfield lighting to north and/or south 4plex.	\$ 500,000											TBD =	\$ 500,000
	22PARK05	PARK	Maintenance/Cleaning	Penn Meadows Park - Parking	One-time	Park 2018 Priority 3	Repair & resurface existing north parking lot.	\$ 190,000											TBD =	\$ 190,000
	22PARK06	PARK	New Construction	Penn Meadows Park - Parking	One-time	Park 2018 Priority 3	Expand the existing north parking lot.	\$ 175,000											TBD =	\$ 175,000
	22PARK07	PARK	Improvement	Penn Meadows Park - Tennis Courts	One-time		Resurface tennis courts & convert two courts to six pickleball courts.	\$ 100,000											TBD =	\$ 100,000
	22PARK08	TRAIL	New Construction	New Segment - Penn Meadows	One-time	Park 2018 Priority 2	Install concrete border with ADA ramp and sidewalk connection in the middle playground area.	\$ 15,000								\$ 15,000				
	22PARK09	TRAIL	Maintenance/Cleaning	Repairs - Forevergreen Road Trail	One-time	Park 2018 Priority 2	Regrade and replace section of trail west of Keystone Place.	\$ 147,000					\$ 147,000							
Police	22POLC01	FLEET	Replacement	Drug Task Force Vehicle	Ongoing		Replace drug task force vehicle (212).	\$ 20,000	\$ 20,000											
	22POLC02	FLEET	Replacement	Patrol Car	Ongoing		Replace patrol car (203), including related equipment.	\$ 45,453	\$ 45,453											
Recreation & Aquatics	22RECR01	EQUIPMENT	Replacement	Recreation - Exercise	Ongoing		Annual designation of funds to replace cardio & weight exercise equipment at Community Center.	\$ 45,000	\$ 45,000											
	22RECR02	FACILITY	Maintenance/Cleaning	Aquatic - Ceiling Tiles	One-time		Replace acoustic ceiling tiles.	\$ 11,000											FY20 Balance Allocation Priority =	\$ 11,000
	22RECR03	FACILITY	Improvement	Aquatic - Heaters	One-time		Replace pool heaters (may need to construct separate building to house equipment).	\$ 70,000											FY20 Balance Allocation Priority =	\$ 70,000
	22RECR04	FACILITY	Maintenance/Cleaning	Aquatic - Lighting	One-time		Replace underwater lights in outdoor pool.	\$ 14,000											FY20 Balance Allocation Priority =	\$ 14,000
	22RECR05	FACILITY	Improvement	Community Center - HVAC	One-time		Replace Johnson Controls Metasys Building Automation System servicing building.	\$ 33,000											FY20 Balance Allocation Priority =	\$ 33,000
	22RECR06	FACILITY	Maintenance/Cleaning	Community Center - Painting	One-time		Repaint exterior of building.	\$ 14,000											FY20 Balance Allocation Priority =	\$ 14,000
Streets	22STRE01	EQUIPMENT	New Purchase	Soil Conditioner	One-time		Add dirt finisher attachment to prepare soil for the skid steer.	\$ 10,000									\$ 10,000			
	22STRE02	EQUIPMENT	New Purchase	Skid Steer Attachments	One-time		Add street planer, combination bucket, sweeper with gutter broom, stump grinder, tilt attachments for the skid steer.	\$ 40,000									\$ 40,000			
	22STRE03	FLEET	Replacement	Dump Truck & Snow Equipment	One-time		Replace 2011 International tandem axle dump truck and snow equipment.	\$ 220,000									\$ 220,000			
	22STRE04	STREET	Improvement	Dubuque Street	Phase D1	Dubuque Street Reconstruction Plan	Reconstruct Dubuque Street to 29ft wide urban cross-section from Main Street to Cherry Street (1/4 mile). Reconfigure where Front Street and Cherry Street intersect with Dubuque Street. Improve sidewalk to 5' trail on both sides of road.	\$ 3,000,000					\$ 3,000,000							
Waste Water	22WAST01	FACILITY	Replacement	Membrane Train Cassettes	Ongoing		Replace 5 of the 12 2008 GE membrane train cassettes in the membrane bioreactor (MBR) plant and convert to LEAP Air.	\$ 220,000		\$ 220,000										
	22WAST02	SYSTEM	Improvement	Manhole Rehabilitation	Ongoing		Rehabilitate aging and deteriorated manholes as needed to avoid infiltration of ground water.	\$ 70,000		\$ 70,000										
	22WAST03	SYSTEM	Maintenance/Cleaning	West Trunk Sewer Repair	Phase 4		Annual designation of funds to line the 24" west trunk sewer main with a repairing and protective coating.	\$ 185,000		\$ 185,000										
Water	22WATR01	FLEET	New Purchase	Semi Truck (used)	One-time		Add used semi truck to pull 80,000 lbs trailer.	\$ 50,000				\$ 50,000								
	22WATR02	SYSTEM	Maintenance/Cleaning	Ground Storage Tank	One-time		Drain, clean, and inspect 750,000 gallon ground storage tank.	\$ 20,000				\$ 20,000								
	22WATR03	SYSTEM	Replacement	Membrane Train Modules	4 of 5		Annual designation of funds to replace the Harn membrane train modules in the water plant.	\$ 80,000				\$ 80,000								
Combination Public Works	22WORK01	FLEET	Replacement - storm, streets, waste & water	Utility Locator Vehicle	One-time		Replace 2011 Ford Ranger pickup truck.	\$ 50,000		\$ 12,500	\$ 12,500	\$ 12,500				\$ 12,500				
	22WORK02	SYSTEM	Improvement - storm, streets, waste & water	GIS Mapping of Systems	2 of 3		Set aside for new utility GIS mapping application for sanitary sewer, storm sewer, and water networks.	\$ 45,000				\$ 45,000								

City of North Liberty, Iowa
Five-Year Capital Improvements Plan FY22-FY26 (July 1, 2021 - June 30, 2026)

PROJECT SCHEDULE FOR FY23: JULY 1, 2022 - JUNE 30, 2023

Department	Project ID#	Category	Project Type	Project Name	Phase or Frequency	Referenced Plan	Project Description	TOTALS	General Fund	Sewer Fund	Storm Sewer Fund	Water Fund	General Obligation (GO) Bond	Tax Increment Financing (TIF) Bond	Revenue Bond	Hotel/Motel Fund	Road Use Tax Fund	State Funds	Federal Funds	Other Sources
								\$ 15,198,000	\$ 533,500	\$ 480,000	\$ 476,500	\$ 120,000	\$ 7,959,000	\$ 3,809,000	\$ 520,000	\$ -	\$ 295,000	\$ -	\$ -	\$ 1,005,000
Administration	23ADMN01	FACILITY	New Construction	Administrative Campus	Phase 2 - City Hall Addition		Design and construct a new City Hall to accommodate administration, billing, building, communications, planning, human resources and City Council chambers. Includes addition to Police Headquarters.	\$ 7,000,000					\$ 7,000,000							
Communications	23COMM01	EQUIPMENT	Replacement	Digital Signage	One-time		Replaces monitors, other hardware and software used for internal, aging digital signage.	\$ 20,000	\$ 20,000											
Fire	23FIRE01	EQUIPMENT	Replacement	Air Compressor/Cascade System/SCBA Fill Station	One-time		Replace 1998 air compressor used to fill SCBA cylinders.	\$ 75,000									Fire Department Capital Reserve Fund =		\$ 75,000	
	23FIRE02	FACILITY	New Construction	Training Facility Infrastructure	One-time		Construct a concrete pad, road & hydrant for new training facility.	\$ 329,000					\$ 329,000							
Parks	23PARK01	EQUIPMENT	Replacement	Sprayer/Fertilizer	One-time		Replace 2006 PermaGreen sprayer/fertilizer machine with new Z-Spray Z-Max machine.	\$ 11,500	\$ 11,500											
	23PARK02	FACILITY	Improvement	Parks Shop - Driveway	One-time	Park 2018 Priority 3	Improve Parks Shop access by adding a concrete driveway.	\$ 75,000	\$ 75,000											
	23PARK03	FLEET	Replacement	Dump Truck	One-time		Replace 2006 Ford F350 dump truck with new Ford F450 dump truck with stainless steel dump box and sander & snowplow attachments.	\$ 75,000	\$ 37,500		\$ 37,500									
	23PARK04	FLEET	Replacement	Gator Utility Vehicle	One-time		Replace 2014 John Deere XUV 825i Gator Utility Vehicle with new utility vehicle.	\$ 17,500	\$ 17,500											
	23PARK05	FLEET	Replacement	Lawn Tractor - Ballfield	One-time		Replace 2012 John Deere X748 lawn tractor used for ballfield maintenance with new lawn tractor.	\$ 16,000	\$ 16,000											
	23PARK06	FLEET	Replacement	Pickup Truck	One-time		Replace 2015 Ford F-250 pickup truck with new pickup.	\$ 30,000	\$ 30,000											
	23PARK07	PARK	Improvement	Babe Ruth Field - Backstop	One-time		Improve ballfield backstop due to the orientation of the new parking lot.	\$ 30,000	\$ 30,000											
	23PARK08	PARK	New Construction	Babe Ruth Field - Restrooms/Concessions	One-time	Park 2018 Priority 1	Upgrade or replace restrooms/concessions/ storage building (possible joint project with field users).	\$ 60,000											Fundraising & Grants =	\$ 60,000
	23PARK09	PARK	New Construction	Centennial Park	One-time	Park 2018 Priority 2	Construct pavilion, outdoor performance venue & 5,000 sqft splash pad.	\$ 3,500,000						\$ 2,750,000					Fundraising & Grants =	\$ 750,000
	23PARK10	PARK	New Construction	Penn Meadows Park - Lighting	One-time	Park 2018 Priority 3	Add lighting to north parking lot.	\$ 100,000					\$ 100,000							
	23PARK11	PARK	New Construction	Ranshaw House - Fitness Equipment	One-time		Install senior outdoor fitness equipment.	\$ 120,000											Fundraising & Grants =	\$ 120,000
	23PARK12	TRAIL	Improvement	Widen Segment - Trails Plan	Ongoing	Trails 2009 Priority 6	Widen 1,448' segment on North Kansas Avenue from North Madison Avenue to West Lake Road.	\$ 180,000					\$ 180,000							
	23PARK13	TRAIL	New Construction	Trail Lighting	Ongoing	Park 2018 Priority 1	Install LED trail lighting at various locations.	\$ 100,000					\$ 100,000							
Police	23POLC01	FLEET	New Purchase	Administrative Vehicle	Ongoing		Add unmarked vehicle for administrative lieutenant (Z15).	\$ 25,000	\$ 25,000											
	23POLC02	FLEET	Replacement	Investigations Vehicle	Ongoing		Replace administrative vehicle (Z11).	\$ 33,000	\$ 33,000											
Recreation & Aquatics	23RECR01	EQUIPMENT	Replacement	Recreation - Exercise	Ongoing		Annual designation of funds to replace cardio & weight exercise equipment at Community Center.	\$ 50,000	\$ 50,000											
	23RECR02	FACILITY	Improvement	Aquatic - Bathrooms	One-time		Remodel Aquatic bathrooms.	\$ 250,000					\$ 250,000							
	23RECR03	FACILITY	Maintenance/Cleaning	Aquatic - Slides	One-time		Refurbish outdoor pool slides.	\$ 18,000	\$ 18,000											
	23RECR04	FACILITY	Improvement	Community Center - Snow Gems	Ongoing		Continue install of snow fence on roof.	\$ 120,000	\$ 120,000											
Storm Water	23STOR01	FLEET	Replacement	Storm Water Coordinator Vehicle	One-time		Replace 2012 F150 truck.	\$ 50,000			\$ 50,000									
	23STOR02	CREEK/POND	Improvement	Centennial Park Bio Cell Repair	1 of 3		Install cleanouts and repair bad tile sections and replant dead/damaged plants.	\$ 55,000			\$ 55,000									
	23STOR03	CREEK/POND	Maintenance/Cleaning	Liberty Centre Pond - Dredge	One-time		Dredge north point.	\$ 20,000			\$ 20,000									
	23STOR04	CREEK/POND	Maintenance/Cleaning	Liberty Centre Pond - Stone	One-time		Repair pond stone.	\$ 40,000			\$ 40,000									
	23STOR05	CREEK/POND	Maintenance/Cleaning	Muddy Creek Flood Control	Section 1		Remove silted-in debris and vegetation under and around Golview Drive Bridge.	\$ 25,000			\$ 25,000									
	23STOR06	CREEK/POND	Maintenance/Cleaning	Muddy Creek Flood Control	Section 2		Remove silted-in debris and vegetation under and around South Front Street Bridge.	\$ 7,000			\$ 7,000									
	23STOR07	CREEK/POND	Maintenance/Cleaning	Muddy Creek Flood Control	Section 3		Remove silted-in debris and vegetation under and around Rachael Street Bridge.	\$ 25,000			\$ 25,000									
	23STOR08	CREEK/POND	Improvement	Penn Meadows Park Bio Cell Repair	One-time		Install cleanouts and repair bad tile sections and replant dead/damaged plants.	\$ 27,000			\$ 27,000									
Streets	23STRE01	FLEET	Replacement	Animal Control Pickup Truck	One-time		Replace 2003 F-250 animal control unit.	\$ 75,000									\$ 75,000			
	23STRE02	FLEET	New Purchase	Dump Truck & Snow Equipment	One-time		Add new single axle dump truck and snow equipment.	\$ 220,000									\$ 220,000			
	23STRE03	STREET	Improvement	Ranshaw Way (HWY 965) shoulders	Phase 2B		Pave shoulders of Ranshaw Way, 4' edge of road, from 240th Street to north corporate limits.	\$ 281,000						\$ 281,000						
	23STRE04	STREET	Improvement	West Penn Street	Phase 4		Reconstruct West Penn Street, from Herky Street to west city limits.	\$ 778,000						\$ 778,000						
	23STRE05	SYSTEM	Improvement	Warning Siren	One-time		Increase Fox Run warning siren coverage area	\$ 50,000	\$ 50,000											

City of North Liberty, Iowa Five-Year Capital Improvements Plan FY22-FY26 (July 1, 2021 - June 30, 2026)																				
PROJECT SCHEDULE FOR FY24: JULY 1, 2023 - JUNE 30, 2024																				
Department	Project ID#	Category	Project Type	Project Name	Phase or Frequency	Referenced Plan	Project Description	TOTALS	General Fund	Sewer Fund	Storm Sewer Fund	Water Fund	General Obligation (GO) Bond	Tax Increment Financing (TIF) Bond	Revenue Bond	Hotel/Motel Fund	Road Use Tax Fund	State Funds	Federal Funds	Other Sources
								\$ 11,749,500	\$ 558,250	\$ 290,000	\$ 146,250	\$ 195,000	\$ 7,311,882	\$ 560,000	\$ -	\$ 245,000	\$ 280,000	\$ -	\$ -	\$ 2,163,118
Communications	24COMM01	EQUIPMENT	Replacement	Video Cameras	One-time		Replace two HD video cameras and related accessories.	\$ 20,000	\$ 20,000											
	24COMM02	EQUIPMENT	Replacement	Workstations	One-time		Replace workstations, with upgraded technology to keep pace with the demands of video, audio and photo production.	\$ 12,000	\$ 12,000											
Fire	24FIRE01	FACILITY	New Construction	North Liberty Fire Station #2	One-time	Fire Strategic Plan	Construct west side Fire Station #2.	\$ 6,000,000					\$ 6,000,000							
	24FIRE02	FLEET	Replacement	Training Officer Vehicle	One-time		Replace used (hand-me-down squad car) vehicle with 4X4 truck for use by training officer & to transport personnel to offsite classes.	\$ 65,000									Fire Department Capital Reserve Fund =		\$ 65,000	
Parks	24PARK01	FLEET	Replacement	Gator Utility Vehicle	One-time		Replace 2016 John Deere XUV 825i Gator Utility Vehicle with new utility vehicle.	\$ 17,500	\$ 17,500											
	24PARK02	FLEET	Replacement	Pickup Truck	One-time		Replace 2010 Nissan Titan pickup truck with new pickup.	\$ 30,000	\$ 15,000		\$ 15,000									
	24PARK03	FLEET	Replacement	Pickup Truck	One-time		Replace 2016 Chevy Silverado 1500 pickup truck with new pickup.	\$ 27,000	\$ 27,000											
	24PARK04	FLEET	Replacement	Zero-Turn Mower & Stand-On Zero-Turn Mower	One-time		Replace 2015 Gravely Pro-Turn 260 zero-turn mower and 2015 Gravely Pro-Stance 48 stand-on zero-turn mower with new mowers.	\$ 10,500	\$ 7,250		\$ 3,250									
	24PARK05	FLEET	Replacement	Zero-Turn Mowers (3)	One-time		Replace three (3) 2020 John Deere Z997R zero-turn mowers with three (3) new John Deere Z997R zero-turn mowers.	\$ 50,000			\$ 50,000									
	24PARK06	PARK	New Construction	Centennial Park	One-time	Park 2018 Priority 2	Construct honorarium for service women and men, gazebo, and sculpture & flower gardens.	\$ 500,000						\$ 500,000						
	24PARK07	PARK	New Construction	Deerfield Park - Parking	One-time	Park 2018 Priority 2	Add small parking lot.	\$ 40,000	\$ 40,000											
	24PARK08	PARK	Improvement	Fox Run Neighborhood Park	One-time	Park 2018 Priority 2	Replace playground equipment and add concrete border around Fox Run Park playground with ADA ramp.	\$ 70,000								\$ 70,000				
	24PARK09	PARK	New Construction	Fox Run Pond Park	One-time	Park 2018 Priority 3	Install new playground and add concrete border around playground with ADA ramp..	\$ 175,000								\$ 175,000				
	24PARK10	PARK	Maintenance/Cleaning	Liberty Centre Park	One-time		Repaint the 29 trail lighting poles and bridge & pier handrail guards a black color.	\$ 25,000	\$ 25,000											
	24PARK11	PARK	New Construction	Penn Meadows Park - Access Road	One-time	Park 2018 Priority 2	Pave access road from south parking lot to old concessions building (work with Water Dept to design road to accommodate service road to the Jordan Well located in Penn Meadows Park).	\$ 90,000	\$ 90,000											
	24PARK12	PARK	New Construction	Quail Ridge Park - Parking	One-time		Expand the existing parking lot.	\$ 60,000						\$ 60,000						
	24PARK13	TRAIL	New Construction	New Segment - Broadmoor Park	Ongoing	Trails 2009 Priority 12	Add a park walk at Broadmoor Park & pond.	\$ 335,000					\$ 335,000							
	24PARK14	TRAIL	New Construction	New Segment - North Liberty Road Trail	One-time		Construct trail along North Liberty Road & Penn Street from Abraham Road to Molly Street & in front of Penn Meadows Park where trail segment is missing.	\$ 1,275,000					\$ 626,882					Iowa Transportation Alternatives Program =	\$ 648,118	
	24PARK15	TRAIL	New Construction	Trail Lighting	Ongoing	Park 2018 Priority 1	Install LED trail lighting at various locations.	\$ 100,000					\$ 100,000							
Police	24POLC01	FLEET	Replacement	Canine Vehicle	Ongoing		Replace canine vehicle (214), including related equipment..	\$ 55,000	\$ 55,000											
	24POLC02	FLEET	New Purchase	Patrol Car	One-time		Add patrol car (216), including related equipment.	\$ 50,000	\$ 50,000											
Recreation & Aquatics	24RECR01	EQUIPMENT	Replacement	Recreation - Exercise	Ongoing		Annual designation of funds to replace cardio & weight exercise equipment at Community Center.	\$ 50,000	\$ 50,000											
	24RECR02	FACILITY	Replacement	Community Center - HVAC	Ongoing		Replace SE chiller/rooftop units.	\$ 250,000					\$ 250,000							
	24RECR03	FACILITY	Replacement	Community Ctr - Variable Frequency Drives	One-time		Replace variable frequency drives in building.	\$ 50,000	\$ 50,000											
Storm Water	24STOR01	CREEK/POND	Improvement	Centennial Park Bio Cell Repair	2 of 3		Install cleanouts and repair bad tile sections and replant dead/damaged plants.	\$ 55,000			\$ 55,000									
	24STOR02	CREEK/POND	Maintenance/Cleaning	Goose Lake Flood Control	Section 6		Remove silted-in debris and vegetation under and around Alexander Way Bridge.	\$ 15,000			\$ 15,000									
	24STOR03	CREEK/POND	Maintenance/Cleaning	Muddy Creek Flood Control	Section 4		Remove silted-in debris and vegetation under and around West Zeller Street Bridge.	\$ 4,000			\$ 4,000									
	24STOR04	CREEK/POND	Maintenance/Cleaning	Muddy Creek Flood Control	Section 5		Remove silted-in debris and vegetation under and around West Cherry Street Bridge.	\$ 4,000			\$ 4,000									
Streets	24STRE01	FLEET	Replacement	Dump Truck & Snow Equipment	One-time		Replace single axle dump truck and snow equipment.	\$ 220,000								\$ 220,000				
	24STRE02	FLEET	New Purchase	Off Road Utility Vehicle	One-time		Add off road utility vehicle with attachment capabilities.	\$ 60,000								\$ 60,000				
	24STRE03	STREET	Maintenance/Cleaning	I-380 Penn Street Bridge - Area Repairs	Phase 5B		Repair concrete (full and partial depth) east and west of Penn Street Bridge over I-380.	\$ 99,500	\$ 99,500											
	24STRE04	STREET	Improvement	Stewart Street	One-time		Reconstruct Stewart Street from Penn Street to Cherry Street.	\$ 1,450,000										Street Repair Program Fund =	\$ 1,450,000	

PROJECT SCHEDULE FOR FY24: JULY 1, 2023 - JUNE 30, 2024

Department	Project ID#	Category	Project Type	Project Name	Phase or Frequency	Referenced Plan	Project Description	TOTALS	General Fund	Sewer Fund	Storm Sewer Fund	Water Fund	General Obligation (GO) Bond	Tax Increment Financing (TIF) Bond	Revenue Bond	Hotel/Motel Fund	Road Use Tax Fund	State Funds	Federal Funds	Other Sources
								\$ 11,749,500	\$ 558,250	\$ 290,000	\$ 146,250	\$ 195,000	\$ 7,311,882	\$ 560,000	\$ -	\$ 245,000	\$ 280,000	\$ -	\$ -	\$ 2,163,118
Waste Water	24WAST01	FACILITY	Replacement	Membrane Train Cassettes	Ongoing		Set aside to replace the GE membrane train cassettes in the membrane bioreactor (MBR) plant.	\$ 220,000		\$ 220,000										
	24WAST02	SYSTEM	Improvement	Manhole Rehabilitation	Ongoing		Rehabilitate aging and deteriorated manholes as needed to avoid infiltration of ground water.	\$ 70,000		\$ 70,000										
Water	24WATR01	FLEET	Replacement	Cargo Van	One-time		Replace 2017 1-ton cargo van.	\$ 40,000				\$ 40,000								
	24WATR02	FLEET	Replacement	John Deere Tractor	One-time		Replace 2007 John Deere 3720 tractor.	\$ 45,000				\$ 45,000								
	24WATR03	FLEET	Replacement	Truck	One-time		Replace 2008 half-ton truck	\$ 40,000				\$ 40,000								
	24WATR04	SYSTEM	Replacement	Hydrants (20)	Ongoing		Annual designation (final) of funds to replace twenty (20) fire hydrants.	\$ 70,000				\$ 70,000								

City of North Liberty, Iowa
Five-Year Capital Improvements Plan FY22-FY26 (July 1, 2021 - June 30, 2026)

Department	Project ID#	Category	Project Type	Project Name	Phase or Frequency	Referenced Plan	Project Description	TOTALS	General Fund	Sewer Fund	Storm Sewer Fund	Water Fund	General Obligation (GO) Bond	Tax Increment Financing (TIF) Bond	Revenue Bond	Hotel/Motel Fund	Road Use Tax Fund	State Funds	Federal Funds	Other Sources
								\$ 32,258,600	\$ 575,500	\$ 290,000	\$ 192,500	\$ 225,000	\$ 4,280,600	\$ 8,800,000	\$ 1,100,000	\$ -	\$ 295,000	\$ 14,000,000	\$ 2,500,000	\$ -
Fire	25FIRE01	FLEET	New Purchase	Fire Station #2 Pumper Truck	One-time	Fire Strategic Plan	Add new pumper truck.	\$ 825,000					\$ 825,000							
	25FIRE02	FLEET	Replacement	Platform Ladder Truck	One-time	Fire Strategic Plan	Replace 2000 75' aerial with a 100' platform ladder truck.	\$ 1,300,000					\$ 1,300,000							
Parks	25PARK01	FACILITY	Improvement	Meade Barn	One-time	Park 2018 Priority 4	Remodel inside of Meade Barn, including refurbish concrete floor, remove loft and reconfigure dividing walls.	\$ 70,000	\$ 70,000											
	25PARK02	FACILITY	New Construction	Parks Shop - West Side Addition	One-time	Park 2018 Priority 3	Construct addition to west side of current Parks Shop.	\$ 180,000	\$ 180,000											
	25PARK03	FLEET	Replacement	Wide-Area Mower	One-time		Replace 2020 Jacobsen HR800 (or HR700) wide-area mower with new Jacobsen HR800 (or HR700) wide-area mower.	\$ 75,000	\$ 37,500		\$ 37,500									
	25PARK04	FLEET	Replacement	Pickup Truck	One-time		Replace 2007 Nissan Titan pickup truck with new pickup.	\$ 30,000	\$ 30,000											
	25PARK05	PARK	New Purchase	Deerfield Park	One-time	Park 2018 Priority 2	Purchase new land adjacent to Deerfield Park.	\$ 500,000					\$ 500,000							
	25PARK06	PARK	New Construction	Penn Meadows Park & Babe Ruth Field	One-time	Park 2018 Priority 3	Add ballfield lighting to Babe Ruth Park, plus remaining lighting needs for north and/or south 4plex.	\$ 1,200,000					\$ 1,200,000							
	25PARK07	TRAIL	New Construction	New Segment - Quail Ridge Park	One-time	Park 2018 Priority 2	Add 1,617' concrete border trail around Quail Ridge Park.	\$ 174,960					\$ 174,960							
	25PARK08	TRAIL	New Construction	New Segment - Freedom Park	Ongoing	Trails 2009 Priority 13	Add a park walk at Freedom Park & pond.	\$ 80,640					\$ 80,640							
	25PARK09	TRAIL	New Construction	Trail Lighting	Ongoing	Park 2018 Priority 1	Install LED trail lighting at various locations.	\$ 100,000					\$ 100,000							
Police	25POLC01	EQUIPMENT	Replacement	Glocks	Ongoing		Replace weapons (glocks).	\$ 8,000	\$ 8,000											
	25POLC02	FLEET	Replacement	Patrol Cars (3)	Ongoing		Replace three (3) patrol cars (201, 206 & 207), including related equipment.	\$ 150,000	\$ 150,000											
Recreation & Aquatics	25RECR01	EQUIPMENT	Replacement	Recreation - Exercise	Ongoing		Annual designation of funds to replace cardio & weight exercise equipment at Community Center.	\$ 50,000	\$ 50,000											
	25RECR02	FACILITY	Improvement	Aquatics Enhancements	One-time		Replace inside pool starting blocks, inside and outside pool diving boards, eight floatables, and inside pool basketball hoop. Add outside pool basketball hoop.	\$ 100,000					\$ 100,000							
	25RECR03	FACILITY	Replacement	Community Center - Water Heaters	One-time		Replace water heaters throughout facility.	\$ 50,000	\$ 50,000											
Storm Water	25STOR01	CREEK/POND	Improvement	Centennial Park Bio Cell Repair	3 of 3		Install cleanouts and repair bad tile sections and replant dead/damaged plants.	\$ 55,000			\$ 55,000									
	25STOR02	CREEK/POND	Improvement	West Lake Wetland Restoration	One-time		Restore stream and vegetative buffer.	\$ 25,000			\$ 25,000									
	25STOR03	SYSTEM	Improvement	Sunset Street Drainage	One-time		Install storm pipe to increase drainage capacity.	\$ 75,000			\$ 75,000									
Streets	25STRE01	FLEET	Replacement	Leaf Collector Truck	One-time		Replace 2013 leaf vacuum trailer with truck unit.	\$ 225,000									\$ 225,000			
	25STRE02	FLEET	New Purchase	Wheeled Skid Steer	One-time		Add wheeled skid steer.	\$ 70,000									\$ 70,000			
	25STRE03	STREET	Improvement	I-380 Penn Street Bridge - Replacement	Phase 5A		Replace or widen Penn Street bridge that crosses I380 (IDOT project)	\$ 15,000,000						\$ 1,000,000			IDOT = \$ 14,000,000			
	25STRE04	STREET	Improvement	Ranshaw Way (HWY 965)	Phase 6		Improve Ranshaw Way (HWY 965) with full build out between Hawkeye Drive and Forevergreen Road, including trails and landscaping.	\$ 10,300,000						\$ 7,800,000				\$ 2,500,000		
Waste Water	25WAST01	FACILITY	Replacement	Membrane Train Cassettes	Ongoing		Set aside to replace the GE membrane train cassettes in the membrane bioreactor (MBR) plant.	\$ 220,000		\$ 220,000										
	25WAST02	FACILITY	New Construction	Progress Park Lift Station Building	One-time		Construct a building to house chemical feed equipment and electronics for Progress Park lift station.	\$ -		TBD										
	25WAST03	SYSTEM	Improvement	Manhole Rehabilitation	Ongoing		Rehabilitate aging and deteriorated manholes as needed to avoid infiltration of ground water.	\$ 70,000		\$ 70,000										
Water	25WATR01	FACILITY	New Construction	Water Treatment Facility Addition	One-time		Add four bays to Water Treatment Facility	\$ 1,100,000							\$ 1,100,000					
	25WATR02	SYSTEM	Maintenance/Cleaning	Water Tower #3	One-time		Sandblast and paint interior of Water Tower #3.	\$ 225,000				\$ 225,000								

City of North Liberty, Iowa
Five-Year Capital Improvements Plan FY22-FY26 (July 1, 2021 - June 30, 2026)

PROJECT SCHEDULE FOR FY26: JULY 1, 2025 - JUNE 30, 2026

Department	Project ID#	Category	Project Type	Project Name	Phase or Frequency	Referenced Plan	Project Description	TOTALS	General Fund	Sewer Fund	Storm Sewer Fund	Water Fund	General Obligation (GO) Bond	Tax Increment Financing (TIF) Bond	Revenue Bond	Hotel/Motel Fund	Road Use Tax Fund	State Funds	Federal Funds	Other Sources
								\$ 3,285,640	\$ 470,000	\$ 290,000	\$ 230,000	\$ 220,000	\$ 831,140	\$ -	\$ -	\$ 14,500	\$ 230,000	\$ -	\$ -	\$ 1,000,000
Parks	26PARK01	FLEET	Replacement	Skid Steer	One-time		Replace 2008 Case 450 skid steer with new skid steer.	\$ 45,000	\$ 22,500		\$ 22,500									
	26PARK02	FLEET	Replacement	Tractor	One-time		Replace 2015 Aebi Terratrac TT280 tractor with new tractor.	\$ 165,000	\$ 82,500		\$ 82,500									
	26PARK03	PARK	New Construction	Fox Valley Subdivision - Playground	One-time		Install new playground and add concrete border around playground with ADA ramp..	\$ 200,000					\$ 200,000							
	26PARK04	PARK	New Construction	Park TBD - Frisbee Golf	One-time	Park 2018 Priority 3	Construct frisbee golf course, location to be determined.	\$ 10,000								\$ 10,000				
	26PARK05	PARK	Improvement	Penn Meadows Park	One-time	Park 2018 Priority 3	Expand community gardens.	\$ 4,500								\$ 4,500				
	26PARK06	TRAIL	New Construction	New Segment - Fox Run Neighborhood Park	Ongoing	Trails 2009 Priority 13	Add a park walk at Fox Run Neighborhood Park.	\$ 16,740					\$ 16,740							
	26PARK07	TRAIL	New Construction	New Segment - Fox Run Pond Park	Ongoing	Trails 2009 Priority 13	Add a park walk at Fox Run Park & pond.	\$ 194,400					\$ 194,400							
	26PARK08	TRAIL	New Construction	New Segment - Trails Plan	Ongoing	Trails 2009 Priority 9	South side of West Zeller Street from Quail Ridge Park east to Ranshaw Way/HWY 965.	\$ 220,000					\$ 220,000							
	26PARK09	TRAIL	New Construction	Trail Lighting	Ongoing	Park 2018 Priority 1	Install LED trail lighting at various locations.	\$ 100,000					\$ 100,000							
Police	26POLC01	EQUIPMENT	Replacement	Body Worn Cameras	One-time		Replace body worn cameras.	\$ 65,000	\$ 65,000											
	26POLC02	FLEET	Replacement	Patrol Cars (4)	Ongoing		Replace four (4) patrol cars (202, 204, 209 & 213), including related equipment.	\$ 200,000	\$ 200,000											
Recreation & Aquatics	26RECR01	EQUIPMENT	Replacement	Recreation - Exercise	Ongoing		Annual designation of funds to replace cardio & weight exercise equipment at Community Center.	\$ 50,000	\$ 50,000											
	26RECR02	FACILITY	Maintenance/Cleaning	Community Center - Circulation Pumps	One-time		Re-insulate chilled water circulation pumps.	\$ 50,000	\$ 50,000											
	26RECR03	FACILITY	Maintenance/Cleaning	Community Center - Gerdin HVAC Zoning	One-time		Rework room-by-room HVAC zoning.	\$ 100,000					\$ 100,000							
Storm Water	26STOR01	CREEK/POND	Maintenance/Cleaning	Muddy Creek Flood Control	Section 7		Remove silted-in debris and vegetation under and around Penn Street Bridge.	\$ 4,000			\$ 4,000									
	26STOR02	CREEK/POND	Maintenance/Cleaning	West Lake Drainage	One-time		Repair 54" FES drainage pipe structure.	\$ 6,000			\$ 6,000									
	26STOR03	SYSTEM	New Construction	Penn Street Drainage	One-time		Construct detention basin to help with Penn Street flash flooding.	\$ 115,000			\$ 115,000									
Streets	26STRE01	EQUIPMENT	Replacement	Crack Seal Machine	One-time		Replace 2010 crack seal machine.	\$ 50,000									\$ 50,000			
	26STRE02	EQUIPMENT	New Purchase	Flatbed Equipment Trailer	One-time		Add new trailer to haul JLG lift.	\$ 60,000									\$ 60,000			
	26STRE03	EQUIPMENT	New Purchase	Patch Machine	One-time		Add new patching machine for potholes and large cracks.	\$ 70,000									\$ 70,000			
	26STRE04	FLEET	New Purchase	Mini Track Loader	One-time		Add mini track loader to be used in small areas.	\$ 50,000									\$ 50,000			
	26STRE05	STREET	Improvement	North Front Street	One-time		Reconstruct North Front Street from Dubuque Street to Penn Street.	\$ 1,000,000										Street Repair Program Fund =	\$ 1,000,000	
Waste Water	26WAST01	FACILITY	Replacement	Membrane Train Cassettes	Ongoing		Set aside to replace the GE membrane train cassettes in the membrane bioreactor (MBR) plant.	\$ 220,000		\$ 220,000										
	26WAST02	SYSTEM	Improvement	Manhole Rehabilitation	Ongoing		Rehabilitate aging and deteriorated manholes as needed to avoid infiltration of ground water.	\$ 70,000		\$ 70,000										
Water	26WATR01	SYSTEM	Maintenance/Cleaning	Jordan Well Cleaning	One-time		Acidize well #8 & #9	\$ 220,000				\$ 220,000								

City of North Liberty, Iowa

Five-Year Capital Improvements Plan FY22-FY26 (July 1, 2021 - June 30, 2026)

SUMMARY TOTALS

	Total Project Cost	General Fund	Sewer Revenue	Storm Sewer Revenue	Water Revenue	General Obligation (GO) Bond	Tax Increment Financing (TIF) Bond	Revenue Bond	Hotel/Motel Funds	Road Use Tax Funds	State Funds	Federal Funds	Other
FY22	\$ 7,185,453	\$ 194,453	\$ 487,500	\$ 12,500	\$ 207,500	\$ 3,417,000	\$ -	\$ -	\$ 15,000	\$ 282,500	\$ -	\$ -	\$ 2,569,000
FY23	\$ 15,198,000	\$ 533,500	\$ 480,000	\$ 476,500	\$ 120,000	\$ 7,959,000	\$ 3,809,000	\$ 520,000	\$ -	\$ 295,000	\$ -	\$ -	\$ 1,005,000
FY24	\$ 11,749,500	\$ 558,250	\$ 290,000	\$ 146,250	\$ 195,000	\$ 7,311,882	\$ 560,000	\$ -	\$ 245,000	\$ 280,000	\$ -	\$ -	\$ 2,163,118
FY25	\$ 32,258,600	\$ 575,500	\$ 290,000	\$ 192,500	\$ 225,000	\$ 4,280,600	\$ 8,800,000	\$ 1,100,000	\$ -	\$ 295,000	\$ 14,000,000	\$ 2,500,000	\$ -
FY26	\$ 3,285,640	\$ 470,000	\$ 290,000	\$ 230,000	\$ 220,000	\$ 831,140	\$ -	\$ -	\$ 14,500	\$ 230,000	\$ -	\$ -	\$ 1,000,000
Five Year Total	\$ 69,677,193	\$ 2,331,703	\$ 1,837,500	\$ 1,057,750	\$ 967,500	\$ 23,799,622	\$ 13,169,000	\$ 1,620,000	\$ 274,500	\$ 1,382,500	\$ 14,000,000	\$ 2,500,000	\$ 6,737,118

City of North Liberty

Utility Franchise Fee Analysis

5-Year Revenue Projections (Calculations include 1% annual growth)

	Year 1	Year 2	Year 3	Year 4	Year 5	5-Year Totals
1%	\$ 171,700	\$ 173,417	\$ 175,151	\$ 176,903	\$ 178,672	\$ 875,843
2%	\$ 343,400	\$ 346,834	\$ 350,302	\$ 353,805	\$ 357,343	\$ 1,751,685
3%	\$ 515,100	\$ 520,251	\$ 525,454	\$ 530,708	\$ 536,015	\$ 2,627,528
4%	\$ 686,800	\$ 693,668	\$ 700,605	\$ 707,611	\$ 714,687	\$ 3,503,370
5%	\$ 858,500	\$ 867,085	\$ 875,756	\$ 884,513	\$ 893,359	\$ 4,379,213

Impact to Residential Utility Bill - SAMPLE

(4-person household, 2,900 square feet)

Electric - Linn County REC

	Monthly Charges	1%	2%	3%	4%	5%
January	\$115.53	\$1.16	\$2.31	\$3.47	\$4.62	\$5.78
February	\$101.41	\$1.01	\$2.03	\$3.04	\$4.06	\$5.07
March	\$85.46	\$0.85	\$1.71	\$2.56	\$3.42	\$4.27
April	\$93.69	\$0.94	\$1.87	\$2.81	\$3.75	\$4.68
May	\$76.87	\$0.77	\$1.54	\$2.31	\$3.07	\$3.84
June	\$165.66	\$1.66	\$3.31	\$4.97	\$6.63	\$8.28
July	\$215.38	\$2.15	\$4.31	\$6.46	\$8.62	\$10.77
August	\$184.07	\$1.84	\$3.68	\$5.52	\$7.36	\$9.20
September	\$156.96	\$1.57	\$3.14	\$4.71	\$6.28	\$7.85
October	\$118.06	\$1.18	\$2.36	\$3.54	\$4.72	\$5.90
November	\$82.83	\$0.83	\$1.66	\$2.48	\$3.31	\$4.14
December	\$98.72	\$0.99	\$1.97	\$2.96	\$3.95	\$4.94
Annual Total		\$14.95	\$29.89	\$44.84	\$59.79	\$74.73
Monthly Average		\$1.25	\$2.49	\$3.74	\$4.98	\$6.23

Gas - Mid American

	Monthly Charges	1%	2%	3%	4%	5%
January	\$113.15	\$1.13	\$2.26	\$3.39	\$4.53	\$5.66
February	\$99.24	\$0.99	\$1.98	\$2.98	\$3.97	\$4.96
March	\$60.35	\$0.60	\$1.21	\$1.81	\$2.41	\$3.02
April	\$42.32	\$0.42	\$0.85	\$1.27	\$1.69	\$2.12
May	\$26.76	\$0.27	\$0.54	\$0.80	\$1.07	\$1.34
June	\$20.27	\$0.20	\$0.41	\$0.61	\$0.81	\$1.01
July	\$19.00	\$0.19	\$0.38	\$0.57	\$0.76	\$0.95
August	\$17.11	\$0.17	\$0.34	\$0.51	\$0.68	\$0.86
September	\$22.17	\$0.22	\$0.44	\$0.67	\$0.89	\$1.11
October	\$29.18	\$0.29	\$0.58	\$0.88	\$1.17	\$1.46
November	\$50.89	\$0.51	\$1.02	\$1.53	\$2.04	\$2.54
December	\$75.71	\$0.76	\$1.51	\$2.27	\$3.03	\$3.79
Annual Total		\$5.76	\$11.52	\$17.28	\$23.05	\$28.81
Monthly Average		\$0.48	\$0.96	\$1.44	\$1.92	\$2.40

Combined Gas & Electric

	Monthly Charges	1%	2%	3%	4%	5%
January	\$228.68	\$1.13	\$2.26	\$3.39	\$4.53	\$5.66
February	\$200.65	\$0.99	\$1.98	\$2.98	\$3.97	\$4.96
March	\$145.81	\$0.60	\$1.21	\$1.81	\$2.41	\$3.02
April	\$136.01	\$0.42	\$0.85	\$1.27	\$1.69	\$2.12
May	\$103.63	\$0.27	\$0.54	\$0.80	\$1.07	\$1.34
June	\$185.93	\$1.86	\$0.41	\$0.61	\$0.81	\$1.01
July	\$234.38	\$0.19	\$0.38	\$0.57	\$0.76	\$0.95
August	\$201.18	\$0.17	\$0.34	\$0.51	\$0.68	\$0.86
September	\$179.13	\$0.22	\$0.44	\$0.67	\$0.89	\$1.11
October	\$147.24	\$0.29	\$0.58	\$0.88	\$1.17	\$1.46
November	\$133.72	\$0.51	\$1.02	\$1.53	\$2.04	\$2.54
December	\$174.43	\$0.76	\$1.51	\$2.27	\$3.03	\$3.79
Annual Total		\$7.42	\$11.52	\$17.28	\$23.05	\$28.81
Monthly Average		\$0.62	\$0.96	\$1.44	\$1.92	\$2.40



Consent Agenda



City Council
January 12, 2021
Regular Session

Due to the COVID-19 pandemic, public health and safety concerns require City of North Liberty public meetings to be held electronically, so as to limit the spread of the virus.

Call to order

Mayor Terry Donahue called the January 12, 2021 Regular Session of the North Liberty City Council to order at 6:30 p.m. Councilors present: RaQuishia Harrington, Chris Hoffman, Brent Smith, and Brian Wayson; absent: Annie Pollock.

Others present: Ryan Heiar, Tracey Mulcahey, Grant Lientz, Ryan Rusnak, Kevin Trom, Mike Flynn, Dennis Gallitano, Nick Bettis and other interested parties.

Approval of the Agenda

Councilor Pollock arrived at 6:31 p.m. Pollock moved, Harrington seconded to approve the agenda. The vote was all ayes. Agenda approved.

Consent Agenda

Harrington moved, Pollock seconded to approve the Consent Agenda including the City Council Minutes, Regular Session, December 22, 2020; the attached list of Claims; the Liquor License Renewal for Urban Fuel and the SW Growth Area Water and Sewer Extensions Project, Pay Application Number 4, Boomerang Corporation, \$697,888.29. The vote was all ayes. Consent Agenda approved.

City Engineer Report

City Engineer Trom reported that the Dubuque Street final staff review meeting was held with completed plans. Staff is proceeding with the acquisition process for easements. The Ranshaw House Project floors are almost complete. Meetings are resuming soon after the holidays.

City Administrator Report

City Administrator Heiar reported that the Budget Worksession is scheduled for next Tuesday starting at 5:30 p.m. Relating to COVID, staff is currently in split teams. Staff is meeting on Wednesday to determine the next steps. The Civic Campus design proposal will be on the January 26 agenda. The Gazette did an article on the current and proposed

City Hall Project. Heiar reported that the Library received a Lighthouse Grant to hold town hall style meetings. The hope is that it will start an input session process City wide.

Mayor Report

Mayor Donahue proclaimed January 18, 2021 as Dr. Martin Luther King, Jr. Day in North Liberty.

Speedy Mike's Site Plan

Rusnak presented the Planning Commission and Staff recommendations. Both recommend approval.

Mike Flynn, Dennis Gallitano, and Nick Bettis were present on behalf of the applicant and presented information on the application. They discussed the application with the City Council.

Pollock moved, Harrington seconded to approve Resolution Number 2021-01, A Resolution approving the Development Site Plan for 930 Liberty Way (Speedy Mike's Car Wash), North Liberty, Iowa. The vote was: ayes – Pollock, Wayson, Smith, Harrington, Hoffman; nays – none. Motion carried.

Purchasing Policy

Mulcahey presented information on the update of the Purchasing Policy. Pollock moved, Harrington seconded to approve Resolution Number 2021-02, A Resolution approving the Purchasing Policy for the City of North Liberty, Iowa. The vote was: ayes – Smith, Wayson, Hoffman, Pollock, Harrington; nays – none. Motion carried.

Siren Grant

Heiar presented information on the siren grant. Council discussed the item. Wayson moved, Smith seconded to approve Resolution Number 2021-03, A Resolution authorizing the Local Match for the Hazard Mitigation Grant Program for an Emergency Storm Siren. The vote was: ayes – Wayson, Hoffman, Harrington, Pollock, Smith; nays – none. Motion carried.

Ranshaw Way, Phase 5 Project

Pollock moved, Hoffman seconded to approve Resolution Number 2021-04, A Resolution approving the Public Easement Agreement between Silver Oak Development Inc. and the City of North Liberty. The vote was: ayes- Harrington, Wayson, Pollock, Smith, Hoffman; nays – none. Motion carried.

Harrington moved, Smith seconded to approve Resolution Number 2021-05, A Resolution approving the Temporary Construction Easement Agreement between Gary W. Metz and Vicki A. Metz and the City of North Liberty. The vote was: ayes – Wayson, Smith, Harrington, Hoffman, Pollock; nays – none. Motion carried.

Harrington moved, Wayson seconded to approve Resolution Number 2021-06, A Resolution approving the Public Easement Agreement (Landscape and Temporary Construction Easements) between Fareway Stores, Inc. and the City of North Liberty. The vote was: ayes – Smith, Hoffman, Harrington, Pollock, Wayson; nays – none. Motion carried.

Pollock moved, Wayson seconded to approve Resolution Number 2021-07, A Resolution approving the Temporary Construction Easement Agreement between Lilienthal Properties, LLC and the City of North Liberty. The vote was: ayes – Pollock, Hoffman, Wayson, Harrington, Smith; nays – none. Motion carried.

Hoffman moved, Smith seconded to approve Resolution Number 2021-08, A Resolution approving the Temporary Construction Easement Agreement between Steve D. and Darcy L. Cooley and the City of North Liberty. The vote was: ayes – Harrington, Hoffman, Wayson, Smith, Pollock; nays – none. Motion carried.

Harrington moved, Pollock seconded to approve Resolution Number 2021-09, A Resolution approving the Public Easement Agreement between Fairview II Condo Owners Association and the City of North Liberty. The vote was: ayes – Pollock, Harrington, Hoffman, Wayson, Smith; nays – none. Motion carried.

Old Business

No old business was presented.

New Business

Councilor Pollock reported on planned Beat the Bitter Activities. Councilor Smith offered thanks to Rusnak as he is hearing good comments on how staff are working with owners in the community.

Adjournment

Mayor Donahue adjourned the meeting at 7:09 p.m.

CITY OF NORTH LIBERTY

By: _____
Terry L. Donahue, Mayor

Attest: _____
Tracey Mulcahey, City Clerk



City Council

January 19, 2021

Special Session

5:30 p.m.

Due to the COVID-19 pandemic, public health and safety concerns require City of North Liberty public meetings to be held electronically, so as to limit the spread of the virus.

Call to order

Mayor Terry Donahue called the January 19, 2021 Special Session of the North Liberty City Council to order at 5:30 p.m. Councilors present: RaQuishia Harrington, Chris Hoffman, Annie Pollock, Brent Smith, Brian Wayson.

Others present: Ryan Heiar, Grant Lientz, Tracey Mulcahey, Deb Hilton, Ryan Rusnak, Tom Palmer, Shelly Simpson, Jennie Garner, Nick Bergus, Chief Diane Venenga, Chief Brian Platz, Greg Metternich, Guy Goldsmith, Michael Pentecost, and Drew Lammers.

Approval of the Agenda

Hoffman moved, Harrington seconded to approve the agenda. The vote was all ayes. Agenda approved.

General Fund

Heiar provided an introduction to the overall budget process. Wayson arrived at 5:31 p.m.

Public Safety

A summary of the Police, Fire, Building Inspection, Animal Control and Emergency Management budgets. Chief Venenga, Chief Platz, Palmer, and Pentecost answered questions regarding proposed budgets.

Public Works

Heiar presented a summary of the budgets on the trash and transit programs. Council discussed the proposed budgets with Heiar.

Health and Social Services

Heiar presented a summary of the health and social services budget and the process. Council discussed the budget regarding the amount for Transit and types of social services requested.

Culture and Recreation

A summary of the proposed Library, Recreation, Parks, Cemetery, Aquatic Center and Community Center budgets was presented. Garner, Goldsmith and Simpson answered questions and provided additional information to Council.

Community and Economic Development

The Economic Development, Planning and Zoning and Communications budgets were summarized for the City Council. Council discussed the Economic Development budget with Heiar. Rusnak and Bergus presented additional information on their departments' budgets.

General Government

Heiar summarized the Mayor/City Council, Administration, Legal, and Personnel budget proposals for FY 22. Lientz offered to update Council on the Legal Department budget. Hilton answered questions of the City Council regarding Personnel budget.

Road Use Tax Budget

Heiar and Pentecost presented information on the proposed Road Use Tax budget. Council discussed the proposal with Pentecost.

Storm Water Budget

The Storm Water budget for FY 22 was presented. Staff is working to draft the revision to the rate structure for storm water.

Wastewater Budget

Heiar and Drew Lammers advanced the proposed budget for the next fiscal year. Council discussed the proposal with Lammers.

Water Budget

Heiar and Greg Metternich offered additional information the draft Water budget for FY 22. Council discussed the draft with Metternich.

General Fund Revenues

Heiar presented the summary of the proposed General Fund revenues. The Council discussed the revenues including the proposed tax levy increase.

Final Questions and Wrap Up

Heiar reported an early start next week, January 26 at 6 p.m. for the Capital Projects work session.

Adjournment

At 7:31 p.m., Mayor Donahue adjourned the meeting.

CITY OF NORTH LIBERTY

By: _____
Terry L. Donahue, Mayor

Attest: _____
Tracey Mulcahey, City Clerk

DECEMBER 31ST, 2020

	MONTH-TO-DATE BALANCE	YEAR-TO-DATE BALANCE
010-GENERAL FUND	886,309.20	6,398,094.63
011-FIRE EQUIPMENT CAPITA	250.00	2,686.00
012-LIBRARY CAPITAL FUND	0.00	2,427.98
013-RECREATION CAPITAL FU	0.00	0.00
014-POLICE CAPITAL FUND	40.00	3,285.00
015-TRANSPORTATION IMPACT	61,500.60	298,841.23
016-STORMWATER CAPITAL	0.00	0.00
017-TREE PROGRAM	1,000.00	1,000.00
018-PARK CAPITAL FUND	0.00	235,147.18
019-YOUTH SPORTS SCHOLARS	13.96	1,424.28
020-EQUIPMENT REVOLVING	0.00	0.00
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	4.14	539.23
025-POLICE SEIZED FUNDS	2,347.00	2,347.00
026-HOTEL/MOTEL TAX	0.00	34,445.95
060-ROAD USE TAX FUND	224,417.03	1,371,714.15
061-STREET CAPITAL PROJEC	0.00	2,141,650.15
062-IJOBS STREETS	0.00	0.00
090-TIF FUND	142,417.10	3,130,515.80
110-DEBT SERVICE FUND	22,416.26	598,443.29
210-TRUST AND AGENCY	37,848.38	1,011,725.26
280-CUSTOMER DEPOSITS	6,180.00	87,741.00
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	58.35	582.50
314-ENTRYWAY DEVELOPMENT	0.00	0.00
315-HIGHWAY 965 IMPROVEME	0.00	3,778,477.54
316-COMMUNITY CENTER PHAS	0.00	0.00
317-TRAIL PROJECTS	0.00	655,402.35
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	2,893,028.02
322-LIBRARY BUILDING FUND	0.27	2.44
323-LIBERTY CENTRE BLUES/	0.00	0.00
324-RANSHAW HOUSE PROJECT	0.00	0.00
510-WATER FUND	320,902.04	2,127,003.76
511-WATER CAPITAL RESERVE	16,666.67	125,678.75
512-WATER SINKING FUND	170,675.42	1,024,052.52
513-WATER BOND RESERVE	0.00	0.00
514-WATER CAPITAL PROJECT	0.00	126,088.68
520-SEWER FUND	383,731.38	2,504,866.56
521-SEWER CAPITAL RESERVE	53,868.58	422,498.07
522-SEWER SINKING FUND	183,862.08	1,038,172.48
523-WASTEWATER TREATMENT	0.00	0.00
524-SEWER TRUNK AND I&I	0.00	855,284.28
525-SEWER DEBT SERVICE RE	0.00	0.00
530-STORMWATER MANAGEMENT	17,585.86	120,821.72
532-STORMWATER SINKING FU	0.00	0.00
GRAND TOTAL REVENUE	2,532,094.32	30,993,987.80

CITY OF NORTH LIBERTY
TREASURER'S REPORT
December 2020

FUNDS	BALANCE FORWARD 12/1/2020	REVENUE	EXPENSE	BALANCE ENDING 12/31/2020
GENERAL	9,049,562.75	956,420.07	1,055,923.70	8,950,059.12
SPECIAL REVENUE	8,099,937.35	404,682.51	98,395.16	8,406,224.70
DEBT SERVICE	1,326,907.02	22,416.26	0.00	1,349,323.28
CAPITAL PROJECTS	-5,692,952.78	58.62	394,676.61	-6,087,570.77
WATER ENTERPRISE	4,535,016.59	528,026.58	534,765.91	4,528,277.26
WASTEWATER ENTERPRISE	6,705,625.29	638,818.82	575,602.79	6,768,841.32
STORM WATER ENTERPRISE	219,092.40	17,956.14	8,816.70	228,231.84
TOTAL	24,243,188.62	2,568,379.00	2,668,180.87	24,143,386.75

Applicant License Application (LE0002690)

Name of Applicant: <u>The Station LLC</u>		
Name of Business (DBA): <u>The Station II</u>		
Address of Premises: <u>620 Meade Dr</u>		
City <u>North Liberty</u>	County: <u>Johnson</u>	Zip: <u>52317</u>
Business <u>(319) 665-8516</u>		
Mailing <u>620 Meade Dr</u>		
City <u>North Liberty</u>	State <u>IA</u>	Zip: <u>52317</u>

Contact Person

Name <u>Melissa Hodapp</u>	
Phone: <u>(319) 665-8516</u>	Email <u>stationllcoffice@gmail.com</u>

Classification Class E Liquor License (LE)

Term:12 months

Effective Date: 01/29/2021

Expiration Date: 01/28/2022

Privileges:

Class B Wine Permit

Class C Beer Permit (Carryout Beer)

Class E Liquor License (LE)

Fills and Sells Growlers

Sunday Sales

Status of Business

BusinessType: <u>Limited Liability Company</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Melissa Hodapp

First Name: <u>Melissa</u>	Last Name: <u>Hodapp</u>	
City: <u>Iowa City</u>	State: <u>Iowa</u>	Zip: <u>52240</u>
Position: <u>Owner</u>		
% of Ownership: <u>50.00%</u>	U.S. Citizen: <u>Yes</u>	

Cory Hodapp

First Name: <u>Cory</u>	Last Name: <u>Hodapp</u>	
City: <u>Iowa City</u>	State: <u>Iowa</u>	Zip: <u>52240</u>
Position: <u>Owner</u>		
% of Ownership: <u>50.00%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company: <u>Western Surety Company</u>	
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:



North Liberty Police Department

5 E Cherry St•PO Box 77•North Liberty, Iowa•52317•(319) 626-5724/Fax: 5743

November 29, 2020

Liquor License Check

Business: The Station II
620 Meade Dr.
North Liberty, IA 52317

Owners: Cory J. Hodapp (DOB: 1977)
Melissa M. Hodapp (DOB: 1983)

The North Liberty Police Department does not have any documented contacts with the owners or premise in conflict with their liquor license.

I recommend the license be granted.

This record check was conducted by Sergeant Mitch Seymour.





State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: The Station II

Name of Business (DBA): _____

Address of Business: 620 Meade Dr.

Business Phone: _____

Email: _____

State of Iowa ABD License #: _____

Johnson County Health Department:

The above referenced business possesses a valid Johnson County Public Health food license.

Name: James Lacina

Title: Env. Health Manager Date: 11/20/20

Signature: James Lacina

Date: 01/18/2021

Name of Business: Station II

Address: 620 Meade Drive
North Liberty, IA 52317
(319) 665-2498



Fire Inspection Form

SITE		Code Section	Yes	No	
1)	Address #s are Posted & Visible	IFC 505.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2)	Keys in Knox Box are Current	IFC 506.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3)	Premise is Free of Waste Accumulation	IFC 304.1.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
ASSEMBLY OCCUPANCIES		Code Section	Yes	No	N/A
4)	Occupant Load Sign(s) are Posted	IFC 1004.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FIRE EXTINGUISHERS		Code Section	Yes	No	
5)	Fire Extinguishers have Current Annual Inspection Tag	IFC 901.6.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6)	Fire Extinguishers have been Visually Checked Monthly (Date & Initial Tag)	NFPA 7.2.1.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7)	Fire Extinguishers are Unobstructed & Unobscured	IFC 906.6	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8)	Fire Extinguishers are Mounted on a Bracket or in a Fire Extinguisher Cabinet	IFC 906.7	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
EMERGENCY & EXIT LIGHTS		Code Section	Yes	No	
9)	Emergency Lights Illuminate when Tested (Use Test Button)	IFC 1008.3.4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10)	Exit Signs are Illuminated	IFC 1013.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11)	Exit Signs Illuminate when Tested (Use Test Button)	IFC 1013.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
ELECTRICAL		Code Section	Yes	No	N/A
12)	Electrical Panels have at least 3 Feet of Clearance in Front of Panel	IFC 605.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13)	There is No Exposed Wiring	IFC 605.6	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14)	Extension Cords are Not being Used for Permanent Wiring	IFC 605.5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
15)	Surge Protectors are Mounted/Secured and Plugged Directly into an Outlet	IFC 605.4.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
EXIT ACCESS & DOORS		Code Section	Yes	No	
16)	Exits are Unobstructed Exit Signs are Illuminated	IFC 1031.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17)	Corridors & Aisles are Unobstructed	IFC 1003.6	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
18)	Exit Doors Open Freely	IFC 1010.1.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
STORAGE		Code Section	Yes	No	N/A
19)	Storage is at least 18" below Sprinkler Heads in Sprinklered Buildings	IFC 315.3.1	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
20)	Storage is at least 24" below Ceiling in Non-Sprinklered Buildings	IFC 315.3.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21)	Kitchen Cleaning Rags are Disposed of in a Non-Combustible Container	IFC 304.3.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMPRESSED CYLINDERS		Code Section	Yes	No	N/A
22)	Compressed Gas Cylinders are Secured or Chained	IFC 5303.5.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide Explanation for any "No" Answers Below					

Inspection Completed by: Jason Zeck

Signature: 

Save Form

Print Form



AIA® Document G701™ – 2017

Change Order

PROJECT: (Name and address)

Ranshaw House Renovation Phase Two
North Liberty, Iowa

CONTRACT INFORMATION:

Contract For: General Construction
Date: September 11, 2020

CHANGE ORDER INFORMATION:

Change Order Number: 003
Date: January 6, 2021

OWNER: (Name and address)

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

ARCHITECT: (Name and address)

Shive-Hattery, Inc.
2839 Northgate Drive
Iowa City, Iowa 52245

CONTRACTOR: (Name and address)

Wolfe Contracting, Inc.
2200 Grandview Avenue
Muscatine, Iowa 52716

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Lattice replaced with 1" Trex Lattice per CAR 5 - ADD \$2,597.90

Supply top cap trim to match existing per CAR 7R1 - ADD \$263.87

Change light fixture in Room 208 per CAR 10 - ADD \$162.75

The original Contract Sum was	\$	420,000.00
The net change by previously authorized Change Orders	\$	-27,793.60
The Contract Sum prior to this Change Order was	\$	392,206.40
The Contract Sum will be increased by this Change Order in the amount of	\$	3,024.52
The new Contract Sum including this Change Order will be	\$	395,230.92

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be the same.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Shive-Hattery, Inc.

ARCHITECT (Firm name)

Wolfe Contracting, Inc.

CONTRACTOR (Firm name)

City of North Liberty

OWNER (Firm name)

SIGNATURE

Tandi Brannaman, Architect

PRINTED NAME AND TITLE

January 6, 2021

DATE

SIGNATURE

Brian Wolfe, Owner

PRINTED NAME AND TITLE

DATE

SIGNATURE

Ryan Heiar, City Administrator

PRINTED NAME AND TITLE

DATE

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
North Liberty Police Facility
North Liberty, Iowa

CONTRACT INFORMATION:
Contract For: General Construction
Date: January 8, 2019

CHANGE ORDER INFORMATION:
Change Order Number: 010
Date: January 12, 2021

OWNER: *(Name and address)*
City of North Liberty Iowa
3 Quail Creek Circle
North Liberty, IA 52317

ARCHITECT: *(Name and address)*
Police Facility Design Group
500 Grand Boulevard Suite 201A
Kansas City Missouri 64106

CONTRACTOR: *(Name and address)*
Tricon General Construction, Inc.
746 58th Avenue Ct. SW
Cedar Rapids, IA 52404

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Costs associated with an incorrect sewer line tie-in, per Change Order Request #026 from Tricon Construction Group. Refer to attached Exhibits for additional information.


COR-026, Incorrect Sewer Tie-In Location, \$6,825.27

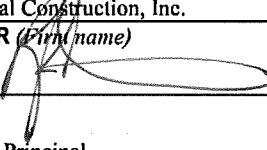
The original Contract Sum was	\$ 5,567,000.00
The net change by previously authorized Change Orders	\$ -666,511.99
The Contract Sum prior to this Change Order was	\$ 4,900,488.01
The Contract Sum will be increased by this Change Order in the amount of	\$ 6,825.27
The new Contract Sum including this Change Order will be	\$ 4,907,313.28

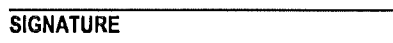
The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be March 18, 2020

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Police Facility Design Group
ARCHITECT *(Firm name)*

SIGNATURE
Amanda Prince, Project Manager
PRINTED NAME AND TITLE
1/12/21
DATE

Tricon General Construction, Inc.
CONTRACTOR *(Firm name)*

SIGNATURE
Ron Richard, Principal
PRINTED NAME AND TITLE
1.13.2021
DATE

City of North Liberty Iowa
OWNER *(Firm name)*

SIGNATURE
Ryan Heiar, City Administrator
PRINTED NAME AND TITLE
DATE



Civic Campus

AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 13th day of January in the year 2021

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

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address and other information)

City of North Liberty 1207650
P.O. Box 77
3 Quail Creek Circle
North Liberty, Iowa 52317
Phone: 319-626-5700

and the Architect:

(Name, legal status, address and other information)

Shive-Hattery, Inc.
2839 Northgate Drive
Iowa City, Iowa 52245
Phone: 319-354-3040
Fax: 319-354-6921

for the following Project:

(Name, location and detailed description)

North Liberty City Hall
Cherry Street Campus
N. Dubuque Street
North Liberty, Iowa 52317

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND 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.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

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

Design and construction of a new City Hall facility to be located on the Cherry Street campus.

§ 1.1.2 The Project's physical characteristics:

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

The new City Hall is proposed to approximately 17,000 square feet with accompanying site design. The new City Hall may connect to the existing North Liberty Police Department building located at 5 East Cherry Street.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Total construction budget is \$6 million, including construction contingencies.

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

.1 Design phase milestone dates, if any:

Conceptual Design / Programming: Anticipated duration is 8 weeks.

Schematic Design / Design Development / Construction Documents: Anticipated duration is 26 weeks

Contracting Bidding / Construction Award: Anticipated duration is 8 weeks

.2 Construction commencement date:

Anticipated March 2022

.3 Substantial Completion date or dates:

Anticipated March 2023

.4 Other milestone dates: Contingency date for building occupancy (move-in date) is June 2023.

Dates and durations identified in this section are contingent upon decisions made by the Owner and/or Owner's Representatives which may impact the project schedule.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Contractor Bidding

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not Applicable

(Paragraph Deleted)

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

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

Ryan Heiar – City Administrator
City of North Liberty
P.O. Box 77
3 Quail Creek Circle
North Liberty, Iowa 52317
Phone: 319-626-5700

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Not Applicable

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

- .1 Geotechnical Engineer: Architect's Consultant – Refer to Article 4.
- .2 Civil Engineer:

By Architect (in-house) – Refer to Article 4.

(Paragraph Deleted)

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

Tandi Brannaman
Shive-Hattery, Inc.
2839 Northgate Drive
Iowa City, Iowa 52245
Phone: 319-354-3040
Fax: 319-354-6921

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

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:
By Architect (in-house)

- .2 Mechanical Engineer:

By Architect (in-house)

- .3 Electrical Engineer:
By Architect (in-house)

§ 1.1.11.2 Consultants retained under Supplemental Services:

Terracon Consultants, Inc. (Geotechnical Engineering / Consultation).

Init.

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

No Additional Information.

§ 1.2 Due to events not reasonably foreseeable by either party, or by agreement of parties, either the Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

§ 2.2.1 Nothing in this Agreement is intended to create, nor it be construed to create, a fiduciary duty owed by either party to the other party.

§ 2.2.2 The Owner recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in the Architect's drawings, specifications, and other design, bidding or construction documentation furnished by the Architect or in other professional services performed or furnished by the Architect under this Agreement (herein after in this article 2.2.2 referred to as Architect Documentation). If a required item or component of the Project is omitted from the Architect's Documentation, the Owner is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original Architect Documentation. In no event will the Architect be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

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

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

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One million Dollars (\$1000000) for each occurrence and Two million Dollars (\$ 2000000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One million Dollars (\$ 1000000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One million Dollars (\$ 1000000) each accident, One million Dollars (\$ 1000000) each employee, and One million Dollars (\$ 1000000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five million Dollars (\$ 5000000) per claim and Ten million Dollars (\$ 10000000) in the aggregate.

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

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

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

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

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

§ 3.2.6 The Architect shall submit to the Owner a cost opinion of the Cost of the Work prepared in accordance with Section 6.3 and based upon comparable square footage construction costs.

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

§ 3.3 Design Development Phase Services

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

§ 3.3.2 The Architect shall update the cost opinion of the Cost of the Work prepared in accordance with Section 6.3 and based upon comparable square footage construction costs.

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

§ 3.4 Construction Documents Phase Services

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

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

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

§ 3.4.4 The Architect shall update the cost opinion for the Cost of the Work prepared in accordance with Section 6.3 and based upon comparable square footage construction costs.

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

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

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

§ 3.5.3 Negotiated Proposals

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

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

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

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

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

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 3.6.4 Submittals

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

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming / Conceptual Design	Architect
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect (Included in Basic Services)
§ 4.1.1.9 Landscape design	Architect (Included in Basic Services)
§ 4.1.1.10 Architectural interior design	Architect (Included in Basic Services)
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided

§ 4.1.1.18	Facility support services	Not Provided
§ 4.1.1.19	Tenant-related services	Not Provided
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21	Telecommunications/data design	Architect (Included in Basic Services)
§ 4.1.1.22	Security evaluation and planning	Not Provided
§ 4.1.1.23	Commissioning	Not Provided
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25	Fast-track design services	Not Provided
§ 4.1.1.26	Multiple bid packages	Not Provided
§ 4.1.1.27	Historic preservation	Not Provided
§ 4.1.1.28	Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29	Other services provided by specialty Consultants	Geotechnical Engineering (Architect's Consultant)
§ 4.1.1.30	Other Supplemental Services	Construction Staking
§ 4.1.1.31	Resilient Design including areas of resistance, reliability, and redundancy (i.e. flood protection, storm/tornado shelter, emergency generators, utility backup, etc.)	Not Provided
§ 4.1.1.32	Supplemental Services preparing extensive alternate designs that give the Owner options	Not Provided
§ 4.1.1.33	Other Supplemental Services	Materials Testing (Concrete, Steel, Soils)
§ 4.1.1.34	Other Supplemental Services	Colored Architectural Exterior Renderings
§ 4.1.1.35	Other Supplemental Services	Topographic & Boundary Surveys (Included in Basic Services)
§ 4.1.1.36	Geothermal Testing / Consultation	Not Provided
§ 4.1.1.37	Acoustical Consultation	Not Provided
§ 4.1.1.38	Commissioning	Not Provided

§ 4.1.2 Description of Supplemental Services

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

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

§ 4.1.1.34 – Colored Architectural Exterior Renderings: The Architect will prepare two (2) exterior renderings of two prominent faced views of the proposed building.

§ 4.1.1.29 – Geotechnical Engineering / Consultation: Proposed building borings (4 total) will be set at 20-foot depth. Proposed parking lot area borings (4 total – 2 per proposed parking area) will be set at 10-foot depth.

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

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

Not Applicable

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

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§ 4.2 Architect's Additional Services

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

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

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

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

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

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 The Architect will visit the construction site, during construction, one (1) time every two (2) weeks.
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

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

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

§ 4.2.6 If events or circumstances stemming in whole or part from the Excusable Events under Article 8, the Architect shall be entitled to Additional Services to equitably increase and extend the Architect's time for performance of its services, as well as equitably increase the Architect's compensation for its increased labor, expenses, and other costs to perform its services, to the extent that the need for such labor, expenses or costs are caused by the Excusable Event.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary cost opinion of the Cost of the Work and updated cost opinions of the Cost of the Work, presented by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing cost opinions of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the opinionated Cost of the Work to meet the Owner's budget. The Architect's cost opinions of the Cost of the Work shall be based on current area, volume or similar conceptual opinionating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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

§ 8.1.4 In recognition of the relative risks and benefits of the Projects to both Owner and Architect, the risks have been allocated such that the Owner agrees, to the fullest extent of the law, to limit the liability of the Architect, including its officers, directors, shareholders, employees, agents, its subconsultants, affiliated companies, and any of them, to the Owner and any person or entity claiming by or through the Owner, for any and all claims, damages, liabilities, losses or costs including reasonable attorneys' fees and defense costs, or cost of any nature whatsoever, or claims expenses resulting in any way related to the Project or Agreement from any cause or causes shall not exceed the Professional Liability limits as stated in Section 2.5.6. It is intended that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including negligence for professional acts, errors or omissions, strict liability, breach of contract, expressed or implied

warranty, expressed indemnity, implied contractual indemnity, equitable indemnity and all other claims, unless otherwise prohibited by law. Excepting for the limitation of liability above, the Owner waives any claim or cause of action against Architect and above included parties arising from or in connection with the performance of services for the Project or this Agreement.

§ 8.1.5 Subject to the limitation in Section 8.1.4, the Architect agrees to the fullest extent permitted by law, to indemnify and hold harmless the Owner including its officers, director, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees and defense costs, or costs of any nature whatsoever to the extent caused by the Architect's negligent performance of service under this Agreement and that of its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies or anyone for whom the Architect is legally liable.

§ 8.1.6 The Owner agrees to the fullest extent permitted by law, to indemnify and hold harmless the Architect including its officers, director, shareholders, employees, and consultants, subconsultants and affiliated companies against all damages, liabilities, losses, and costs including reasonable attorneys' fees and defense costs, or costs of any nature whatsoever to the extent caused by the Owner's negligent acts in connection with this Project and the acts of its contractors, subcontractors, consultants or anyone for whom the Owner is legally liable.

§ 8.1.8 The Architect shall not be responsible or liable to the Owner or Owner's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in the Architect's services, additional costs and expenses in the Architect's performance of its services, or other effects in the Architect's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by the Owner or by any Owner's contractors, consultants or agents of any level on the project (including, without limitation, failure of the Owner to furnish timely information or approve or disapprove of the Architect's services or work product promptly, delays in the work caused by the Owner, Owner's suspension, breach or default of this Agreement, or delays caused by faulty performance by the Owner or Owner's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of the Architect. When an Excusable Event occurs, the Owner agrees the Architect is not responsible for any actual or claimed damages incurred by Owner or Owner's contractors, consultants, or agents, the Architect shall not be deemed to be in default of this Agreement.

§ 8.2 Mediation

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

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

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

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

(Paragraphs Deleted)

Litigation in a court of competent jurisdiction

(Paragraph Deleted)

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

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.1.1 If the Architect becomes aware of hazardous materials or toxic substances in any form at the Project site or adjacent areas that may affect the performance of the Architect's services, the Architect shall promptly send a written communication to the Owner describing the hazardous materials or toxic substances. The Architect may, at its sole option, and without liability for damages or delays, immediately suspend performance of services until the Project site or adjacent areas have been remediated and in compliance with applicable laws and regulations. The Owner is responsible for analysis and remediation of the Project site.

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

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

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

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

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

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Services rendered and all expenses reasonably incurred by the Architect in connection with the Termination, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting in termination. In addition, the Owner shall pay the Architect 15% of the fee on any remaining unperformed services for lost overhead and profit.

- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:
Fifteen percent (15%) of the Compensation from Section 11.1

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Paragraph Deleted)

-
Architect's Basic Services - \$550,000 (Lump Sum)

.2 *Reimbursable Expenses - \$28,000 (As Incurred, Estimated Fee)

*Reimbursable expenses will be invoiced on an "as incurred" fee basis at our Standard Hourly Fee Schedule in effect at the time the expense is incurred. We anticipate that the reimbursable expenses will be for document printing and vehicular mileage.

(Paragraphs Deleted)

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

1. *Programming / Conceptual Design - \$25,000 (Hourly, Estimated Fee)
2. Geotechnical Consultation - \$7,500 (Lump Sum)
3. *Construction Staking & Materials Testing - \$65,000 (Hourly, Estimated Fee)
4. Architectural Colored Renderings - \$8,000 (Lump Sum)

*Hourly (Estimated Fee): We will perform the noted scope of services on an hourly rate fee basis at our Standard Hourly Fee Schedule in effect at the time that the services are performed. Should the noted hourly fee amount be exceeded, we will work with the client to negotiate additional scope of services and compensation. We have included a copy of our 2021 fee schedule.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Architect's Standard Hourly Fee Schedule in effect at the time that the services are performed.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

Schematic Design Phase	\$82,500	percent (15 %)
Design Development Phase	\$165,000	percent (30 %)
Construction Documents Phase	\$165,000	percent (30 %)
Procurement Phase	\$27,500	percent (5 %)
Construction Phase	\$110,000	percent (20 %)
Total Basic Compensation	one hundred	percent (100 %)

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

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

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

Architect's Standard Hourly Fee Schedule in effect at the time that the services are performed.

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

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

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Not Applicable

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.5 % monthly compounded or the maximum interest rate allowed by law, whichever is lesser

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

Architect is an equal employment opportunity employer and will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, marital status, national origin, age (18 or older), ancestry, gender identity, sexual orientation, veteran, status, physical or mental handicap, unless related to performance of the job with or without accommodation.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 **AIA Document A201™- 2017, General Conditions of the Contract for Construction**
- .3 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit

(Paragraphs Deleted)

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

OWNER (Signature)

(Printed name and title)

Tandi Brannaman

ARCHITECT (Signature)

Tandi Brannaman, AIA

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

Kevin P. Trom

PROJECT MANAGER (Signature)

Kevin Trom – Project Manager

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

STANDARD HOURLY FEE SCHEDULE

Effective January 1, 2021 to December 31, 2021

PROFESSIONAL STAFF:

Grade 1	\$ 92.00
Grade 2	\$111.00
Grade 3	\$124.00
Grade 4	\$138.00
Grade 5	\$153.00
Grade 6	\$166.00
Grade 7	\$180.00
Grade 8	\$198.00
Grade 9	\$215.00

TECHNICAL STAFF:

Grade 1	\$ 64.00
Grade 2	\$ 80.00
Grade 3	\$ 90.00
Grade 4	\$ 97.00
Grade 5	\$110.00
Grade 6	\$125.00
Grade 7	\$141.00

ADMIN STAFF: \$ 63.00

SURVEY STAFF:

One Person	\$140.00
Two Person	\$218.00
One Person with ATV	\$165.00
Two Person with ATV	\$243.00
Drone Surveyor (Video or Photogrammetry)	\$175.00
Drone Surveyor (Thermography)	\$325.00
Drone Processing	\$130.00
Hydrographic Survey Crew (Two Person)	\$284.00
Scanning Surveyor	\$180.00
Surveyor with Two Scanners	\$257.00

REIMBURSABLE EXPENSES:

TRAVEL

Mileage- Car/Truck	\$0.56/ Mile
Mileage- Survey Trucks	\$0.66/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

IN-HOUSE SERVICES

Prints/Plots:

Bond	\$.30/Sq. Ft.
Mylar	\$.75/Sq. Ft.
Photo-gloss	\$.90/Sq. Ft.
Color Bond	\$.60/Sq. Ft.
Foam Core Mounting	\$ 13.00

OUTSIDE SERVICES

Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%

Color Prints:

Letter Size	\$ 1.00
Legal Size	\$ 2.00

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

North Liberty City Hall 1207650
Cherry Street Campus
North Dubuque Street
North Liberty, Iowa 52317

THE OWNER:

(Name, legal status and address)

City of North Liberty
P.O. Box 77
3 Quail Creek Circle
North Liberty, Iowa 52317
Phone: 319-626-5700

THE ARCHITECT:

(Name, legal status and address)

Shive-Hattery, Inc.
2839 Northgate Drive
Iowa City, Iowa 52245
Telephone Number: 319-354-3040
Fax Number: 319-354-6921

ADDITIONS AND DELETIONS:

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 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, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, 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 will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will 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. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect 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. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or 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.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will 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 will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

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

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

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

AIA® Document E203™ – 2013

Building Information Modeling and Digital Data Exhibit

This Exhibit dated the 13th day of January in the year 2021 is incorporated into the agreement (the "Agreement") between the Parties for the following Project:
(Name and location or address of the Project)

North Liberty City Hall
Cherry Street Campus
N. Dubuque Street
North Liberty, Iowa 52317
S-H Project #1207650

TABLE OF ARTICLES

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| 1 | GENERAL PROVISIONS |
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| 3 | DIGITAL DATA PROTOCOLS |
| 4 | BUILDING INFORMATION MODELING PROTOCOLS |
| 5 | OTHER TERMS AND CONDITIONS |

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of protocols for the development, use, transmission, and exchange of Digital Data for the Project. If Building Information Modeling will be utilized, this Exhibit also provides for the establishment of the protocols necessary to implement the use of Building Information Modeling on the Project, including protocols that establish the expected Level of Development for Model Elements at various milestones of the Project, and the associated Authorized Uses of the Building Information Models.

§ 1.2 The Parties agree to incorporate this Exhibit into their agreements with any other Project Participants that may develop or make use of Digital Data on the Project. Prior to transmitting or allowing access to Digital Data, a Party may require any Project Participant to provide reasonable evidence that it has incorporated this Exhibit into its agreement for the Project, and agreed to the most recent Project specific versions of AIA Document G201™–2013, Project Digital Data Protocol Form and AIA Document G202™–2013, Project Building Information Modeling Protocol Form.

§ 1.2.1 The Parties agree that each of the Project Participants utilizing Digital Data on the Project is an intended third party beneficiary of the Section 1.2 obligation to incorporate this Exhibit into agreements with other Project Participants, and any rights and defenses associated with the enforcement of that obligation. This Exhibit does not create any third-party beneficiary rights other than those expressly identified in this Section 1.2.1.

§ 1.3 Adjustments to the Agreement

§ 1.3.1 If a Party believes that protocols established pursuant to Sections 3.2 or 4.5, and memorialized in AIA Documents G201–2013 and G202–2013, will result in a change in the Party's scope of work or services warranting an adjustment in compensation, contract

ADDITIONS AND DELETIONS:

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

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

This document is intended to be incorporated into an agreement between the parties and used in conjunction with AIA Documents G201™–2013, Project Digital Data Protocol Form, and G202™–2013, Building Information Modeling Protocol Form. It is anticipated that other Project Participants will incorporate a project specific E203–2013 into their agreements, and that the Parties and other Project Participants will set forth the agreed-upon protocols in AIA Documents G201–2013 and G202–2013.

sum, schedule or contract time, the Party shall notify the other Party. Failure to provide notice as required in this Section 1.3 shall result in a Party's waiver of any claims for adjustments in compensation, contract sum, schedule or contract time as a result of the established protocols.

§ 1.3.2 Upon such notice, the Parties shall discuss and negotiate revisions to the protocols or discuss and negotiate any adjustments in compensation, contract sum, schedule or contract time in accordance with the terms of the Agreement.

§ 1.3.3 Notice required under this Section 1.3 shall be provided within thirty days of receipt of the protocols, unless otherwise indicated below:

(If the Parties require a notice period other than thirty days from receipt of the protocols, indicate the notice period below.)

§ 1.4 Definitions

§ 1.4.1 **Building Information Model.** A Building Information Model is a digital representation of the Project, or a portion of the Project, and is referred to in this Exhibit as the "Model," which term may be used herein to describe a Model Element, a single model or multiple models used in the aggregate, as well as other data sets identified in AIA Document G202–2013, Project Building Information Modeling Protocol Form.

§ 1.4.2 **Building Information Modeling.** Building Information Modeling or Modeling means the process used to create the Model.

§ 1.4.3 **Model Element.** A Model Element is a portion of the Model representing a component, system or assembly within a building or building site.

§ 1.4.4 **Level of Development.** The Level of Development (LOD) describes the minimum dimensional, spatial, quantitative, qualitative, and other data included in a Model Element to support the Authorized Uses associated with such LOD.

§ 1.4.5 **Authorized Uses.** The term "Authorized Uses" refers to the permitted uses of Digital Data authorized in the Digital Data and/or Building Information Modeling protocols established pursuant to the terms of this Exhibit.

§ 1.4.6 **Model Element Author.** The Model Element Author is the entity (or individual) responsible for managing and coordinating the development of a specific Model Element to the LOD required for an identified Project milestone, regardless of who is responsible for providing the content in the Model Element. Model Element Authors are to be identified in Section 3.3, Model Element Table, of AIA Document G202–2013.

§ 1.4.7 **Digital Data.** Digital Data is information, including communications, drawings, specifications and designs, created or stored for the Project in digital form. Unless otherwise stated, the term Digital Data includes the Model.

§ 1.4.8 **Confidential Digital Data.** Confidential Digital Data is Digital Data containing confidential or business proprietary information that the transmitting party designates and clearly marks as "confidential."

§ 1.4.9 **Written or In Writing.** In addition to any definition in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written" or "in writing" shall mean any communication prepared and sent using a transmission method set forth in this Exhibit, or the protocols developed pursuant to this Exhibit, that permits the recipient to print the communication.

§ 1.4.10 **Written Notice.** In addition to any terms in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written notice" shall be deemed to have been duly served if transmitted electronically to an address provided in this Exhibit or the Agreement using a transmission method set forth in this Exhibit that permits the recipient to print the communication.

§ 1.4.11 **Party and Parties.** The terms "Party" and "Parties" refer to the signing parties to the Agreement.

§ 1.4.12 **Project Participant.** A Project Participant is an entity (or individual) providing services, work, equipment or materials on the Project and includes the Parties.

ARTICLE 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the Party transmitting Digital Data to the Party receiving Digital Data that the transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data for its use on the Project in accordance with the Authorized Uses of Digital Data established pursuant to the terms of this Exhibit.

§ 2.2 If a Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Party receiving such Confidential Digital Data that the transmitting Party is authorized to transmit the Confidential Digital Data. If a Party receives Confidential Digital Data, the receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 2.2.1.

§ 2.2.1 The receiving Party may disclose Confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The receiving Party may also disclose the Confidential Digital Data to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Digital Data as set forth in this Exhibit.

§ 2.3 By transmitting Digital Data, the transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering and adding to the Project consistent with the terms of this Exhibit, and nothing contained in this Exhibit conveys any other right to use the Digital Data.

§ 2.4 Where a provision in this Article 2 conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Article 2 shall prevail.

ARTICLE 3 DIGITAL DATA PROTOCOLS

§ 3.1 **Anticipated Types of Digital Data.** The anticipated types of Digital Data to be used on the Project are as follows: *(Indicate below the information on the Project that shall be created and shared in a digital format. If the Parties indicate that Building Information Modeling will be utilized on the Project, the Parties shall also complete Article 4.)*

Anticipated Digital Data	Applicability to the Project (Indicate Applicable or Not Applicable)	Location of Detailed Description (Section 3.1.1 below or in an attachment to this exhibit and identified below)
Project Agreements and Modifications	Applicable	Owner-Architect Agreement
Project communications	Applicable	Associated Project E-Mails
Architect's pre-construction submittals	Applicable	Bidding Documents
Contract Documents	Applicable	Drawings & Specifications
Contractor's submittals	Applicable	Shop Drawings / Product Data
Subcontractor's submittals	Applicable	Shop Drawings / Product Data
Modifications	Applicable	Refer to 3.1.1
Project payment documents	Applicable	Refer to 3.1.1
Notices and claims	Applicable	Refer to 3.1.1
Building Information Modeling	Applicable	Refer to 3.1.1

§ 3.1.1 Insert a detailed description of the anticipated Digital Data identified in Section 3.1, if not further described in an attachment to this Exhibit.

Modifications = May include, but not be limited to, modifications to the list of anticipated digital data items that are identified in Article 3, Section 3.1 herein.

Project Payment Documents = May include, but not be limited to, Architect or Architect's consultant invoices, Contractor Applications for Payment and/or other associated documentation, as required.

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User Notes:

(877999181)

Notices and Claims = As associated to the project, when required.

Building Information Technology = Revit design modeling, by Architect or Architect's consultants, as associated to the project.

§ 3.2 As soon as practical following execution of the Agreement, the Parties shall further describe the uses of Digital Data, and establish necessary protocols governing the transmission and Authorized Uses of Digital Data, in consultation with the other Project Participants that are expected to utilize Digital Data on the Project.

§ 3.2.1 Unless another Project Participant is identified below, the Architect shall prepare and distribute to the other Project Participants Digital Data protocols for review, revision and approval.

(If a Project Participant other than the Architect shall be responsible for preparing draft and final Digital Data protocols, identify that Project Participant.)

§ 3.2.2 The agreed upon Digital Data protocols shall be set forth in AIA Document G201–2013 and each Project Participant shall memorialize their agreement in writing to such Digital Data protocols.

§ 3.2.3 The Parties, together with the other Project Participants, shall review and, if necessary, revise the Digital Data protocols at appropriate intervals as required by the conditions of the Project.

§ 3.3 The Parties shall transmit, use, store and archive Digital Data in accordance with the Digital Data protocols set forth in the latest version of AIA Document G201–2013 agreed to by the Project Participants.

§ 3.4 Unauthorized Use

§ 3.4.1 Prior to Establishment of Digital Data Protocols

If a Party receives Digital Data prior to the agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, that Party is not authorized to use or rely on the Digital Data. Any use of, or reliance on, such Digital Data is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 3.4.2 Following Establishment of Digital Data Protocols

Following agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, if a Party uses Digital Data inconsistent with the Authorized Uses identified in the Digital Data protocols, that use shall be at the sole risk of the Party using the Digital Data.

§ 3.5 Digital Data Management

§ 3.5.1 Centralized electronic document management system use on the Project shall be:

(Check the appropriate box. If the Parties do not check one of the boxes below, the default selection shall be that the Parties will not utilize a centralized electronic document management system on the Project.)

☐ The Parties intend to use a centralized electronic document management system on the Project.

☐ The Parties do not intend to use a centralized electronic document management system on the Project.

§ 3.5.2 If the Project Participants intend to utilize a centralized electronic document management system on the Project, the Project Participants identified in Section 3.5.3 shall be responsible for managing and maintaining such system. The Project Participants responsible for managing and maintaining the centralized electronic document management system shall facilitate the establishment of protocols for transmission, use, storage and archiving of the centralized Digital Data and assist the Project Participants identified in Section 3.2.1 above in preparing Digital Data protocols. Upon agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, the Project Participants identified in Section 3.5.3 shall manage and maintain the centralized electronic document management system consistent with the management protocols set forth in the latest version of G201–2013 approved by the Project Participants.

§ 3.5.3 Unless responsibility is assigned to another Project Participant, the Architect shall be responsible for managing and maintaining the centralized electronic document management system. If the responsibility for management and maintenance will be assigned to another Project Participant at an identified Project milestone, indicate below the Project Participant who shall assume that responsibility, and the Project milestone.

(Identify the Project Participant responsible for management and maintenance only if the Parties intend to utilize a centralized electronic document management system on the Project.)

Responsible Project Participant

Project Milestone

ARTICLE 4 BUILDING INFORMATION MODELING PROTOCOLS

§ 4.1 If the Parties indicate in Section 3.1 that Building Information Modeling will be used on the Project, specify below the extent to which the Parties intend to utilize Building Information Modeling and identify the provisions of this Article 4 governing such use:

- [X] The Parties shall utilize Building Information Modeling on the Project for the sole purpose of fulfilling the obligations set forth in the Agreement without an expectation that the Model will be relied upon by the other Project Participants. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk. The remaining sections of this Article 4 shall have no force or effect.
- [] The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

§ 4.2 **Anticipated Building Information Modeling Scope.** Indicate below the portions of the Project for which Modeling will be used and the anticipated Project Participant responsible for that Modeling.

Project Portion for Modeling
Building Design

Responsible Project Participant
Architect or Architect's Consultants

§ 4.3 **Anticipated Model Authorized Uses.** Indicate below the anticipated Authorized Uses of the Model for the Project, which Authorized Uses will be agreed upon by the Project Participants and further described for each LOD in AIA Document G202–2013.

Building Design = Utilized by the Architect for the purposes of designing the project (building) during the Programming/Schematic Design, Design Development and Construction Document (LOD 300).

Contractor Bidding = Utilized by Architect, as needed.

Construction Administration = Utilized by Architect, as needed.

§ 4.4 **Ancillary Modeling Activities.** Indicate additional Modeling activities agreed upon by the Parties, but not to be included in AIA Document G202–2013, if any.

(Describe any Modeling activities, such as renderings, animations, performance simulations, or other similar use, including the anticipated amount and scope of any such Modeling activities.)

None

§ 4.5 **Modeling Protocols.** As soon as practical following execution of the Agreement, the Parties shall, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, further describe the Authorized Uses of the Model and establish necessary protocols governing the development of the Model utilizing AIA Document G202–2013.

§ 4.5.1 The Modeling protocols shall address the following:

- .1 Identification of the Model Element Authors;
- .2 Definition of the various LOD for the Model Elements and the associated Authorized Uses for each defined LOD;
- .3 Identification of the required LOD of each Model Element at each identified Project milestone;
- .4 Identification of the construction classification systems to be used on the Project;
- .5 The process by which Project Participants will exchange and share the Model at intervals not reflected in Section 3.3, Model Element Table, of AIA Document G202–2013;
- .6 The process by which the Project Participants will identify, coordinate and resolve changes to the Model;

- .7 Details regarding any anticipated as-designed or as-constructed Authorized Uses for the Model, if required on the Project;
- .8 Anticipated Authorized Uses for facilities management or otherwise, following completion of the Project; and
- .9 Other topics to be addressed by the Modeling protocols: *(Identify additional topics to be addressed by the Modeling Protocols.)*

§ 4.5.2 Unless responsibility is assigned to another Project Participant identified below, the Architect shall prepare and distribute Modeling protocols to the other Project Participants for review, revision and approval.
(If a Project Participant other than the Architect shall be responsible for preparing draft and final Modeling protocols, identify that Project Participant.)

§ 4.5.3 The agreed upon Modeling protocols shall be set forth in AIA Document G202–2013 and each Project Participant shall memorialize their agreement in writing to such Modeling protocols.

§ 4.5.4 The Parties, together with the other Project Participants, shall review, and if necessary, revise the Modeling protocols at appropriate intervals as required by the conditions of the Project.

§ 4.6 The Parties shall develop, use and rely on the Model in accordance with the Modeling protocols set forth in the latest version of AIA Document G202–2013, which document shall be included in or attached to the Model in a manner clearly accessible to the Project Participants.

§ 4.7 Unauthorized Use

§ 4.7.1 Prior to Establishment of Modeling Protocols

If a Party receives any Model prior to the agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, that Party is not authorized to use, transmit, or rely on the Model. Any use, transmission or reliance is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 4.7.2 Following Establishment of Modeling Protocols

Following agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, if a Party uses or relies on the Model inconsistent with the Authorized Uses identified in the Modeling protocols, such use or reliance shall be at the sole risk of the Party using or relying on the Model. A Party may rely on the Model Element only to the extent consistent with the minimum data required for the identified LOD, even if the content of a specific Model Element includes data that exceeds the minimum data required for the identified LOD.

§ 4.8 Model Management

§ 4.8.1 The requirements for managing the Model include the duties set forth in this Section 4.8. Unless assigned to another Project Participant, the Architect shall manage the Model from the inception of the Project. If the responsibility for Model management will be assigned to another Project Participant, or change at an identified Project milestone, indicate below the identity of the Project Participant who will assume that responsibility, and the Project milestone.

Responsible Project Participant

Project Milestone

§ 4.8.2 **Model Management Protocol Establishment.** The Project Participant responsible for managing the Model, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, shall facilitate the establishment and revision of Model management protocols, including the following:

- .1 Model origin point, coordinate system, precision, file formats and units
- .2 Model file storage location(s)
- .3 Processes for transferring and accessing Model files
- .4 Naming conventions

- .5 Processes for aggregating Model files from varying software platforms
- .6 Model access rights
- .7 Identification of design coordination and clash detection procedures.
- .8 Model security requirements
- .9 Other: *(Identify additional Model management protocols to be addressed.)*

§ 4.8.3 Ongoing Responsibilities. The Project Participant responsible for managing the Model shall do so consistent with the Model management protocols, which shall also include the following ongoing responsibilities:

- .1 Collect incoming Models:
 - .1 Coordinate submission and exchange of Models
 - .2 Create and maintain a log of Models received
 - .3 Review Model files for consistency with Sections 4.8.2.1 through 4.8.2.5
 - .4 Maintain a record copy of each Model file received
- .2 Aggregate Model files and make them available for Authorized Uses
- .3 Maintain Model Archives and backups consistent with the requirements of Section 4.8.4 below
- .4 Manage Model access rights
- .5 Other: *(Identify additional responsibilities.)*

§ 4.8.4 Model Archives. The individual or entity responsible for Model management as set forth in this Section 4.8 shall compile a Model Archive at the end of each Project milestone and shall preserve it without alteration as a record of Model completion as of that Project milestone.

§ 4.8.4.1 Additional Model Archive requirements, if any, are as follows:

None

§ 4.8.4.2 The procedures for storing and preserving the Model(s) upon final completion of the Project are as follows:

At the completion of the project, the Architect will archive the model(s) used during the project and store, electronically for future access.

§ 4.9 Post-Construction Model. The services associated with providing a Model for post-construction use shall only be required if specifically designated in the table below as a Party's responsibility.

(Designate below any anticipated post-construction Model and related requirements, the Project Participant responsible for creating or adapting the Model to achieve such uses, and the location of a detailed description of the anticipated scope of services to create or adapt the Model as necessary to achieve such uses.)

Post-Construction Model	Applicability to Project <i>(Applicable or Not Applicable)</i>	Responsible Project Participant	Location of Detailed Description of Requirements and Services <i>(Section 4.10 below or in an attachment to this exhibit and identified below)</i>
§ 4.9.1 Remodeling	Not Applicable		
§ 4.9.2 Wayfinding and Mapping	Not Applicable		
§ 4.9.3 Asset/FF & E Management	Not Applicable		
§ 4.9.4 Energy Management	Not Applicable		
§ 4.9.5 Space Management	Not Applicable		
§ 4.9.6 Maintenance Management	Not Applicable		

§ 4.10 Insert a detailed description of the requirements for each Post-Construction Model identified in Section 4.9 and the anticipated services necessary to create each Post-Construction Model, if not further described in an attachment to this Exhibit.

| Not Applicable

ARTICLE 5 OTHER TERMS AND CONDITIONS

Other terms and conditions related to the transmission and use of Digital Data are as follows:

| None

Resolution No. 2021-08

**RESOLUTION APPROVING SERVICES AGREEMENT
BETWEEN THE CITY OF NORTH LIBERTY AND SHIVE-
HATTERY, INC. FOR THE CITY HALL PROJECT**

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

WHEREAS, the City Council desires to construct the next phase of the Civic Campus Project, City Hall;

WHEREAS, Shive-Hattery, Inc. has presented a proposal for services relating to this project; and

NOW, THEREFORE, BE IT RESOLVED that the agreement presented by Shive-Hattery is approved for Design, Bidding, and Construction services relating to the City Hall Project Services Agreement at a lump sum fee of \$550,000 plus costs of expenses is hereby approved as set forth therein.

BE IT FURTHER RESOLVED that the City Administrator is hereby authorized and ordered to execute the agreement with said engineering firm for the scope of work.

APPROVED AND ADOPTED this 26th day of January, 2021.

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



Ranshaw Way, Phase 5 Project

Resolution No. 2021-09

**A RESOLUTION APPROVING THE PURCHASE OF REAL
PROPERTY, PERMANENT AND TEMPORARY EASEMENTS
FROM VARIOUS PROPERTY OWNERS ADJACENT TO
RANSHAW WAY FOR THE RANSHAW WAY PHASE 5 PROJECT**

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

WHEREAS, the City of North Liberty is planning the Ranshaw Way, Phase Five Project across and adjacent to property owned by MH Golfview, LLC, and MD Golfview, LLC, (together, "Golfview"); Casey's Marketing Company; T L & L, Inc.; Ralos Eixom, LLC; and Alberhasky Westwood LLC and Brogosolo, LLC (together, "Alberhasky"); (collectively, the "subject properties");

WHEREAS, the project requires the acquisition of additional right of way; permanent drainage, utility, sidewalk, lighting and traffic signal easements; and temporary construction easements within, over and across the subject properties;

WHEREAS, the City of North Liberty agrees to purchase the necessary real estate and easements from Golfview for \$94,590.00; and

WHEREAS, the City of North Liberty agrees to purchase the necessary real estate and easements from Casey's Marketing Company for \$9,460.00; and

WHEREAS, the City of North Liberty agrees to purchase the necessary real estate and easements from T L & L, Inc., for \$90,850.00; and

WHEREAS, the City of North Liberty agrees to purchase the necessary easement from Ralos Eixom, LLC, for \$4,415.00; and

WHEREAS, the City of North Liberty agrees to purchase the necessary easements from Alberhasky for \$9,693.60; and

WHEREAS, the acquisition of each of the easements described above is concomitant with a public easement agreement or temporary construction easement; and

WHEREAS, it is the parties' desire to agree and establish, in writing, their understanding concerning the terms of the City's purchase of the above-described property interests.

NOW, THEREFORE, BE IT RESOLVED that the purchase of right of way, permanent easements and temporary construction easements from the above property owners at the sums provided, and pursuant to the attached agreements, are approved for the Ranshaw Way, Phase Five Project, North Liberty, Iowa.

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

APPROVED AND ADOPTED this 26th day of January, 2021.

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:
Grant D. Lientz, 3 Quail Creek Circle, P.O. Box 77, North Liberty, IA 52317 319-626-5767

PUBLIC EASEMENT AGREEMENT

This agreement is made and entered into by and between MH GOLFVIEW LLC and MD GOLFVIEW LLC, owners of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include his/her/their/its agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a permanent easement (Division I) and a temporary construction easement (Division II) for the public purpose of improving and widening Ranshaw Way, installing landscaping, lighting, traffic signals, sidewalks, and extending utility services (the "Project"), under, over, through and across the areas described in the exhibits, which are attached.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.
- C. The City shall indemnify and hold harmless the Property Owner, its successors and assigns, from and against any loss, damage, expense, cost, third party claims, causes of action, or other liabilities arising out of, or purporting to arise out of, the City's exercise of the rights granted under this Agreement. This indemnification and hold harmless shall include, but is not limited to, reasonable legal fees and cost of defense incurred by Property Owner.

DIVISION I – PERMANENT EASEMENT

Further, the Property Owner and the City agree that:

1. The permanent easement area being granted and conveyed by this Agreement is depicted and legally described in Exhibit A, which is attached and fully incorporated herein.
2. The City has the right to excavate in the permanent easement area as the City may find reasonably necessary.
3. The City has the right to construct and maintain the Project with such structures as the City shall from time to time elect. The City shall promptly backfill any trench made by it, and repair any damage caused by the City within the easement area, except that the City will not be required to or liable for the costs of re-paving of any paved area which was excavated for maintenance.
4. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the permanent easement area without obtaining the prior written approval of the City Engineer. Even with such approval, if the Property Owner paves or otherwise obstructs access to the easement area, the City shall have the right to excavate or remove such obstruction as the City deems reasonably necessary, and the City shall not be obligated to restore any paving disturbed by such excavation or removal.
5. The City shall not fence any part of the permanent easement area, unless otherwise agreed in writing by the parties.
6. The Property Owner shall not change the grade, elevation or contour of any part of the permanent easement area without obtaining the prior written consent of the City Engineer.
7. The City shall have the right of access to the permanent easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the permanent easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the permanent easement area.
8. The City's rights under the permanent easement granted and conveyed herein by the Owner run indefinitely with the land.

DIVISION II – TEMPORARY EASEMENT

The Property Owner and the City further agree that:

1. The temporary easement area being granted and conveyed by this Agreement is depicted on and legally described in Exhibit B, which is attached and fully incorporated herein, and referred to herein as "temporary construction easement area."

2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City's construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe, which consent shall not be unreasonably withheld.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that driveways, fences and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City covenants and agrees that existing underground drainage tiles that are removed or disturbed shall, to the extent reasonably possible, be replaced by City. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and respread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than December 31, 2021.

DIVISION III – GENERAL

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. 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.

Dated this 12 day of January, 2021

PROPERTY OWNER:

CITY:

Signed: [Signature]
on behalf of MH Golfview LLC

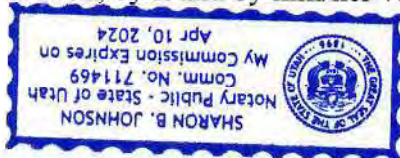
Signed: _____
Terry L. Donahue, Mayor

Signed: [Signature]
on behalf of MD Golfview LLC

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF Utah, Utah COUNTY: ss

On this 12th day of January, 2021, before me, the undersigned, a Notary Public in and for the State of Utah, personally appeared Nathan Ricks to me personally known, who, being by me duly sworn, did say that he/she is the Manager of MH Golfview LLC, an Utah corporation, and that the instrument was signed on behalf of the corporation by the authority of its members, and that Nathan Ricks acknowledged the execution of the instrument to be his/her voluntary act and deed and the voluntary act and deed of the corporation, by it and by him/her voluntarily executed.



Sharon B. Johnson
Notary Public in and for the State of Utah

STATE OF _____, _____ COUNTY: ss



On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the _____ of MD Golfview LLC, an Iowa corporation, and that the instrument was signed on behalf of the corporation by the authority of its members, and that _____ acknowledged the execution of the instrument to be his/her voluntary act and deed and the voluntary act and deed of the corporation, by it and by him/her voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, 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 _____, 20____, 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

EASEMENT EXHIBIT PERMANENT DRAINAGEWAY EASEMENT A PART OF LOT 33, GOLF VIEW MOBILE HOME COURT NORTH LIBERTY, JOHNSON COUNTY, IOWA



DESCRIPTION

A permanent drainage easement on that part of Lot 33 of Golf View Mobile Home Court (Final Plat recorded in Plat Book 24, Page 51 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Beginning at the northwest corner of Lot 31 of said Golf View Mobile Home Court;

thence South 2°52'23" East 211.30 feet along the westerly line of said Lot 31, Lot 32 and Lot 33 said line being the easterly right-of-way line of Ranshaw way (assumed bearing for this description only) to an angle point of said Lot 33 and said easterly right-of-way line, said point being the point of beginning;

thence North 74°16'52" East 71.61 feet to a point of intersection with an existing drainage easement as shown on said Final Plat;

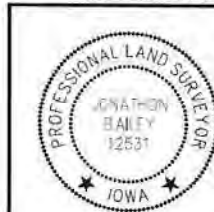
thence North 88°48'34" West 70.00 feet to a point of intersection with said easterly right-of-way line;

thence South 2°52'23" East 20.88 feet along said easterly right-of-way line to the point of beginning and containing 729 square feet more or less.

ONLY THESE COPIES OF THIS DOCUMENT SIGNED AND DATED IN CONTRASTING INK COLOR ARE TO BE CONSIDERED CERTIFIED OFFICIAL COPIES PER IOWA ADMINISTRATION CODE 193C-6.1(5)

LEGEND

- FOUND IRON ROD
- SET 3/8" IRON ROD
W/ YELLOW CAP #12531



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: _____
NAME: **JONATHON BAILEY**
DATE: _____ LICENSE NUMBER: **12531**
MY LICENSE RENEWAL DATE IS: **DECEMBER 31, 2020**
PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____
THIS SHEET

SHIVEHATTERY
ARCHITECTURE+ENGINEERING

2839 Northgate Drive | Iowa City, Iowa 52245
319.354.3040 | www.shive-hattery.com
Iowa | Illinois | Indiana

EASEMENT EXHIBIT
A PART OF GOLF VIEW MOBILE HOME CT,
MH GOLFVIEW, LLC & MD GOLFVIEW, LLC
NORTH LIBERTY, JOHNSON COUNTY, IOWA

DATE	6/23/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	-
APPROVED	JSB	REVISION	-

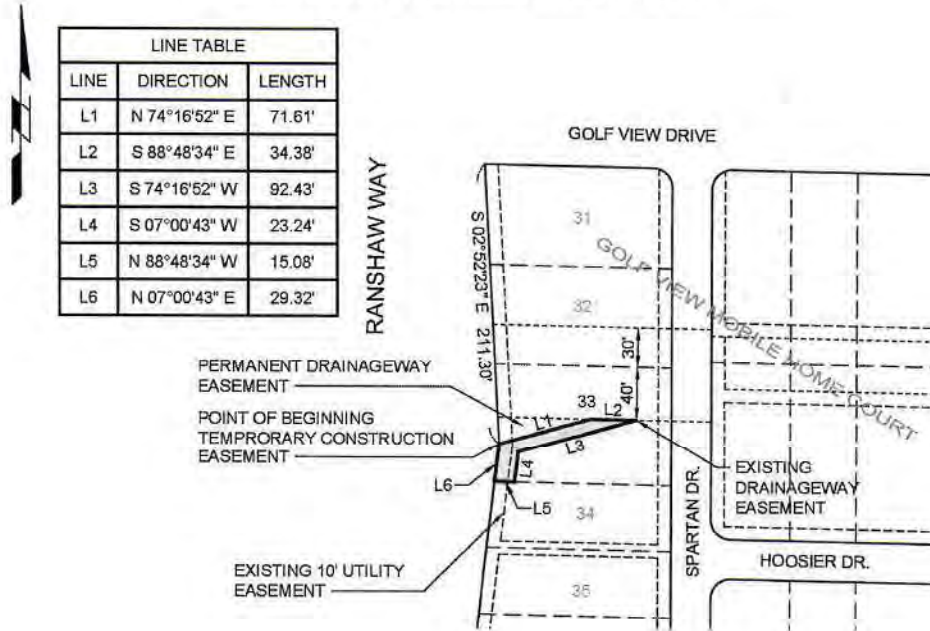
PROJECT NO.
119343-0

SHEET NO.

1 of 1

EXHIBIT B

EASEMENT EXHIBIT TEMPORARY CONSTRUCTION EASEMENT A PART OF LOT 33, GOLF VIEW MOBILE HOME COURT NORTH LIBERTY, JOHNSON COUNTY, IOWA



DESCRIPTION

A temporary construction easement on that part of Lot 33 of Golf View Mobile Home Court (Final Plat recorded in Plat Book 24, Page 51 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Beginning at the northwest corner of Lot 31 of said Golf View Mobile Home Court;

thence South 2°52'23" East 211.30 feet along the westerly line of said Lot 31, Lot 32 and Lot 33 said line being the easterly right-of-way line of Ranshaw way (assumed bearing for this description only) to an angle point of said Lot 33 and said easterly right-of-way line, said point being the point of beginning;

thence North 74°16'52" East 71.61 feet to a point of intersection with an existing drainage easement as shown on said Final Plat;

thence South 88°48'34" East 34.38 feet along the south line of said drainage easement;

thence South 74°16'52" West 92.43 feet;

thence South 7°00'43" West 23.24 feet to a point of intersection with the south line of said Lot 33;

thence North 88°48'34" West 15.08 feet to a point of intersection with said easterly right-of-way line;

thence North 7°00'43" East 29.32 feet along said easterly right-of-way line to the point of beginning and containing 1214 square feet more or less.



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EASEMENT EXHIBIT
A PART OF GOLF VIEW MOBILE HOME CT.
MH GOLFVIEW, LLC & MD GOLFVIEW, LLC
NORTH LIBERTY, JOHNSON COUNTY, IOWA

DATE	7/8/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	-
APPROVED	JSB	REVISION	-

PROJECT NO.
119343.0

SHEET NO.

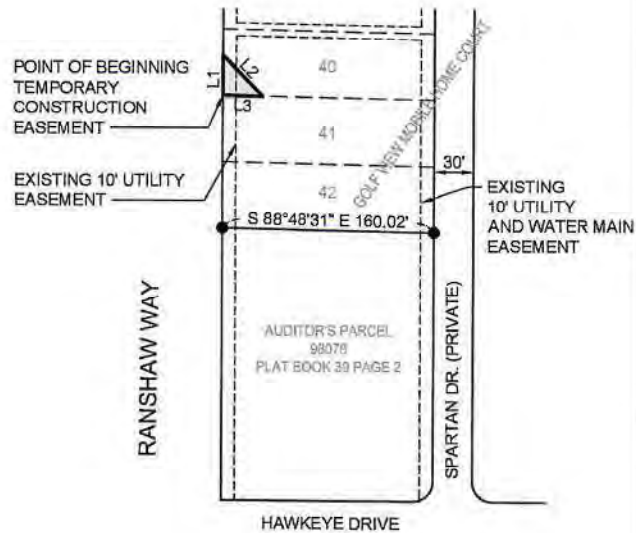
1 of 1

EXHIBIT B

EASEMENT EXHIBIT TEMPORARY CONSTRUCTION EASEMENT A PART OF LOT 40, GOLF VIEW MOBILE HOME COURT NORTH LIBERTY, JOHNSON COUNTY, IOWA



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 00°19'42" E	30.00'
L2	S 44°14'25" E	42.74'
L3	N 88°48'31" W	30.00'



DESCRIPTION

A temporary construction easement on that part of Lot 40, Golf View Mobile Home Court (Final Plat recorded in Plat Book 24, Page 51 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Beginning at the southwest corner of said Lot 40;

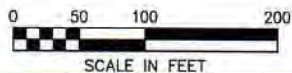
thence North 0°19'42" East 30.00 along the west line of said Lot 40 and the easterly right-of-way line of Ranshaw Way (assumed bearing for this description only);

thence South 44°14'25" East 42.74 feet to a point of intersection with the south line of said Lot 40;

thence North 88°48'31" West 30.00 feet along said south line to the point of beginning and containing 450 square feet more or less.

LEGEND

● FOUND IRON ROD



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EASEMENT EXHIBIT LOT 40, GOLF VIEW MOBILE HOME COURT MH GOLFVIEW, LLC & MD GOLFVIEW, LLC NORTH LIBERTY, JOHNSON COUNTY, IOWA			
DATE	7/1/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	-
APPROVED	JSB	REVISION	-

PROJECT NO.
119343 0

SHEET NO.

1 of 1

Prepared by and Return to:
Grant D. Lientz, 3 Quail Creek Circle, P.O. Box 77, North Liberty, IA 52317 319-626-5767

TEMPORARY CONTRUCTION EASEMENT AGREEMENT

This agreement is made and entered into by and between CASEY'S MARKETING COMPANY, owner of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include his agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar (\$1.00) plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary easement for the public purpose of improving and widening Ranshaw Way, installing landscaping, lighting, traffic signals, sidewalks, and extending utility services (the "Project"), under, over, through and across the area described in the exhibit, which is attached.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.
- C. The City shall indemnify and hold harmless the Property Owner, its successors and assigns, from and against any loss, damage, expense, cost, third party claims, causes of action, or other liabilities arising out of, or purporting to arise out of, the City's exercise of the rights granted under this Agreement. This indemnification and hold harmless shall include, but is not limited to, reasonable legal fees and cost of defense incurred by Property Owner.

DIVISION I – TEMPORARY EASEMENT

The Property Owner and the City agree that:

1. The temporary easement area being granted and conveyed by this Agreement is depicted on and legally described in Exhibit A, which is attached and fully incorporated herein, and referred to herein as “temporary construction easement area.”
2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe, which consent shall not be unreasonably withheld.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that driveways, fences and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City covenants and agrees that existing underground drainage tiles that are removed or disturbed shall, to the extent reasonably possible, be replaced by City. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.

9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than December 31, 2021.

DIVISION II – GENERAL

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. 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.

Dated this _____ day of _____, 20__.

PROPERTY OWNER:

CITY:

Signed: _____
By: _____
on behalf of Casey's Marketing Company

Signed: _____
Terry L. Donahue, Mayor

Signed: _____
By: _____
on behalf of Casey's Marketing Company

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, _____ COUNTY: ss

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the _____ and _____, respectively, of Casey's Marketing Company, an Iowa corporation, and that the instrument was signed on behalf of the corporation by the authority of its members, and that _____ and _____ 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

STATE OF IOWA, JOHNSON COUNTY: ss

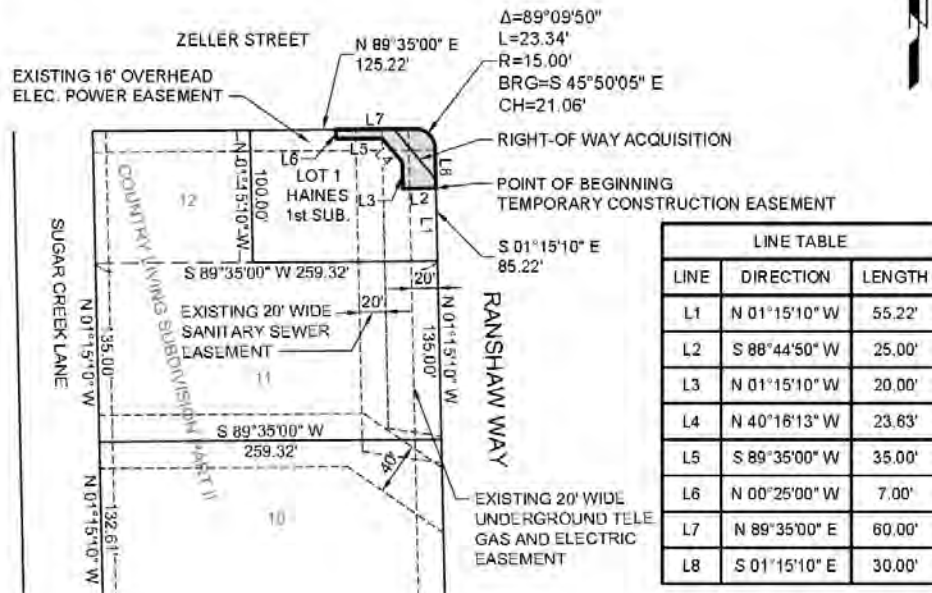
On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey

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 _____, 20____, 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

EASEMENT EXHIBIT TEMPORARY CONSTRUCTION EASEMENT A PART OF LOT 1, HAINES FIRST SUBDIVISION NORTH LIBERTY, JOHNSON COUNTY, IOWA



DESCRIPTION

A temporary construction easement on that part of Lot 1, Haines First Subdivision (Final Plat recorded in Plat Book 16, Page 71 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Commencing as a point of reference at the southeast corner of said Lot 1;

thence North 1°15'10" West 55.22 feet along an easterly line of said Lot 1 and the westerly right-of-way line of Ranshaw Way (assumed bearing for this description only) to the point of beginning;

thence South 88°44'50" West 25.00;

thence North 1°15'10" West 20.00 feet;

thence North 40°16'13" West 23.63 feet;

thence South 89°35'00" West 35.00 feet;

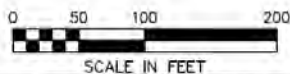
thence North 0°25'00" West 7.00 feet to a point of intersection with the north line of said Lot 1 and the southerly right-of-way of Zeller Street;

thence North 89°35'00" East 60.00 feet along said north line and southerly right-of-way to a point of curvature;

thence southeasterly 23.34 feet along the arc of a 15.00 foot radius curve concave southwesterly (chord bearing South 45°50'05" East 21.06 feet) said arc being the right-of-way of Zeller Street and Ranshaw Way;

thence South 1°15'10" East 30.00 feet along the east line of said Lot 1 and the westerly right-of-way of said Ranshaw Way to the point of beginning.

Area: A total area of 1581 square feet with a net area of 1019 square feet more or less which excludes the right-of-way to be acquired.



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Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

EASEMENT EXHIBIT
LOT 1, HAINES FIRST SUBDIVISION
CASEY'S MAPETING COMPANY
NORTH LIBERTY, JOHNSON COUNTY, IOWA

DATE	7/19/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	—
APPROVED	ISR	REVISION	—

PROJECT NO.
113313-0

SHEET #11

1 of 1

Prepared by and Return to:
Grant D. Lientz, 3 Quail Creek Circle, P.O. Box 77, North Liberty, IA 52317 319-626-5767

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This agreement is made and entered into by and between TL & L, INC, owner of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include his agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar (\$1.00) plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary easement for the public purpose of improving and widening Ranshaw Way, installing landscaping, lighting, traffic signals, sidewalks, and extending utility services (the "Project"), under, over, through and across the areas described in the exhibits, which are attached.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.
- C. The City shall defend, indemnify and hold harmless the Property Owner, its successors and assigns, from and against any loss, damage, expense, cost, third party claims, causes of action, or other liabilities arising out of, or purporting to arise out of, the City's exercise of the rights granted under this Agreement. This indemnification and hold harmless shall include, but is not limited to, reasonable legal fees and cost of defense incurred by Property Owner.

DIVISION I – TEMPORARY EASEMENT

The Property Owner and the City agree that:

1. The temporary easement area being granted and conveyed by this Agreement is depicted on and legally described in Exhibit A, which is attached and fully incorporated herein, and referred to herein as "temporary construction easement area."
2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City's construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe, which consent shall not be unreasonably withheld.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that driveways, fences and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. All fencing shall be replaced with like-kind fencing currently existing at the golf course. The City covenants and agrees that existing underground drainage tiles that are removed or disturbed shall, to the extent reasonably possible, be replaced by City. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City. City agrees that the construction and easement use shall not change or materially alter the natural waterflow so as to damage the No. 8 green or to materially interfere with the operations of the golf course.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described

herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush. There shall be no stockpiling of debris or rubbish of any kind outside the easement area.

9. City shall be responsible for damage to trees not covered by the damages included in condemnation proceedings or transfer by agreement of the parties, caused by the construction or easement use.
10. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than December 31, 2022.

DIVISION II – GENERAL

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. 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.

Dated this _____ day of _____, 2021

PROPERTY OWNER:

CITY:

Signed: _____

By: Theodore L. Lewis
on behalf of TL & L, INC

Signed: _____

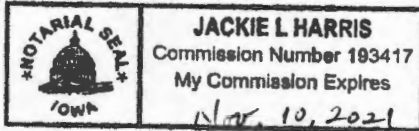
Terry L. Donahue, Mayor


Signed: _____

Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this 20th day of January, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Theodore L. Lewis to me personally known, who, being by me duly sworn, did say that they are the President of T L & L, Inc., an Iowa corporation, and that the instrument was signed on behalf of the corporation by the authority of its members, and that 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

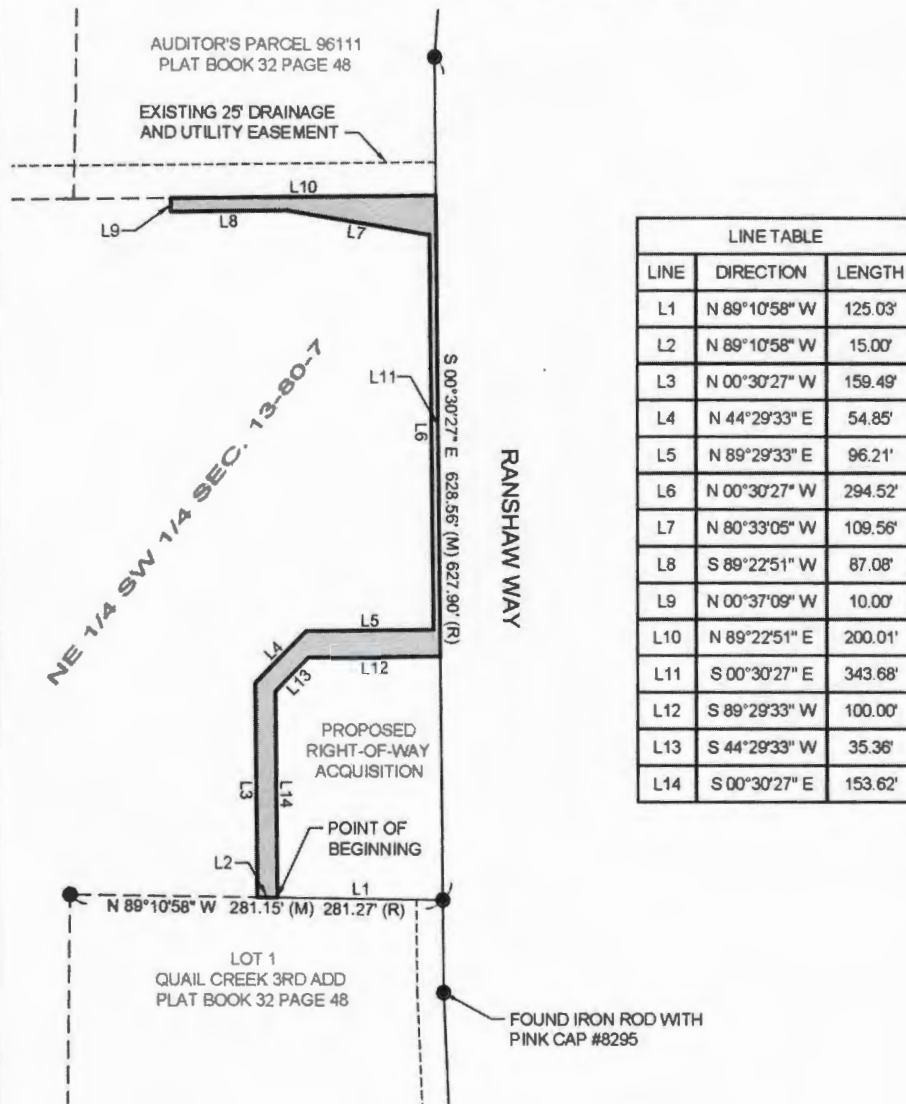
STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, 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 _____, 2021, 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

EASEMENT EXHIBIT TEMPORARY CONSTRUCTION EASEMENT A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER SECTION 13, TOWNSHIP 80 NORTH, RANGE 7 WEST NORTH LIBERTY, JOHNSON COUNTY, IOWA



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Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

EASEMENT EXHIBIT
A PART OF NE 1/4 SW 1/4 SEC. 13-80-7
TL & L, INC
NORTH LIBERTY, JOHNSON COUNTY, IOWA

PROJECT NO.
119343-0

DATE	9/26/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	-
APPROVED	JSB	REVISION	-

SHEET NO.

1 of 2

EXHIBIT A

EASEMENT EXHIBIT TEMPORARY CONSTRUCTION EASEMENT A PART OF AUDITOR'S PARCEL 98070 NORTH LIBERTY, JOHNSON COUNTY, IOWA

DESCRIPTION

A temporary construction easement on that part of the Northeast Quarter of the Southwest Quarter of Section 13, Township 80 North, Range 7 West of the 5th PM, North Liberty, Johnson County, Iowa described as follows:

Commencing as a point of reference at the northeast corner of Lot 1, Quail Creek Third Addition to North Liberty (Final Plat recorded in Plat Book 32, Page 48 at the Johnson County Recorder's Office);

thence North 89°10'58" West 125.03 feet along the north line of said Lot 1 (assumed bearing for this description only) to the point of beginning;

thence continuing North 89°10'58" West 15.00 feet;

thence North 0°30'27" West 159.49 feet;

thence North 44°29'33" East 54.85 feet;

thence North 89°29'33" East 96.21;

thence North 0°30'27" West 294.52 feet;

thence North 80°33'05" West 109.56 feet;

thence South 89°22'51" West 87.08;

thence North 0°37'09" West 10.00 feet to a point of intersection with the south line of Auditor's Parcel 96111 (Plat of Survey recorded in Plat Book 32, Page 48 at the Johnson County Recorder's Office);

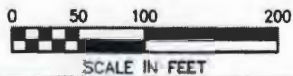
thence North 89°22'51" East 200.01 feet to a point of intersection with the westerly right-of-way line of Ranshaw Way;

thence South 0°30'27" East 343.68 feet;

thence South 89°29'33" West 100.00 feet;

thence South 44°29'33" West 35.36 feet;

thence South 0°30'27" East 153.62 feet to the point of beginning and containing 9639 square feet more or less.



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Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

EASEMENT EXHIBIT			PROJECT NO.
A PART OF NE 1/4 SW 1/4 SEC. 13-80-7			118343-0
TL & L, INC.			
NORTH LIBERTY, JOHNSON COUNTY, IOWA			
DATE	SCALE	AS SHOWN	SHEET NO.
6/29/20			
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	--

2 of 2

Prepared by and Return to:
Grant D. Lientz, 3 Quail Creek Circle, P.O. Box 77, North Liberty, IA 52317 319-626-5767

TEMPORARY CONTRUCTION EASEMENT AGREEMENT

This agreement is made and entered into by and between RALOS EIXOM LLC, owner of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include its agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar (\$1.00) plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary easement for the public purpose of improving and widening Ranshaw Way, installing landscaping, lighting, traffic signals, sidewalks, and extending utility services (the "Project"), under, over, through and across the areas described in Exhibit A, which is attached hereto, and fully incorporated by this reference.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, any applicable connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.
- C. The City shall indemnify and hold harmless the Property Owner, its successors and assigns, from and against any loss, damage, expense, cost, third party claims, causes of action, or other liabilities arising out of, or purporting to arise out of, the City's exercise of the rights granted under this Agreement. This indemnification and hold harmless shall include, but is not limited to, reasonable legal fees and cost of defense incurred by Property Owner.

DIVISION I – TEMPORARY EASEMENT

The Property Owner and the City agree that:

1. The temporary easement area being granted and conveyed by this Agreement is depicted on and legally described in Exhibit A, which is attached and fully incorporated herein, and referred to herein as “Temporary Construction Easement Area.”
2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the Temporary Construction Easement Area without obtaining the prior written consent of the City Engineer during the same timeframe, which consent shall not be unreasonably withheld.
5. The City shall have the right of access to the Temporary Construction Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that driveways, fences and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City covenants and agrees that existing underground drainage tiles that are removed or disturbed shall, to the extent reasonably possible, be replaced by City. City further agrees that it shall promptly backfill any trench made by it, and repair any damage caused by the City within the Temporary Construction Easement Area. All grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the Temporary Construction Easement Area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.

9. The rights as described above in the Temporary Construction Easement Area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than December 31, 2022.

DIVISION II – GENERAL

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. 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.

Dated this _____ day of January, 2021.

PROPERTY OWNER:

CITY:

Signed: _____
By: Jason Hall, Member
On behalf of Ralos Eixom LLC

Signed: _____
Terry L. Donahue, Mayor

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of January, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jason Hall, to me personally known, who, being by me duly sworn, did say that he is the Member of Ralos Eixom LLC, an Iowa limited liability company, and that the instrument was signed on behalf of the limited liability company by the authority of its members, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the limited liability company, by it and by him voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

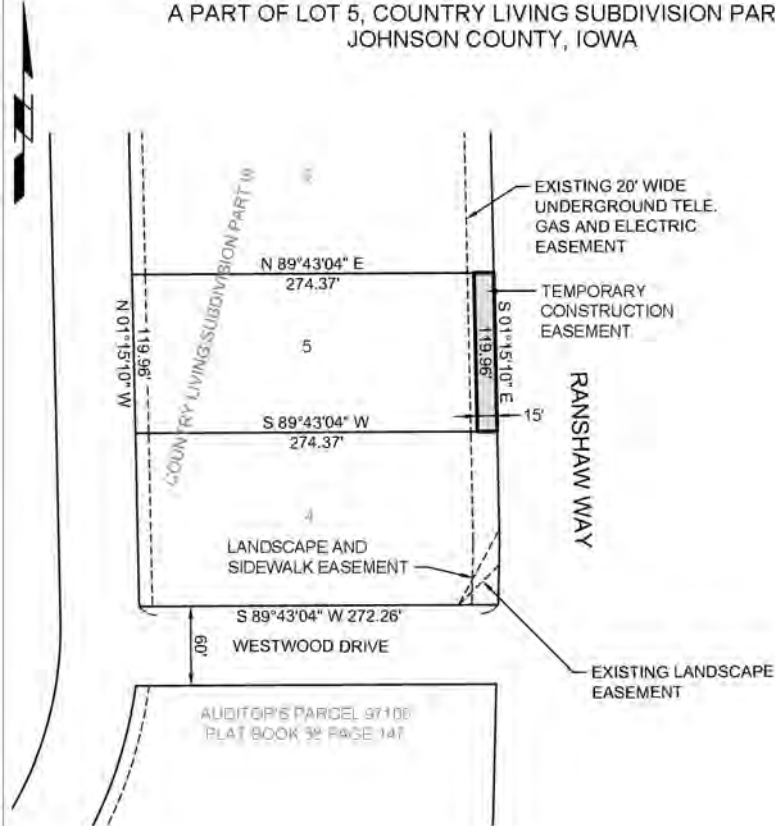
On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North 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 _____, 20____, 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

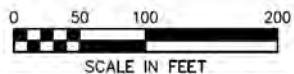
EASEMENT EXHIBIT TEMPORARY CONSTRUCTION EASEMENT A PART OF LOT 5, COUNTRY LIVING SUBDIVISION PART III JOHNSON COUNTY, IOWA



DESCRIPTION

A temporary construction easement on the east 15 feet of Lot 5, Country Living Subdivision Part III (Final Plat recorded in Plat Book 19, Page 9 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa.

Area: 1799 square feet more or less



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EASEMENT EXHIBIT
LOT 5, COUNTRY LIVING SUB. PT. III
PROPERTY OWNER: RALOS EIXOM, LLC
NORTH LIBERTY, JOHNSON COUNTY, IOWA

PROJECT NO.
119343-0

DATE	7/1/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	-
APPROVED	JSB	REVISION	-

SHEET NO.

1 of 1

Prepared by and Return to:
Grant D. Lientz, 3 Quail Creek Circle, P.O. Box 77, North Liberty, IA 52317 319-626-5767

PUBLIC EASEMENT AGREEMENT

This agreement is made and entered into by and between ALBERHASKY WESTOOD, LLC and BROGOSOLO, LLC, owners of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include his/her/their/its agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a permanent easement (Division I) and a temporary construction easement (Division II) for the public purpose of improving and widening Ranshaw Way, installing landscaping, lighting, traffic signals, sidewalks, and extending utility services (the "Project"), under, over, through and across the areas described in the exhibits, which are attached.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.
- C. The City shall indemnify and hold harmless the Property Owner, its successors and assigns, from and against any loss, damage, expense, cost, third party claims, causes of action, or other liabilities arising out of, or purporting to arise out of, the City's exercise of the rights granted under this Agreement. This indemnification and hold harmless shall include, but is not limited to, reasonable legal fees and cost of defense incurred by Property Owner.

DIVISION I – PERMANENT EASEMENT

Further, the Property Owner and the City agree that:

1. Property Owner does hereby grant and convey to City a permanent easement for the purpose of constructing and maintaining landscaping, lighting, traffic signal and sidewalk improvements. The permanent easement area being granted and conveyed by this Agreement is depicted and legally described in Exhibit A, which is attached and fully incorporated herein.
2. The City has the right to excavate in the permanent easement area as the City may find reasonably necessary.
3. The City has the right to construct and maintain the Project with such structures as the City shall from time to time elect. The City shall promptly backfill any trench made by it, and repair any damage caused by the City within the easement area, except that the City will not be required to or liable for the costs of re-paving of any paved area which was excavated for maintenance.
4. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the permanent easement area without obtaining the prior written approval of the City Engineer. Even with such approval, if the Property Owner paves or otherwise obstructs access to the easement area, the City shall have the right to excavate or remove such obstruction as the City deems reasonably necessary, and the City shall not be obligated to restore any paving disturbed by such excavation or removal.
5. The City shall not fence any part of the permanent easement area, unless otherwise agreed in writing by the parties.
6. The Property Owner shall not change the grade, elevation or contour of any part of the permanent easement area without obtaining the prior written consent of the City Engineer.
7. The City shall be responsible for maintenance of the improvements located within the easement area. The City shall have the right of access to the permanent easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the permanent easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the permanent easement area.
8. The City's rights under the permanent easement granted and conveyed herein by the Owner run indefinitely with the land.

DIVISION II – TEMPORARY EASEMENT

The Property Owner and the City further agree that:

1. The temporary easement area being granted and conveyed by this Agreement is depicted on and legally described in Exhibit B, which is attached and fully incorporated herein, and referred to herein as “Temporary Construction Easement Area.”
2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the Temporary Construction Easement Area without obtaining the prior written consent of the City Engineer during the same timeframe, which consent shall not be unreasonably withheld.
5. The City shall have the right of access to the Temporary Construction Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that driveways, fences and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City covenants and agrees that existing underground drainage tiles that are removed or disturbed shall, to the extent reasonably possible, be replaced by City. City further agrees that it shall promptly backfill any trench made by it, and repair any damage caused by the City within the Temporary Construction Easement Area. All grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the Temporary Construction Easement Area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and respread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
9. The rights as described above in the Temporary Construction Easement Area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than December 31, 2022.

DIVISION III – GENERAL

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. 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.

[Signature pages to follow]

Dated this _____ day of January, 2021.

PROPERTY OWNER:

ALBERHASKY WESTWOOD, LLC

Signed: _____

By: JoEllen Alberhasky, Manager

STATE OF ARIZONA, MARICOPA COUNTY: ss

On this _____ day of January, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared JoEllen Alberhasky, to me personally known, who, being by me duly sworn, did say that she is the Manager of Alberhasky Westwood, LLC, an Iowa limited liability company, and that the instrument was signed on behalf of the limited liability company by the authority of its members, and that JoEllen Alberhasky acknowledged the execution of the instrument to be her voluntary act and deed and the voluntary act and deed of the corporation, by it and by her voluntarily executed.

Notary Public in and for the State of Iowa

Dated this _____ day of January, 2021.

PROPERTY OWNER:

BROGOSOLO, LLC

Signed: _____

By: G. Rodney Alberhasky, Manager

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of January, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared G. Rodney Alberhasky, to me personally known, who, being by me duly sworn, did say that he is the Manager of Brogosolo, LLC, an Iowa limited liability company, and that the instrument was signed on behalf of the limited liability company by the authority of its members, and that G. Rodney Alberhasky acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the Iowa limited liability company, by it and by him voluntarily executed.

Notary Public in and for the State of Iowa

CITY:

Signed: _____
Terry L. Donahue, Mayor

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

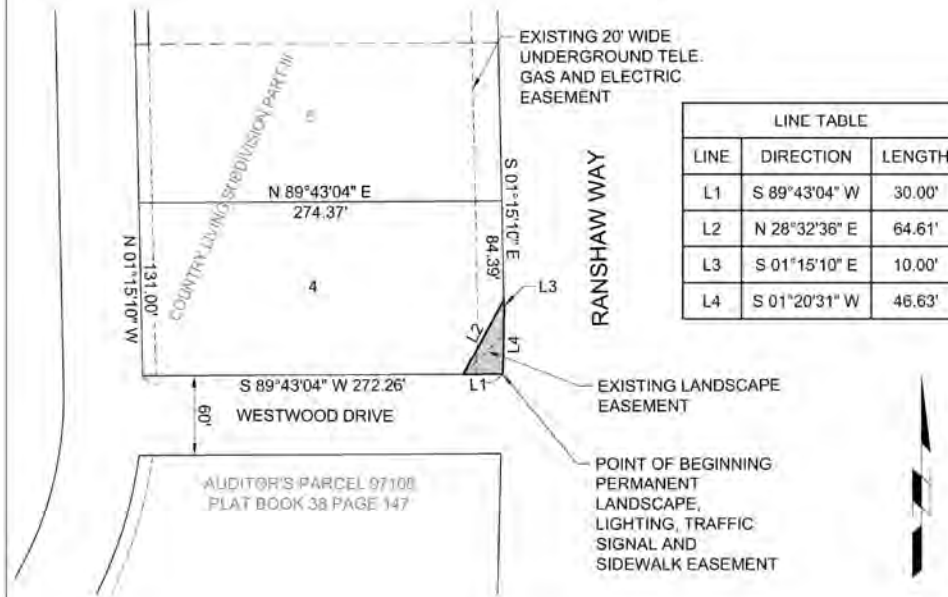
On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North 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 _____, 20____, 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

EASEMENT EXHIBIT PERMANENT LANDSCAPE, LIGHTING, TRAFFIC SIGNAL AND SIDEWALK EASEMENT

A PART OF LOT 4, COUNTRY LIVING SUBDIVISION PART III
JOHNSON COUNTY, IOWA



DESCRIPTION

A permanent landscape, lighting, traffic signal and sidewalk easement on that part of Lot 4, Country Living Subdivision Part III (Final Plat recorded in Plat Book 19, Page 9 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Beginning at the southeast corner of said Lot 4;

thence South 89°43'04" West 30.00 along the south line of said Lot 4, said line also being the northerly right-of-way line of Westwood Drive (assumed bearing for this description only);

thence North 28°32'36" East 64.61 feet to a point of intersection with an easterly line of said Lot 4 and the westerly right line of Ranshaw Way;

thence South 1°15'10" East 10.00 feet along said easterly line and said westerly right-of-way line;

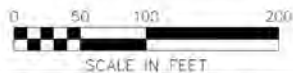
thence South 1°20'31" West 46.63 feet along an easterly line of said Lot 4 and said westerly right-of-way line to the point of beginning.

Area: Total area 860 square feet with a net of 401 square feet which excludes the existing landscape easement.

ONLY THESE COPIES OF THIS DOCUMENT SIGNED AND DATED IN CONTRASTING INK COLOR ARE TO BE CONSIDERED DESIRED OFFICIAL COPIES PER IOWA ADMINISTRATION CODE 193C-6.1(5)

LEGEND

- FOUND IRON ROD
- SET 5/8" IRON ROD W/ YELLOW CAP #12531



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE

NAME: JONATHAN BAILEY

DATE: LICENSE NUMBER: 12531

MY LICENSE RENEWAL DATE (IS) DECEMBER 31, 2020

PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL:

THIS SHEET

SHIVEHATTERY
ARCHITECTURE+ENGINEERING

2839 Northgate Drive | Iowa City, Iowa 52245
319.354.3040 | www.shive-hattery.com
Iowa | Illinois | Indiana

EASEMENT EXHIBIT
LOT 4, COUNTRY LIVING SUB. PT. III
BROGOSOLO, LLC & ALBERHASKY WESTWOOD, LLC
NORTH LIBERTY, JOHNSON COUNTY, IOWA

PROJECT NO.

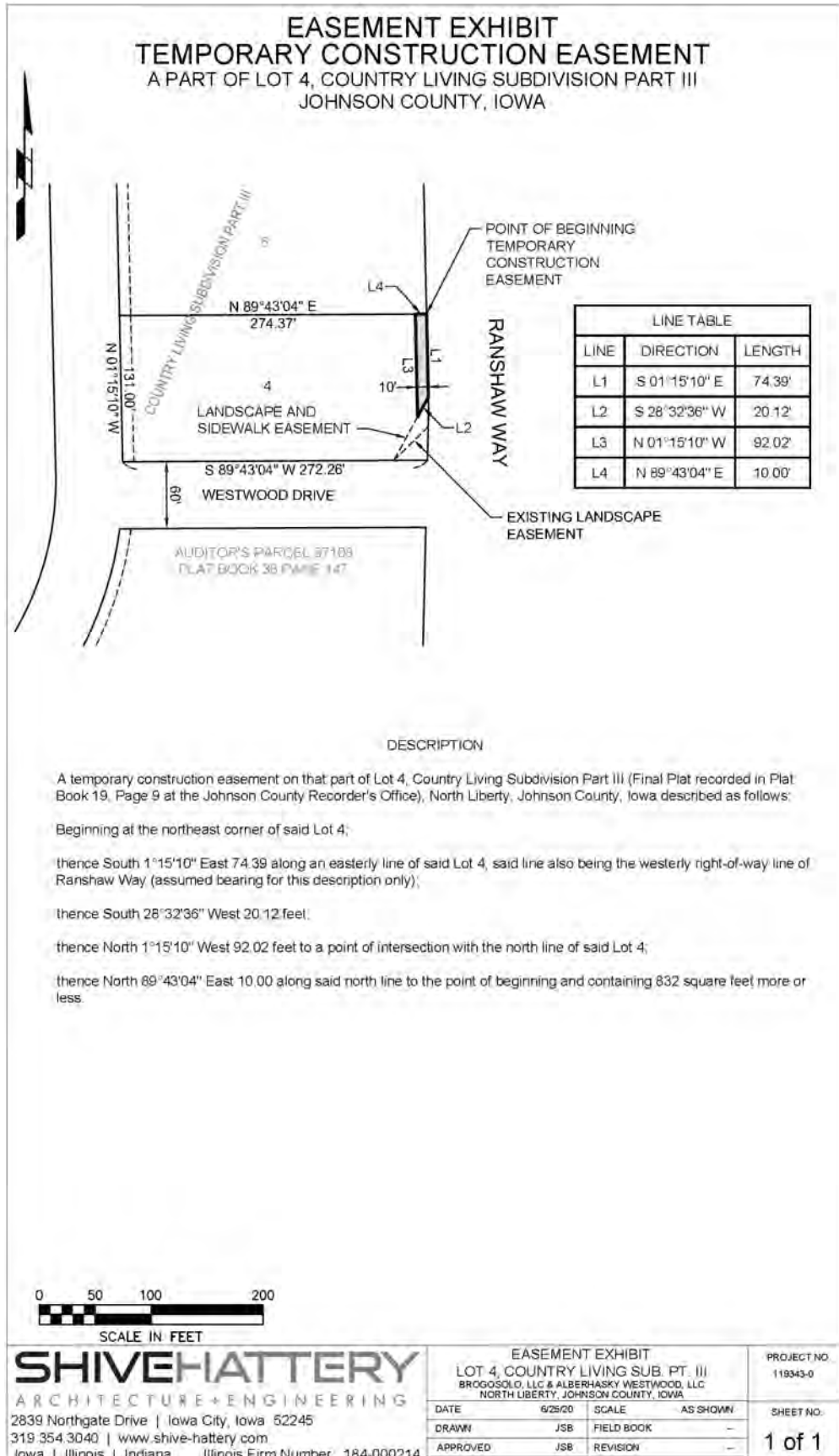
119343-0

DATE	8/09/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	-
APPROVED	JSB	REVISION	-

SHEET NO.

1 of 1

EXHIBIT B





Additional Information



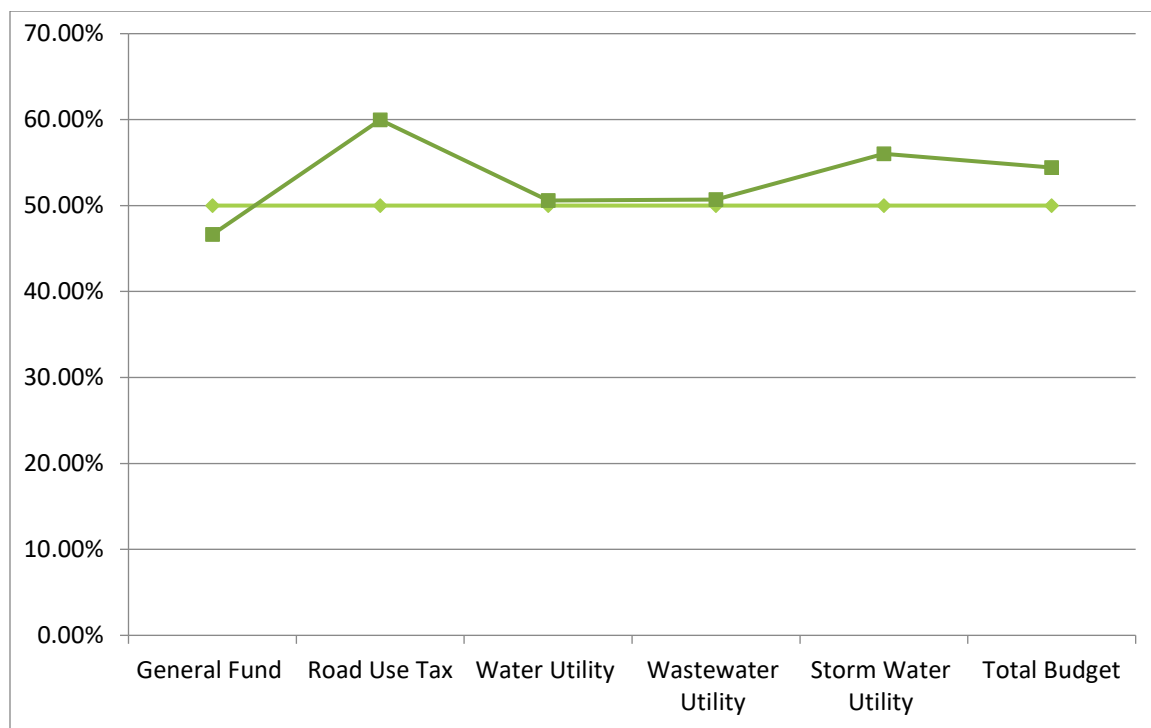
Financial Report

December 2020

City staff are pleased to submit the unaudited monthly financial report for the month of December 2020. At the end of the month, the City was 50% through the budget year. Total revenues received for the month were \$2,532,094. Total expenditures for the month were \$2,667,482. The total cash balance at the end of the month was \$24,143,387.

Revenues

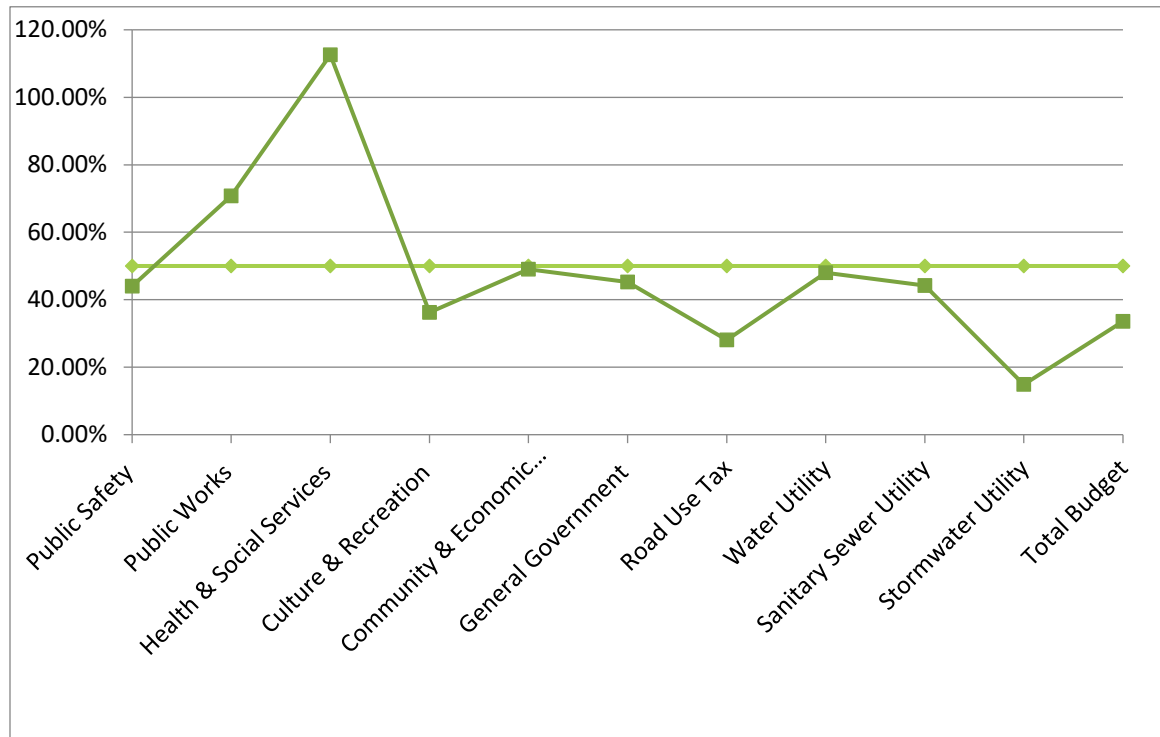
The following chart demonstrates the condition of the City's budgeted revenues as of December 31, 2020:



Overall revenues for the fiscal year to date are \$30,993,988, 54% of the budgeted amount. Road Use Taxes are ahead of the budgeted projection. Bond proceeds were received in July adding to the revenues for the year. CARES funds were received in December.

Expenditures

The following chart demonstrates the condition of the City's budgeted expenditures as of December 31, 2020:



Year to date total expenditures are \$19,354,247 or about 34% of the projected budget amounts.

All expenditures are on track other than Social Services as all grants are made in July. Public Works for trash and recycling expenses expanding faster than projected.

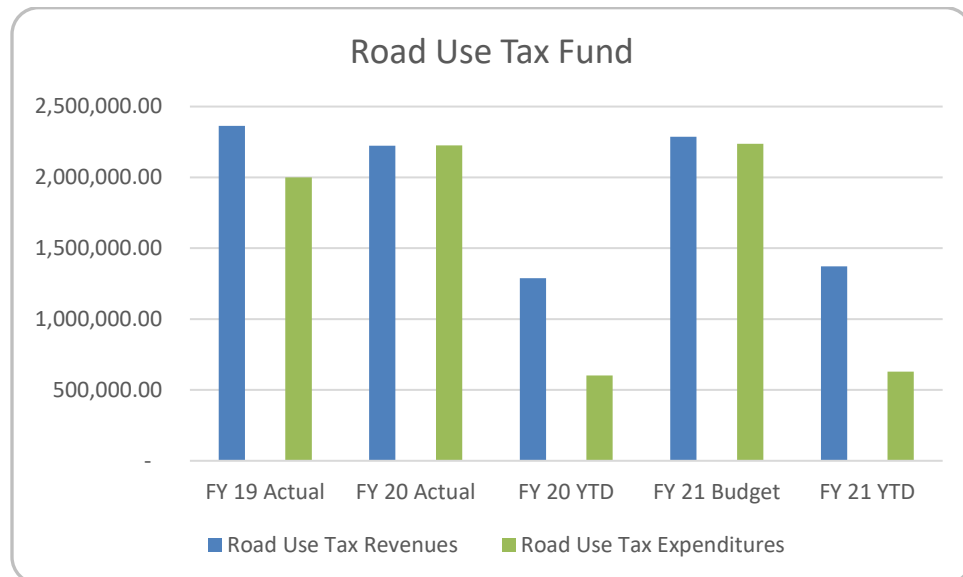
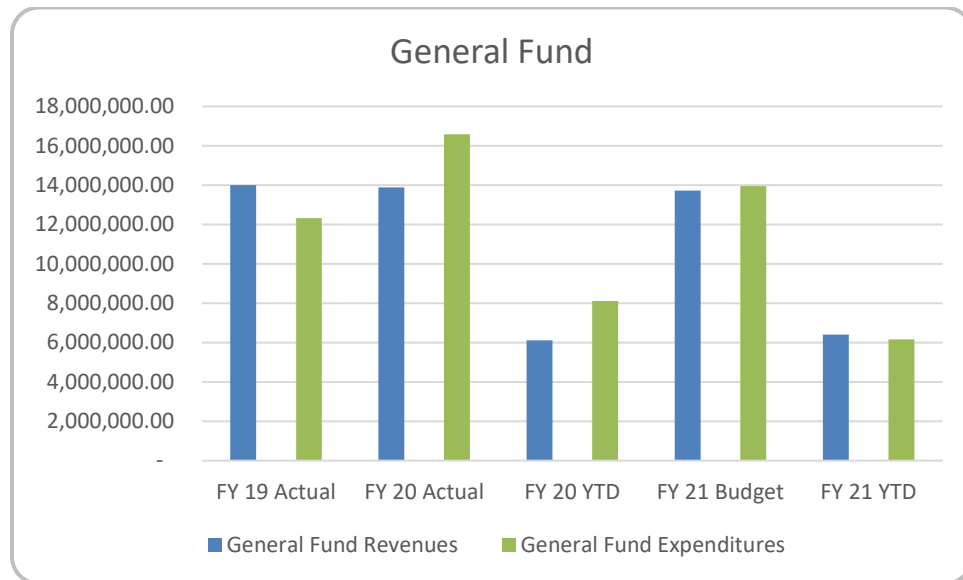
Treasurer's Report

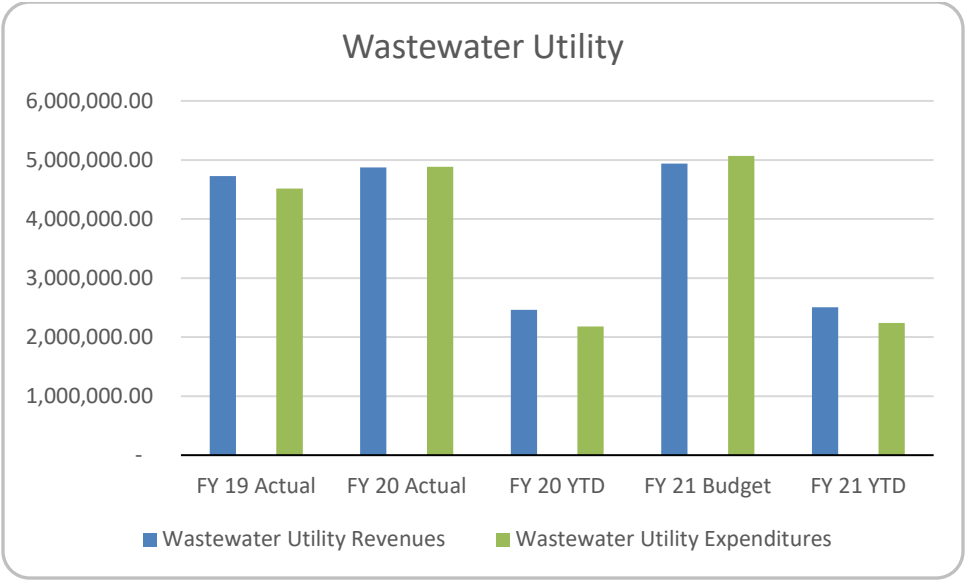
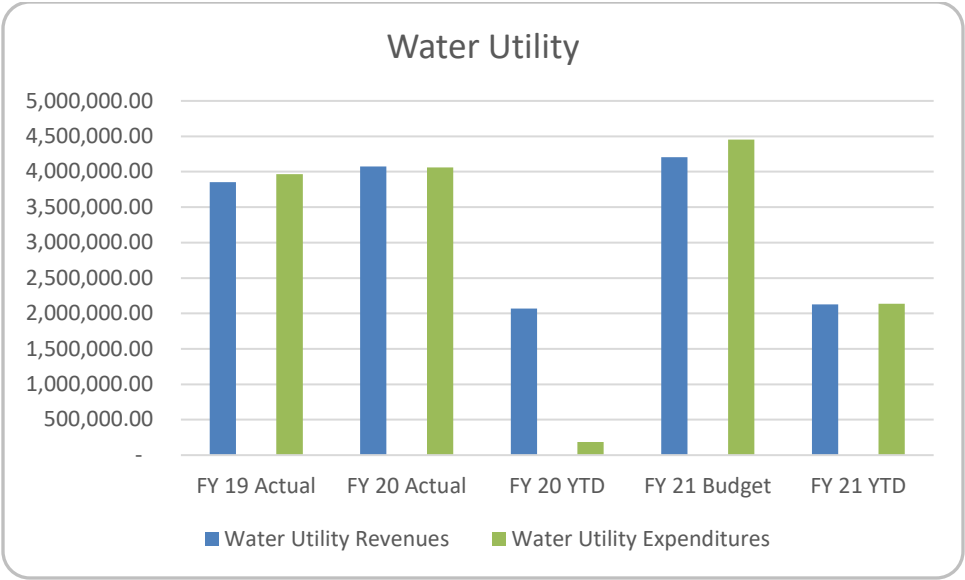
Following is the Treasurer's Report for December. The General Fund Balance is comprised of more than just the 010 General Fund. For accounting purposes of the budget and reporting, other funds such as Hotel/Motel Tax, Library Capital, Fire Capital and others are incorporated into the General total. The General Fund for operating expenses has a fund balance of \$ 5,860,500. 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 funds obligated for future specific types of expenditures.

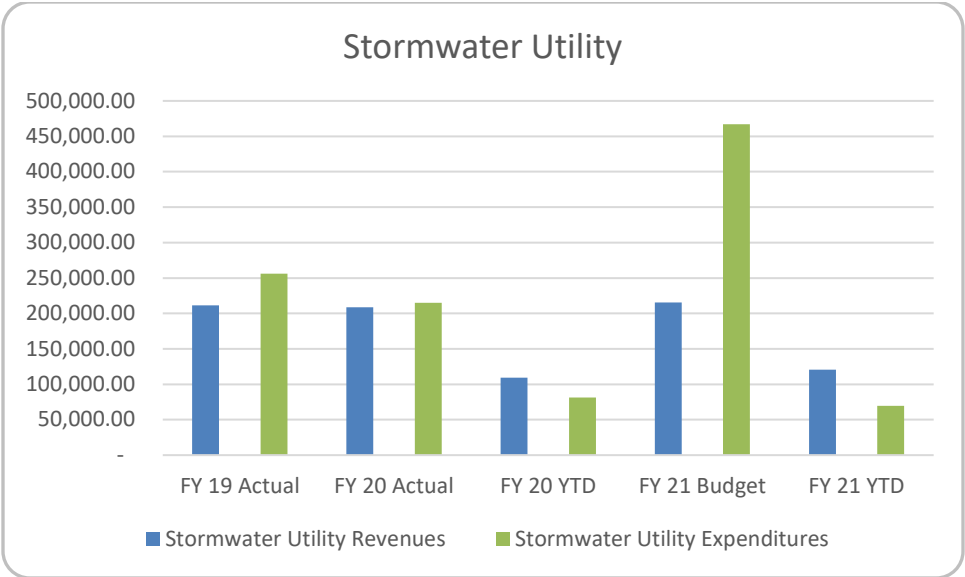
CITY OF NORTH LIBERTY TREASURER'S REPORT December 2020				
FUNDS	BALANCE FORWARD 12/1/2020	REVENUE	EXPENSE	BALANCE ENDING 12/31/2020
GENERAL	9,049,562.75	956,420.07	1,055,923.70	8,950,059.12
SPECIAL REVENUE	8,099,937.35	404,682.51	98,395.16	8,406,224.70
DEBT SERVICE	1,326,907.02	22,416.26	0.00	1,349,323.28
CAPITAL PROJECTS	-5,692,952.78	58.62	394,676.61	-6,087,570.77
WATER ENTERPRISE	4,535,016.59	528,026.58	534,765.91	4,528,277.26
WASTEWATER ENTERPRISE	6,705,625.29	638,818.82	575,602.79	6,768,841.32
STORM WATER ENTERPRISE	219,092.40	17,956.14	8,816.70	228,231.84
TOTAL	24,243,188.62	2,568,379.00	2,668,180.87	24,143,386.75

Summary Charts

Following are comparison charts of revenues and expenditures for the past two fiscal years, this fiscal year's budget and this fiscal year to date.







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