



CITY OF GLENDALE
5909 North Milwaukee River Parkway
Glendale, WI 53209

This meeting is in person, but will broadcast over Zoom.

Join Zoom Meeting

<https://zoom.us/j/97599686909>

Meeting ID: 975 9968 6909

+1 312 626 6799 US (Chicago)

AGENDA-COMMON COUNCIL MEETING

Monday, July 28, 2025
6:00 PM

1. Roll Call and Pledge of Allegiance

2. Public Comment

Glendale residents, business owners, and property owners are invited to speak to the Council on items that are not on tonight's agenda but are within the City's ability to regulate or control.

3. Consent Agenda

- a. Approval: June Monthly Reports
- b. Pay Application 2: 2025 Alley Reconstruction Project
- c. Adoption of the Minutes: July 14th, 2025 Common Council Meeting

4. Public Hearing

- a. Review and Possible Action: *Ordinance:* Amending 13.1.20 (b) of the Zoning Code to allow "General Business Offices with Common Accessory Uses (light manufacturing) not exceeding 60 percent of the gross floor area of the primary structure" as a permitted use in the B-1 "C-1" Zoning District, to allow "Physical Activity Studio" as a Permitted Use B-5 Zoning Districts and Amending 13.1.200, "Definitions" to add "Physical Activity Studio".

5. New Business

The public may speak to the Council prior to the beginning of deliberations on these items, provided they have notified their respective Alderperson or the Mayor in advance of this meeting.

- a. Review and Possible Action: Authorize the City Attorney to take any and all steps, including initiating a nuisance action in Circuit Court under Common Law, Chapter 823 of the Wisconsin Statutes, or Chapter 11.6 of the City Code, to abate the conditions on, and improper use at, the residential property located at 1005 W. Riverview Drive
- b. Review and Possible Action: *Authorization to Execute Agreement* - Aqualis for the 2025 Sanitary CCTV & Cleaning Project, not to Exceed \$234,731.10.
- c. Review and Possible Action: *Authorization to Execute* - Professional Services Agreement for Schematic Design Services for the City's Police Facility with FGM Architects, Inc., not to exceed \$115,500.

6. Commission, Committee, Board, and Staff Reports

This is an Opportunity for Council Members to Report on their Respective Committees, Commissions, Boards of which they serve as a Member and for Staff and Administrator updates.

7. Closed Session

The Common Council will convene in Closed Session per Wis. Stat. § 19.85(1)(c) to consider the employment, and performance evaluation of public employees over which the Council has jurisdiction or exercises responsibility (City Clerk).

8. Return to Open Session

9. Adjournment

The Common Council of Glendale currently holds meetings in person at City Hall, or an alternative physical location as allowed by the City Ordinance. As a courtesy to residents, Council meetings will also be made available live on Zoom virtual platform for viewing and possible participation. However, the City cannot guarantee the technology supporting the virtual viewing option will operate perfectly and continuously. The only way to guarantee the ability to offer public comment, or view the meeting uninterrupted, is to appear in person. If the Zoom platform fails, the meeting will continue as scheduled.

READ THE

NORTH SHORE HEALTH DEPARTMENT

MONTHLY REPORT

JUNE 2025

THIS REPORT HIGHLIGHTS THE WORK DONE IN EACH OF OUR FOUR PRIORITY AREAS OVER THE PAST MONTH, AS WELL AS OTHER IMPORTANT WORK AND ACTIVITIES DONE BY OUR DEPARTMENT.

OUR 4 PRIORITY AREAS



MENTAL & EMOTIONAL WELLBEING
for a Healthy North Shore



SUBSTANCE-FREE LIVING for a Healthy North Shore



INJURY PREVENTION
ACROSS THE LIFESPAN
for a Healthy North Shore



PHYSICAL ACTIVITY and NUTRITION
for a Healthy North Shore

The goal of these monthly reports is to showcase the work being done at the North Shore Health Department and to increase transparency with community leaders, partners, elected officials, and the public.



Serving the communities of Bayside, Brown Deer, Fox Point, Glendale, River Hills, Shorewood, and Whitefish Bay in Wisconsin

NORTH SHORE HEALTH DEPARTMENT

Monthly Report



MONTHLY REPORT — JUNE 2025

NSHD Priority Areas

The goal of these monthly reports is to showcase the work being done at the North Shore Health Department and to increase transparency with community leaders, partners, elected officials, and the public.



We align our work with our department's four priority areas that were established in the last Community Health Improvement Plan (CHIP) published in 2020. The monthly report highlights the work done in each of our four priority areas over the past month, as well as other important work and activities done by our department. We completed our 2022-26 Community Health Assessment (CHA) which will lead into the development of a new CHIP with updated priority areas.

June Highlights

- NSHD hosted our first ever Kid's Safety Event, which went alongside our first Car Seat Safety Event as well. We had over 85 people attend and 10 community partners participate to share ways to keep kids safe, specifically during the summer months. The event was a huge success and we received a great amount of positive feedback from the community. We hope to host this event again next year!
- We gained another summer intern, who is a part of MCW's Public Health Program. Our two interns each have summer projects that we will support them on but will also be supportive of a few of our projects as well.
- Summer events began, which include farmers markets, outdoor community concerts, bike rodeos, swim safety, and more. Our team generally attends an average of one community event per week and tries to attend events in each of our jurisdictions.

Updates from the Health Officer

Attended Emergency Management (EM) quarterly meeting, as well as North Shore EM meeting.

Attended a measles TTX with the City of Milwaukee Health Department with our PHEP Coordinator.

Attended the South East Wisconsin Association of Local Health Departments and Boards (WALHDAB) Meeting.

Worked with the team at NSHD's Kid's Safety Event.



Monthly Report

MONTHLY REPORT — JUNE 2025

1

MENTAL HEALTH

Our MCH team partnered with the North Shore Wellness Collective to host a Navigating Parenthood series at Klode Park. There were over 30 caregivers/parents that attended with their kiddos and it was a great way to engage with the community.

3 Social Media Posts about mental health

Began collaboration planning with the North Shore Wellness Collective for a breastfeeding support group. This group will focus not only on breastfeeding, but also postpartum support and mental and physical health.

Planned another Mental Health workgroup meeting for our CHIP.

2

SUBSTANCE USE

129 Boxes (258 doses) of Narcan throughout the North Shore

Of the 129 boxes of Narcan distributed this month, 6 were through our harm reduction vending machine.

Worked on planning for International Overdose Awareness Day, which is on August 31.

Attended OD-PHAST and RISE Drug Free MKE, as well as met with LHD OFRs.

58 People trained in overdose response using Narcan

3

INJURY PREVENTION

We hosted our first ever Kid's Safety Event, which occurred alongside our first Car Seat Safety Event. During the event, 45 bike helmets were fitted and given to families and 13 car seats were given to and installed for families. Additionally, we distributed 6 safe sleep surveys and 7 sleep sacks to families.

4 Car seat fittings with education provided to parents/caregivers

Our entire department attended a training on helmet fitting and half of the department updated their CPR certification with a BLS CPR course and skills assessment done by NSFR.

4

PHYSICAL ACTIVITY & NUTRITION

Provided one home visit, where lactation support and education was given.

10 Social media posts on nutrition and healthy living

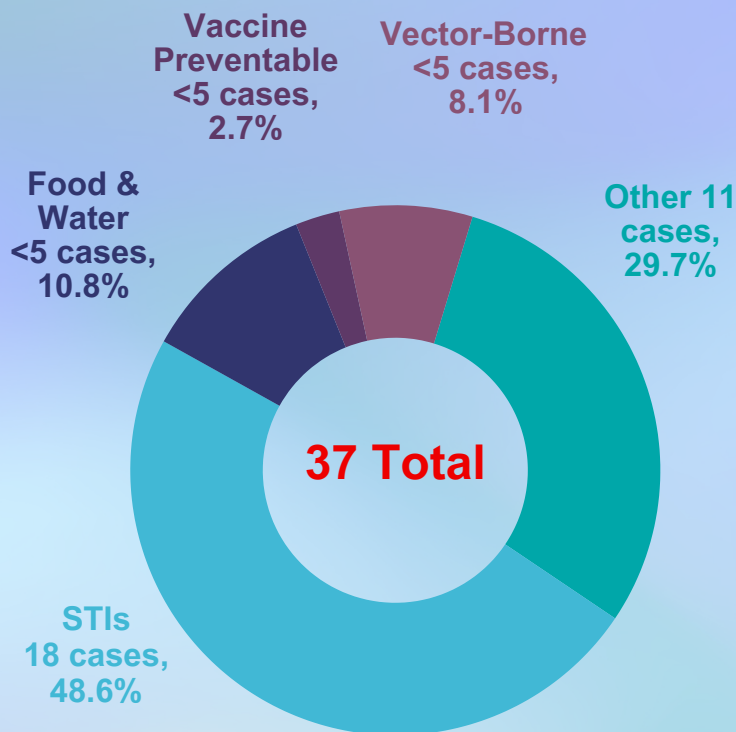
Promoted bike riding and safety at our kids safety event, which included a bike rodeo with Glendale PD, as well as Shorewood's bike rodeo.

Our PHN and Health Officer conducted a lead home visit, which included an interview with parent/guardian to determine source of lead, and offer of education/reassurance.



Communicable Diseases

Probable + Confirmed Cases



15

Vaccines provided by
PHNs

Case Management & Environmental Health

CASE MANAGEMENT UPDATES

5	Fall-specific calls dispatched, all of which were contacted
10	Referrals received and followed up on
13	Home visits
0	EMS consultations/trainings
0	Responses to overdoses
6	Community agency site visits

NORTH SHORE ENVIRONMENTAL HEALTH CONSORTIUM

26

Inspections

3

New
Licenses

5

Animal Bite
Follow-Ups

Workforce Development

- Our PH Strategist presented about alternatives to harm reduction vending machines at the Harm Reduction MKE quarterly summit.
- Two of our MCH specialists are currently enrolled in a Certified Lactation Counselor Course, which will allow them to provide lactation services to the community and continue with home visits and lactation support after our current provider moves out of the state. They will also be partnering with the North Shore Wellness Collective to provide regular lactation classes and support groups!
- One of our PHNs completed her Region V Public Health Leadership Institute, which was a 6 month long program!



CITY OF GLENDALE
POLICE DEPARTMENT

5909 North Milwaukee River Parkway
Glendale, Wisconsin 53209-3815
(414) 228-1753
Fax (414) 228-1707
Email: police@glendale-wi.org

July 22nd, 2025

Mayor and Common Council
City of Glendale
5909 N. Milwaukee River Pkwy.
Glendale, Wisconsin 53209

Dear Mayor and Common Council,

Attached is the Glendale Police Department monthly report for June 2025. This report tabulates the total number of calls handled and provides an overview of our monthly activity.

Officers responded to a total of 1314 calls for service in this period. There were 8 Crime Against Persons reported, 77 Crimes Against Property investigated, 47 Crimes Against Society and 10 Flock Alerts.

Should you have any questions regarding this report, or additional suggestions, please don't hesitate to call on me.

Sincerely,

Rhett Fugman
Chief of Police



Monthly Activity Overview Report

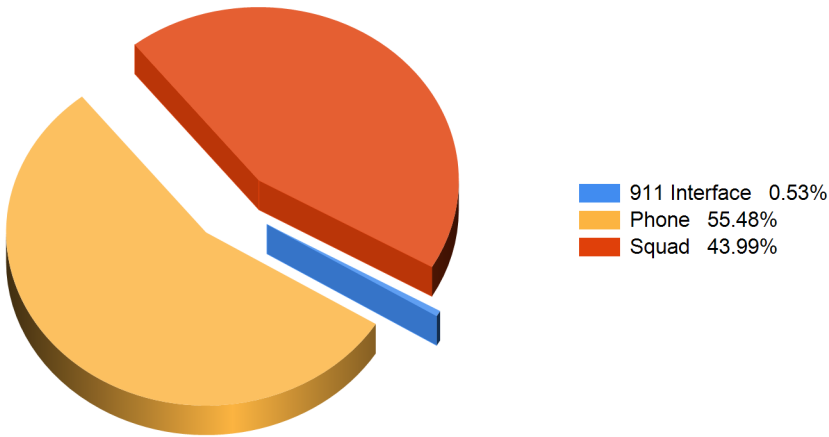
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For Reporting Period: 06/01/2025 - 06/30/2025

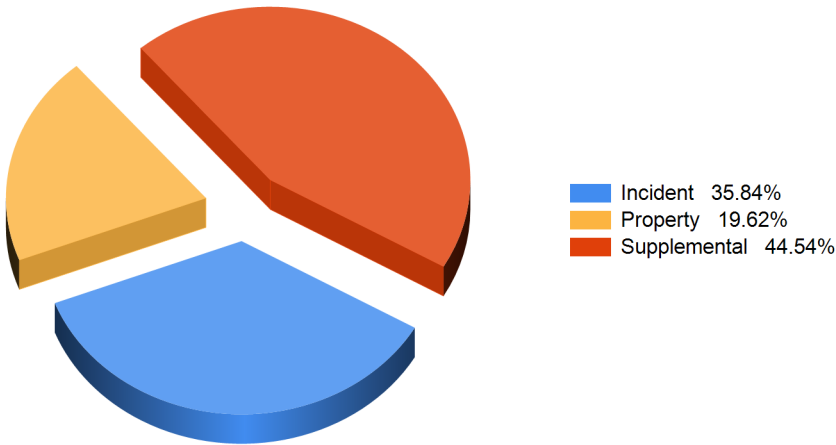
Patrol Area: NULL,DE,FN,FS,G1,G2,G3,G4,G5,RN,RS,SW,WN,WW

NOTE: This report cannot be run based on individual officer - it is based on unique Incident. This report is for specific overview purposes & counts. For individual Officer activities, please refer to Officer Activity Count reports.

Calls



Reports



Reports are selected based upon Dttm report is written and selected if Dttm falls within date range above-specified.

		Total	0001 0800 Hours	0800 1600 Hours	1601 2400 Hours
Total		1,314	309	499	506
Calls	911 Interface	7	2	4	1
	Phone	729	97	313	319
	Squad	578	210	182	186

		Total	0001 0800 Hours	0800 1600 Hours	1601 2400 Hours
Total		678	127	315	236
Reports	Incident	243	61	89	93
	Property	133	30	38	65
	Supplemental	302	36	188	78



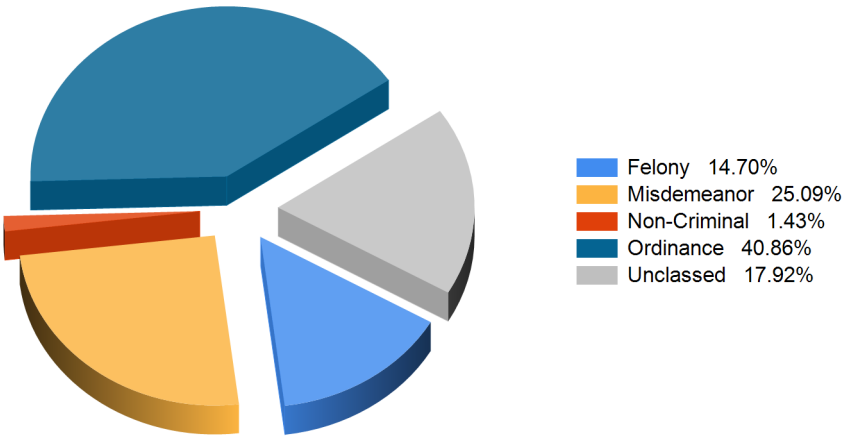
Monthly Activity Overview Report

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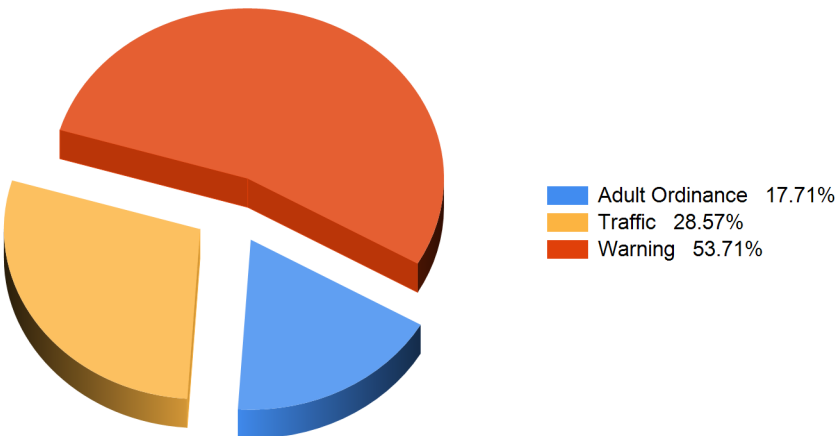
Arrests



Arrests are selected based upon the charge type. Therefore if an arrest was made wherein three charges with different types are noted, the arrest will count under Each charge type.

		Total	0001 0800 Hours	0800 1600 Hours	1601 2400 Hours
Total		279	85	61	133
Arrests	Felony	41	12	12	17
	Misdemeanor	70	31	15	24
	Non-Criminal	4	4	0	0
	Ordinance	114	21	20	73
	Unclassed	50	17	14	19

Citations



Citations are counted by Citation Type alone.

		Total	0001 0800 Hours	0800 1600 Hours	1601 2400 Hours
Total		482	173	124	185
Citations	Adult Ordinance	93	18	24	51
	Traffic	150	74	33	43
	Warning	239	81	67	91



Monthly Activity Overview Report

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For Reporting Period: 06/01/2025 - 06/30/2025

Patrol Area: NULL,DE,FN,FS,G1,G2,G3,G4,G5,RN,RS,SW,WN,WW

Field Interview Stops

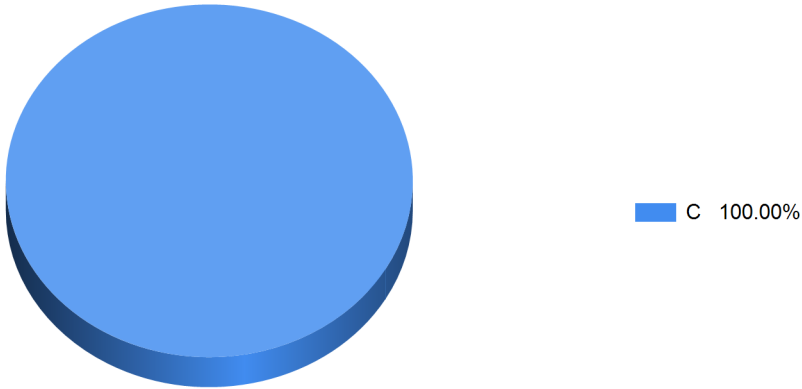
No Data Available



Field Interview Stops are counted by reason for stop.

	Total
Total	0

Crash



Crashes are counted by Crash type alone.

		Total	0001 0800 Hours	0800 1600 Hours	1601 2400 Hours
Total		34	3	21	10
crash	C	34	3	21	10



CFS Tally by Hours

Printed On: 07/22/25 10:48

Reporting Period: 06/01/2025 - 06/30/2025

Hourly Breakdown

City of Glendale

	Total	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Total	1,314	84	67	48	36	4	20	22	28	52	55	60	74	67	60	66	65
911 - 911 Hang up/error	84		1	1	1			1	1	2	5	9	3	6	3	4	8
AC - Animal Complaints	29			1				2	2	2	1	1	2	2	3		4
ACPD - Accident - PDO	42						1	2	1		2	3	1	4	4	5	4
AOA - Assist Other Agency	22	3	3	1	1							1	3				2
ASBT - Assault/Battery	1																
AV - Abandoned Vehicle	10						1			2		2	2				
BA - Burglar Alarm	28	3	1	1		1	4	1	2	2	1	2					1
BIKE - Bike Patrol	1									1							
CDTP - Property Damage	6				1									2		2	
CFR107 - SUAS Utilization - GLPD only	2																
CHAP - Chapter 51 Commitment	1																
CHECK - Vacation/Business Checks	31	6	5	3	1					1	1						
CODE - Code Violations	4												3			1	
DC - Disorderly Conduct	47	3		1			1	1	2	1		3	6	5	2	2	2
DEATH - Death Investigation	1																
DIST - Disturbance	1											1					
DISV - Disabled Vehicle	19	1	3	1	1						1		2	1	1		2
DRIVE - Driving Complaint	24	1		1						1	1		1	3		2	3
DRUG - Controlled Substance	7	1								1		1	1		1		
DV - Domestic Violence	8	1			1							1	2				1
ESC - Escort	2												1	1			
EV - Entry to Vehicle	5									1	1					1	
EXPO - Indecent Exposure	1															1	
FDCALL - Fire Call - PD	8			1				1	1		1			2			



CFS Tally by Hours

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Hourly Breakdown

	16	17	18	19	20	21	22	23
Total	95	97	51	49	46	56	65	47
911 - 911 Hang up/error	6	6	4	8	3	3	4	5
AC - Animal Complaints	2	4	1	1				1
ACPD - Accident - PDO	8	4	1	2				
AOA - Assist Other Agency	2	1	1		2		1	1
ASBT - Assault/Battery	1							
AV - Abandoned Vehicle		2	1					
BA - Burglar Alarm		1	1	1	1		3	2
BIKE - Bike Patrol								
CDTP - Property Damage					1			
CFR107 - SUAS Utilization - GLPD only		1				1		
CHAP - Chapter 51 Commitment				1				
CHECK - Vacation/Business Checks	10	3		1				
CODE - Code Violations								
DC - Disorderly Conduct	2	5	2		4		1	4
DEATH - Death Investigation		1						
DIST - Disturbance								
DISV - Disabled Vehicle	1	2	1		1			1
DRIVE - Driving Complaint		4		1		2	3	1
DRUG - Controlled Substance		1					1	
DV - Domestic Violence					1	1		
ESC - Escort								
EV - Entry to Vehicle		1				1		
EXPO - Indecent Exposure								
FDCALL - Fire Call - PD	1	1						



CFS Tally by Hours

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Reporting Period: 06/01/2025 - 06/30/2025

Hourly Breakdown

	Total	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
FI - Subject Stop for FI	13	1	3	3	1	1	1			1							
Fight - Fight	3																
FLOCK - Flock Camera Safety System	10		1									1	1	1			
FPROP - Found Property	12										1		1	2	1		
FRAUD - Fraud	6									1				1	1		1
FT - Family Trouble	9								1	2					2		1
FW - Fireworks	1																
HALM - Hold Up Alarm	1								1								
HAZ - Road Hazard - PD	18	1			2		1			1	1	1	1	2	1	1	1
HR - Hit and Run	12									3			1		1	2	1
JUV - Juvenile Complaint	18														1	1	
LOCK - Lock Out	2		1														
LOCKOUT - Auto Lockout	17									1		3	1	1	1	2	3
LPROP - Lost Property	1																
MISSING - Missing	5				1										1		
MVT - Motor Vehicle Theft	8		1												3		
NOISE - Noise Complaint	14	1						1		1						1	1
NT - Neighbor Trouble	4												1				1
OPEN - Open Door	4				1											1	
OWI - Operating While Intoxicated	1		1														
PARK - Parking Complaint	18	1					1		1		1	2		3		1	1
PROP - Property Damage-Unintentional	1																
REPO - Repossess A Vehicle	12	1	2	1							1		1	1		1	
RFP - Request for Police	62	3	1	1		1		2		3	8	5	3	3	4	2	8
RORD - Restraining Order	1																
RTHFT - Retail Theft	48									1	2	1	2	2	4	5	4



CFS Tally by Hours

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Reporting Period: 06/01/2025 - 06/30/2025

Hourly Breakdown

	16	17	18	19	20	21	22	23
FI - Subject Stop for FI	2							
Fight - Fight		1		1	1			
FLOCK - Flock Camera Safety System		1	2			2	1	
FPROP - Found Property	1	1	1	2			2	
FRAUD - Fraud		1			1			
FT - Family Trouble	1						2	
FW - Fireworks						1		
HALM - Hold Up Alarm								
HAZ - Road Hazard - PD	1		1		2			1
HR - Hit and Run		3	1					
JUV - Juvenile Complaint		5		8	3			
LOCK - Lock Out						1		
LOCKOUT - Auto Lockout				1	2	1	1	
LPROP - Lost Property						1		
MISSING - Missing	1		1			1		
MVT - Motor Vehicle Theft				2	1	1		
NOISE - Noise Complaint			2	2	2	1	1	1
NT - Neighbor Trouble		1		1				
OPEN - Open Door		1						1
OWI - Operating While Intoxicated								
PARK - Parking Complaint	3	3					1	
PROP - Property Damage-Unintentional				1				
REPO - Repossess A Vehicle					2		2	
RFP - Request for Police	2	4	5	2		2	3	
RORD - Restraining Order						1		
RTHFT - Retail Theft	8	5	7	5	1	1		



CFS Tally by Hours

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Reporting Period: 06/01/2025 - 06/30/2025

Hourly Breakdown

	Total	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
SEX - Sex Offense / Assault	3		1														
SHOTS - Shots Fired	4																1
SOLIC - Solicitor Complaint	5										1	1			1		
SPAS - Special Assignment	6												2				1
SUSP - Suspicious Activity	39	3	2	3	3	1			3	1		1	1	2	1	3	3
TELE - Telephone Complaint	2													1			
THEFT - Theft Complaint	18						1		2		1	2	1	1		5	1
TRES - Trespassing	4								2	1							
TS - Traffic Stop	444	50	38	27	21		6	10	8	19	20	17	27	17	20	19	6
UTIL - Utilities	3																
WEAP - Weapons Complaint	3																
WELF - Welfare Check	68	4	3	2	1		3	1	1	3	5	2	4	4	4	4	4
ZRIDESCH - *Ride Schedule-GLPD ONLY*	30																



CFS Tally by Hours

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Hourly Breakdown

	16	17	18	19	20	21	22	23
SEX - Sex Offense / Assault	1							1
SHOTS - Shots Fired					1	2		
SOLIC - Solicitor Complaint		2						
SPAS - Special Assignment	2	1						
SUSP - Suspicious Activity	1		1	3	1	1	1	4
TELE - Telephone Complaint					1			
THEFT - Theft Complaint	2	1	1					
TRES - Trespassing						1		
TS - Traffic Stop	34	25	13	5	10	26	24	2
UTIL - Utilities			1		1	1		
WEAP - Weapons Complaint		1	1		1			
WELF - Welfare Check	3	4	2	1	3	4	2	4
ZRIDESCH - *Ride Schedule-GLPD ONLY*							12	18

**MINUTES OF THE
NORTH SHORE WATER COMMISSION
SPECIAL MEETING OF WEDNESDAY, JULY 3, 2025**

The North Shore Water Commission held a meeting on Thursday, July 3, 2025, using an internet-based conferencing platform called Zoom.

The meeting was called to order at 8:00 A.M. by Mr. Collins.

Present:

Scott Brandmeier, Alternate (Fox Point)
Charlie Imig, Member (Glendale)
Matthew Collins, Chair (Whitefish Bay)
Anna Christopherson, Alternate (Whitefish Bay)

Also Present:

Below are other individuals that attended the meeting.

Eric Kiefer, Plant Manager & Recording Secretary

CLOSED SESSION

At 11:01 A.M. Mr. Imig moved, Mr. Brandmeier seconded, and the Commission unanimously voted to enter into closed session pursuant to sections 19.85 (1)(c) and (e) of Wisconsin Statutes to discuss the recruitment of Interim Manager. The Commission will consider employment, promotion, and compensation of an internal candidate. Additionally, the Commission may negotiate with a contractor to perform selected tasks and responsibilities of the vacating Manager position.

By roll call vote, the Commission reconvened into open session at 9:26 A.M.

INTERIM MANAGER

It was moved by Mr. Brandmeier, seconded by Mr. Imig, and unanimously approved to accept a proposal provided by City Water presented during closed session for an amount not to exceed \$14,080 on a monthly basis; furthermore, the Chair has been authorized to execute a written agreement with City Water after reviewing its terms and conditions.

ON-CALL PAY

It was moved by Mr. Brandmeier, seconded by Mr. Imig to pay Brooks Angell \$78.44 per day for each extra day of on-call duties he is required to perform.

In discussion, Mr. Collins stated that the Employee Handbook has a provision for this additional pay, and therefore, it would be unnecessary to pass this motion. Mr. Brandmeier withdrew his motion.

ADJOURNMENT

It was moved by Mr. Collins, seconded by Mr. Brandmeier, and unanimously carried to adjourn at

9:30 A.M.

Submitted by:

Eric Kiefer, Plant Manager and Recording Secretary

Date

DRAFT



Business Review

Glendale, WI

July 1, 2025

Our Partnership

We currently provide the following services to City of Glendale

- Building, Electrical, Mechanical and Plumbing Inspections
- Permit Technician Services
- Plan Review Services
- Zoning Services

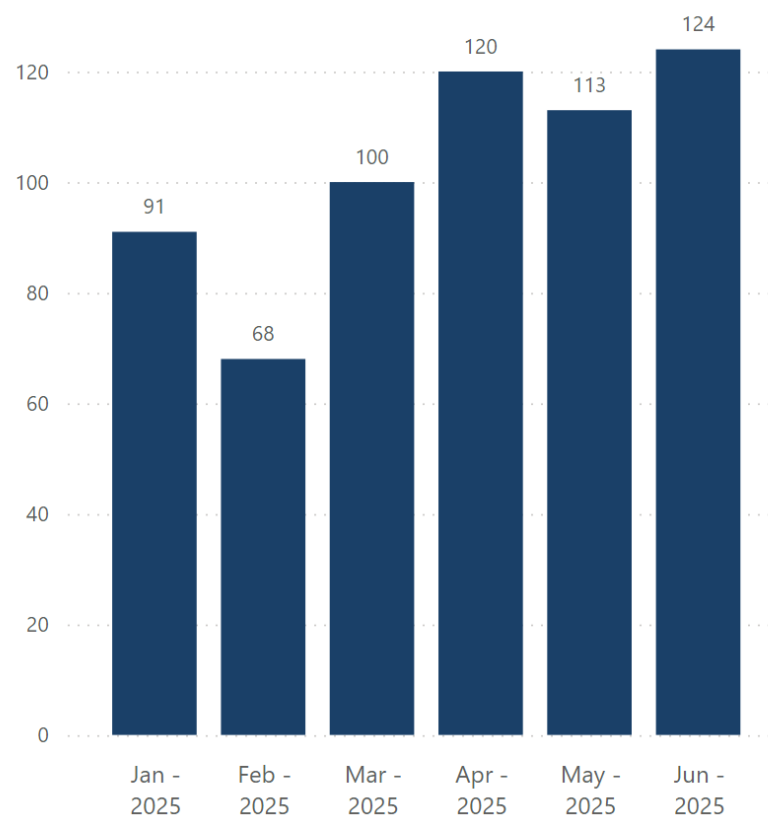


Account Manager	Account Name	Month	Source	Service Category	Book of Business
Alan Greene	Glendale, WI, City of	Multiple selections	All	All	☒ False

Permits Issued

616

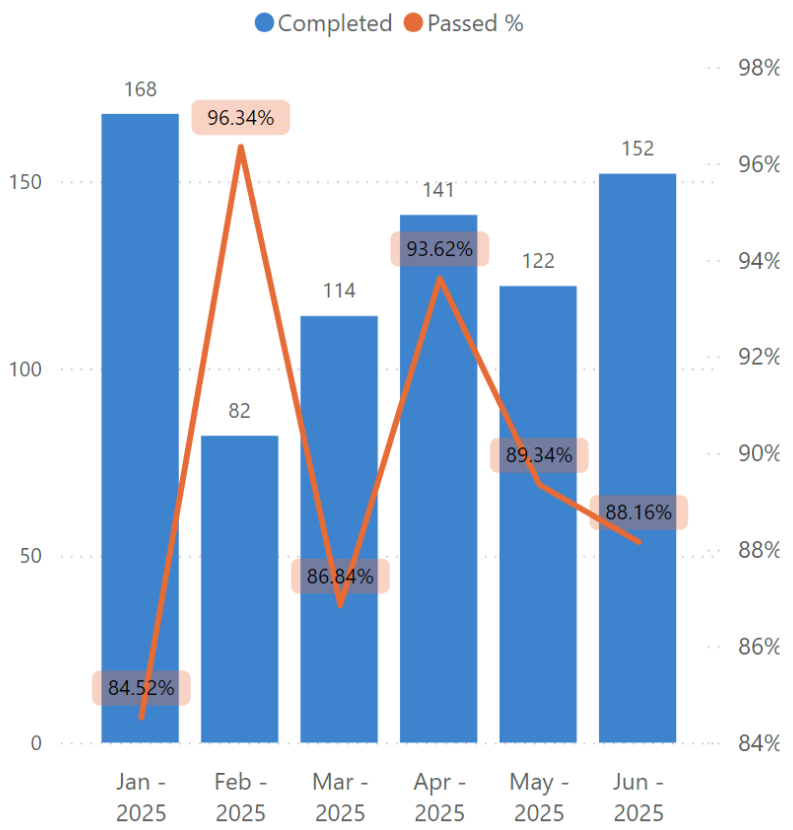
Permits Issued



Inspections Completed

779

Inspections Completed



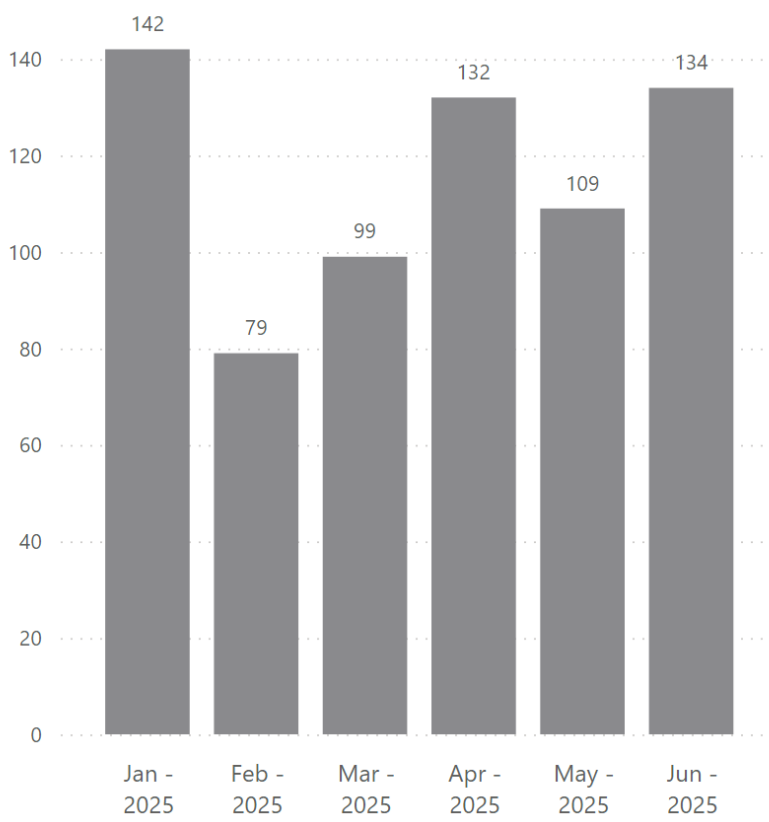
Inspections Passed

695

Inspections Passed %

89.22%

Inspections Passed



Note: Inspections Passed and Inspections Passed % : based on whole inspections passed, excludes partial pass.
Passed % = Whole Passed Inspections / Total Inspections

Summary by Property Type

Account Manager

Account Name

Month

Source

Book of Business

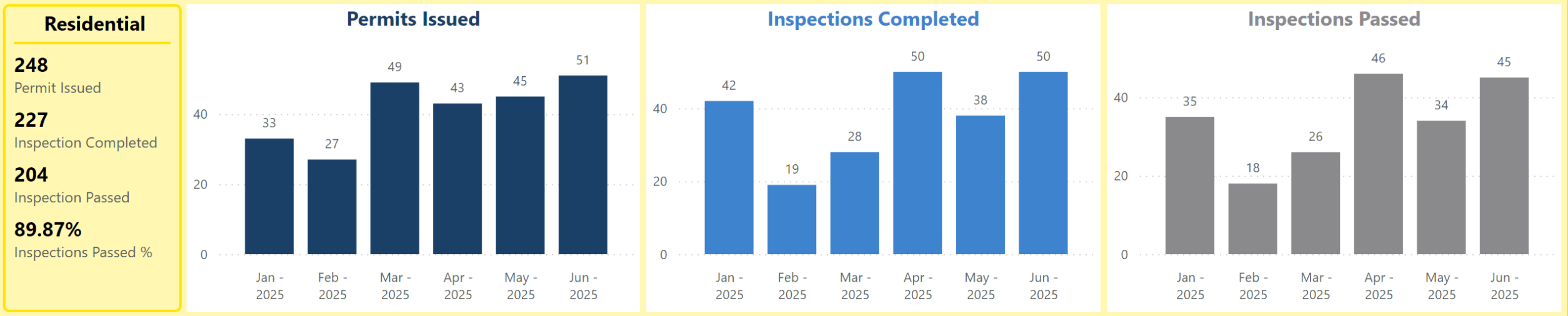
Alan Greene

Glendale, WI, City of

Multiple selections

All

☒ False



Account Manager

Account Name

Month

Source

Book of Business

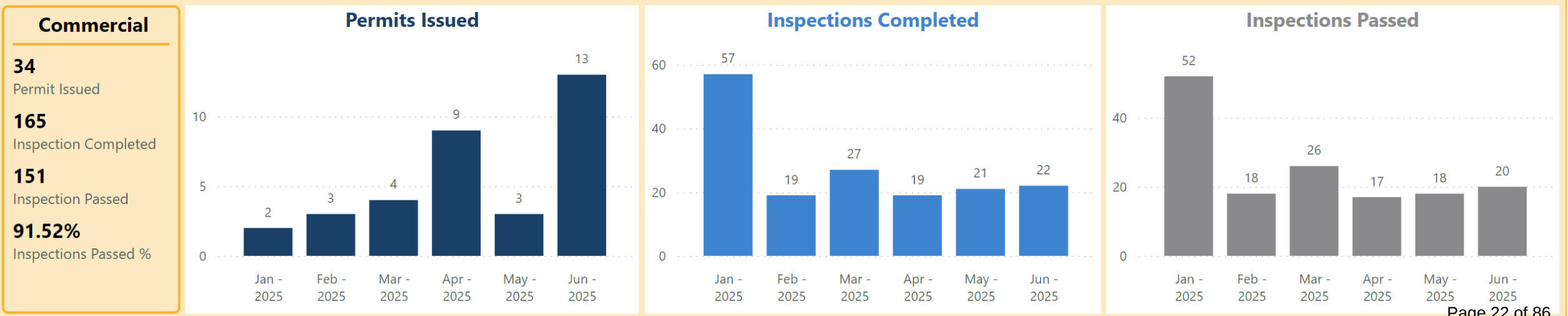
Alan Greene

Glendale, WI, City of

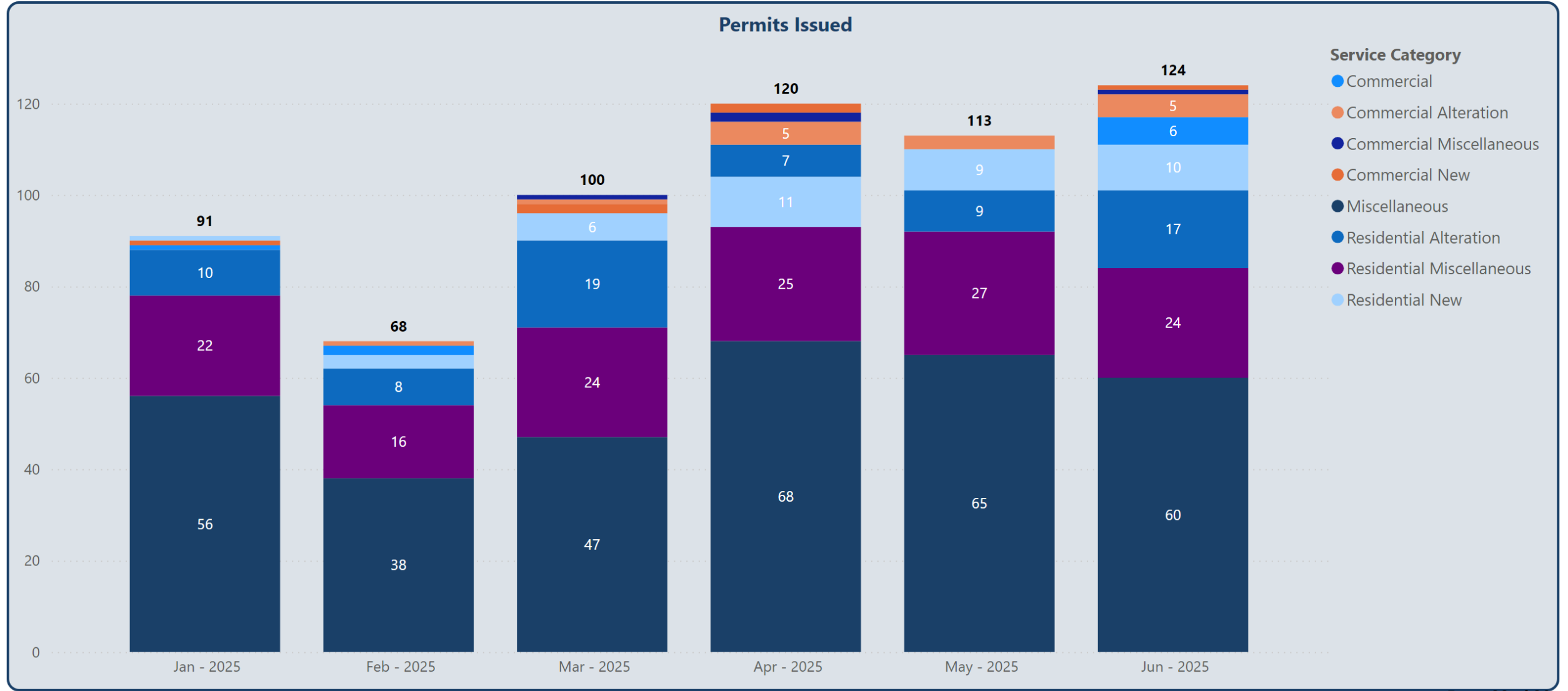
Multiple selections

All

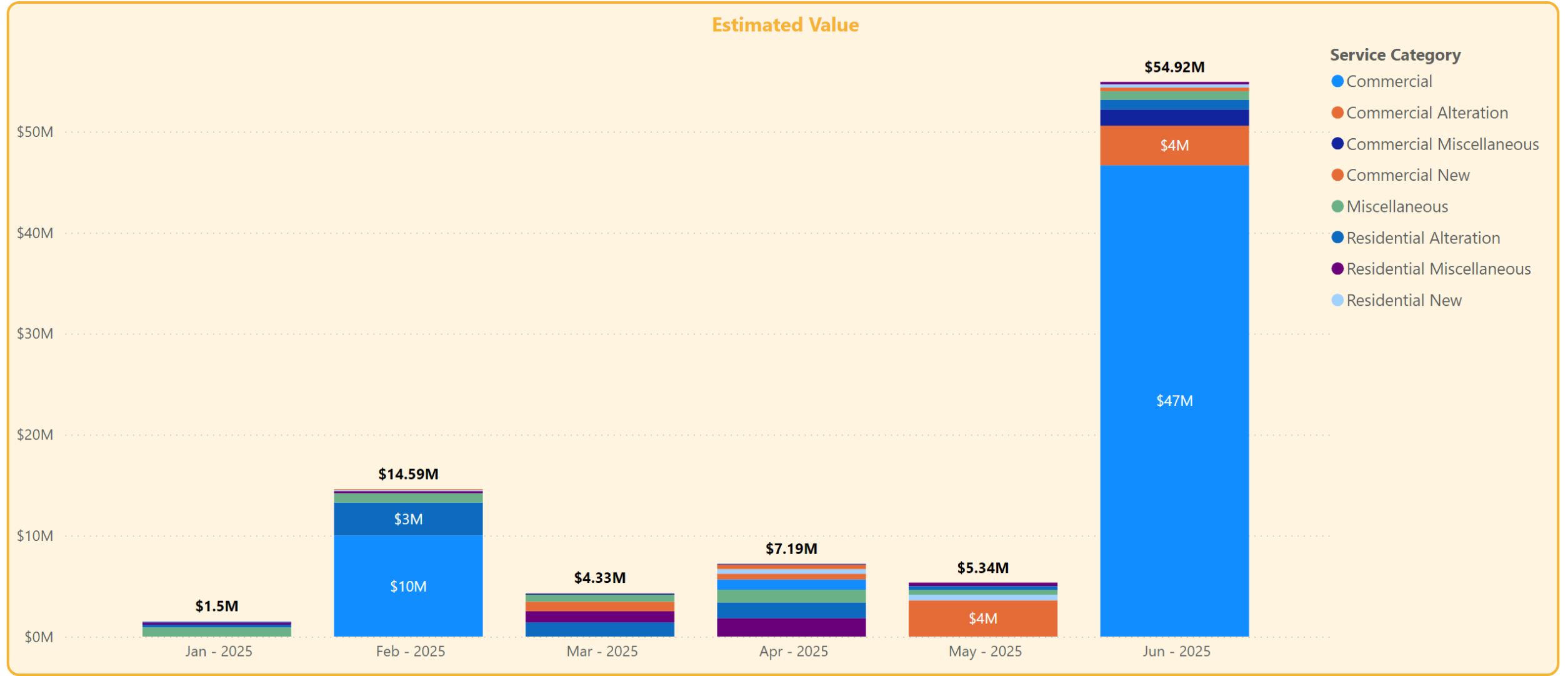
☒ False



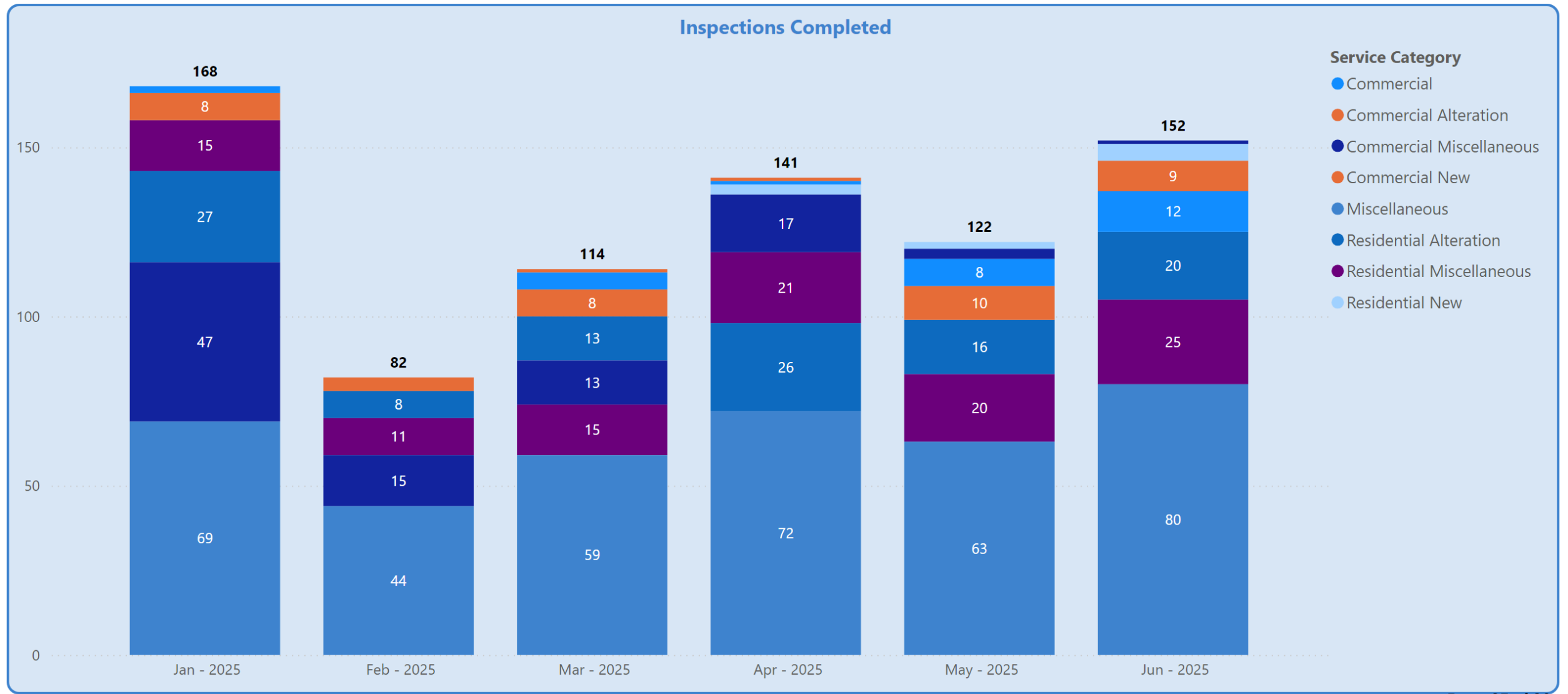
Account Manager	Account Name	Month	Source	Service Category	Book of Business
Alan Greene	Glendale, WI, City of	Multiple selections	All	All	☒ False



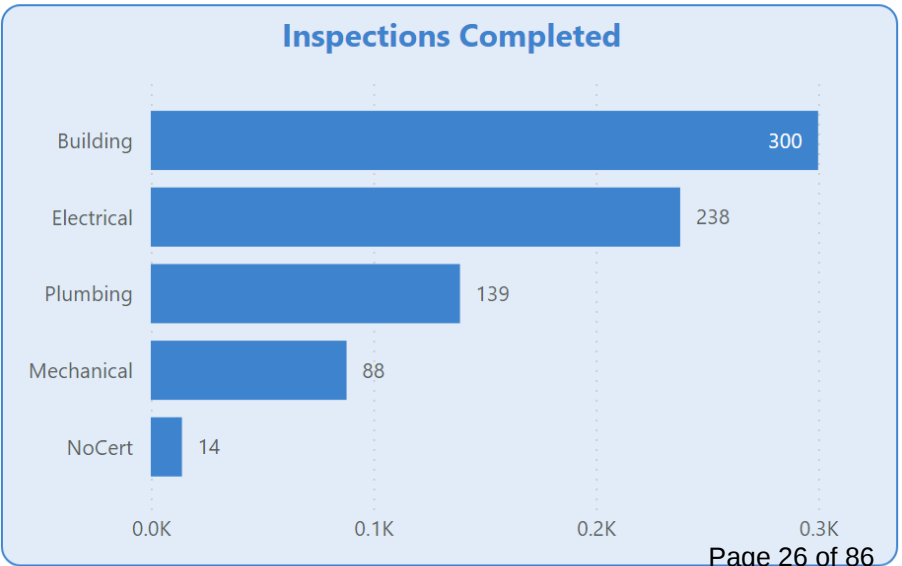
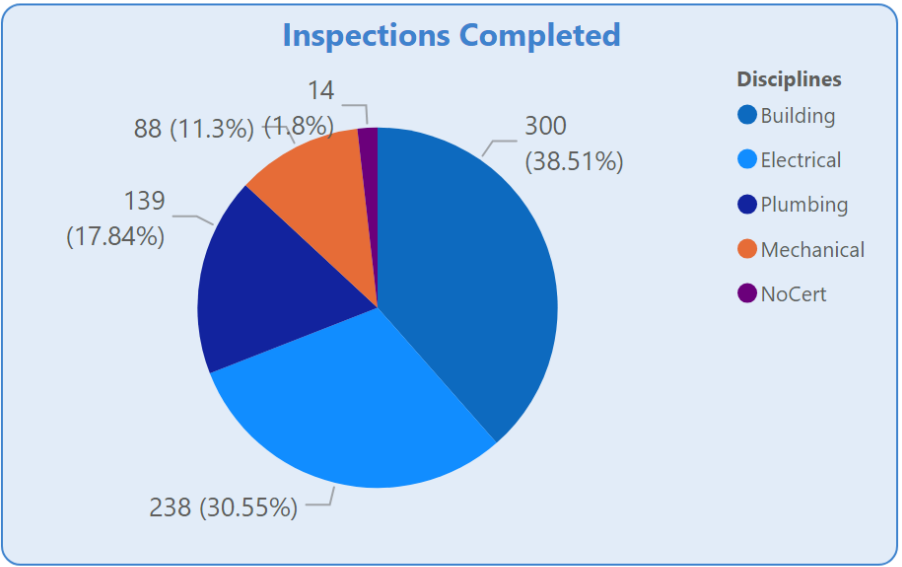
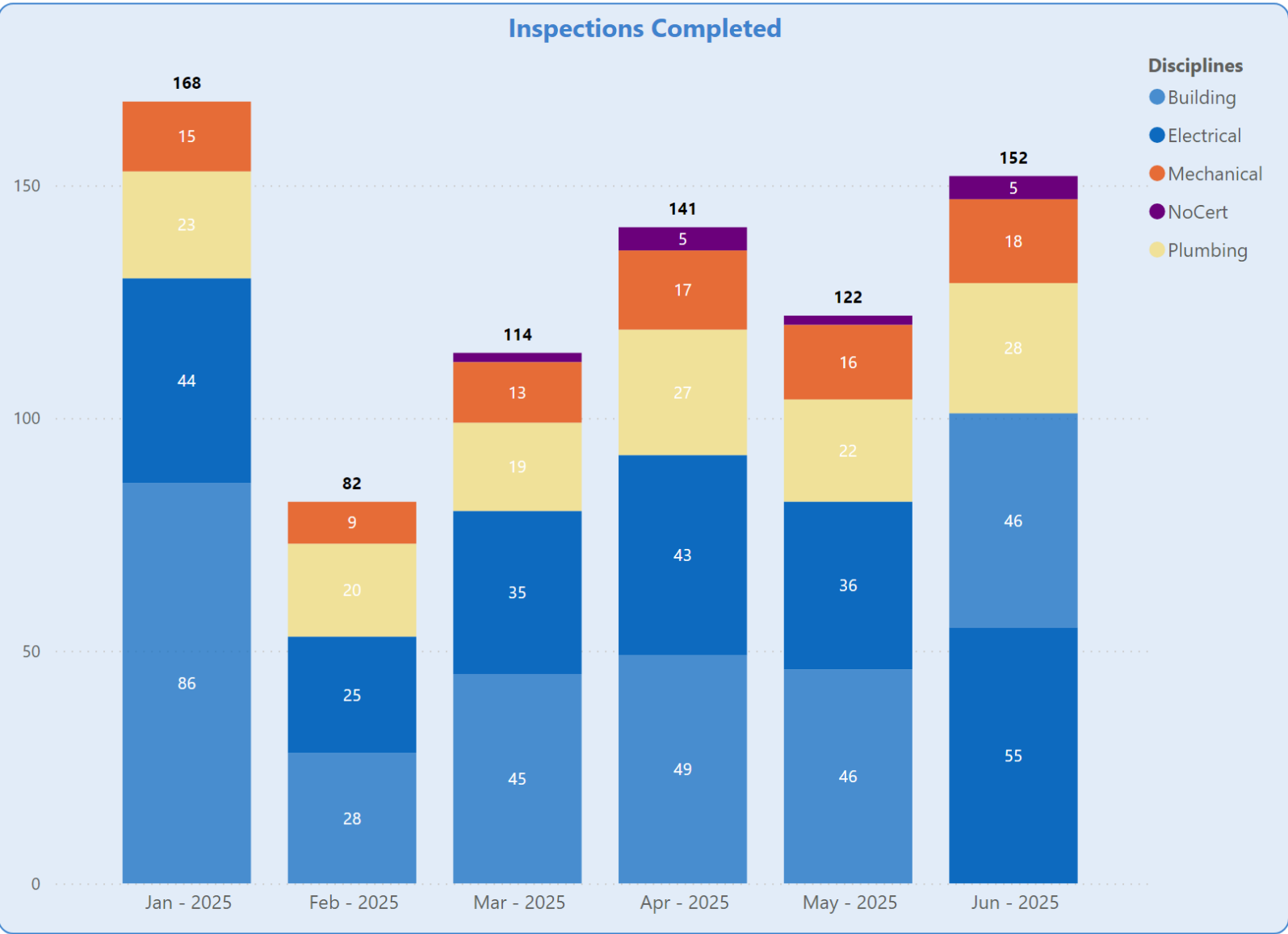
Account Manager	Account Name	Month	Source	Service Category	Book of Business
Alan Greene	Glendale, WI, City of	Multiple selections	All	All	☒ False



Account Manager	Account Name	Month	Source	Service Category	Book of Business
Alan Greene	Glendale, WI, City of	Multiple selections	All	All	☒ False



Account Manager	Account Name	Month	Source	Service Category	Book of Business
Alan Greene	Glendale, WI, City of	Multiple selections	All	All	☒ False



Account Manager

Account Name

Month

Source

Book of Business

Alan Greene

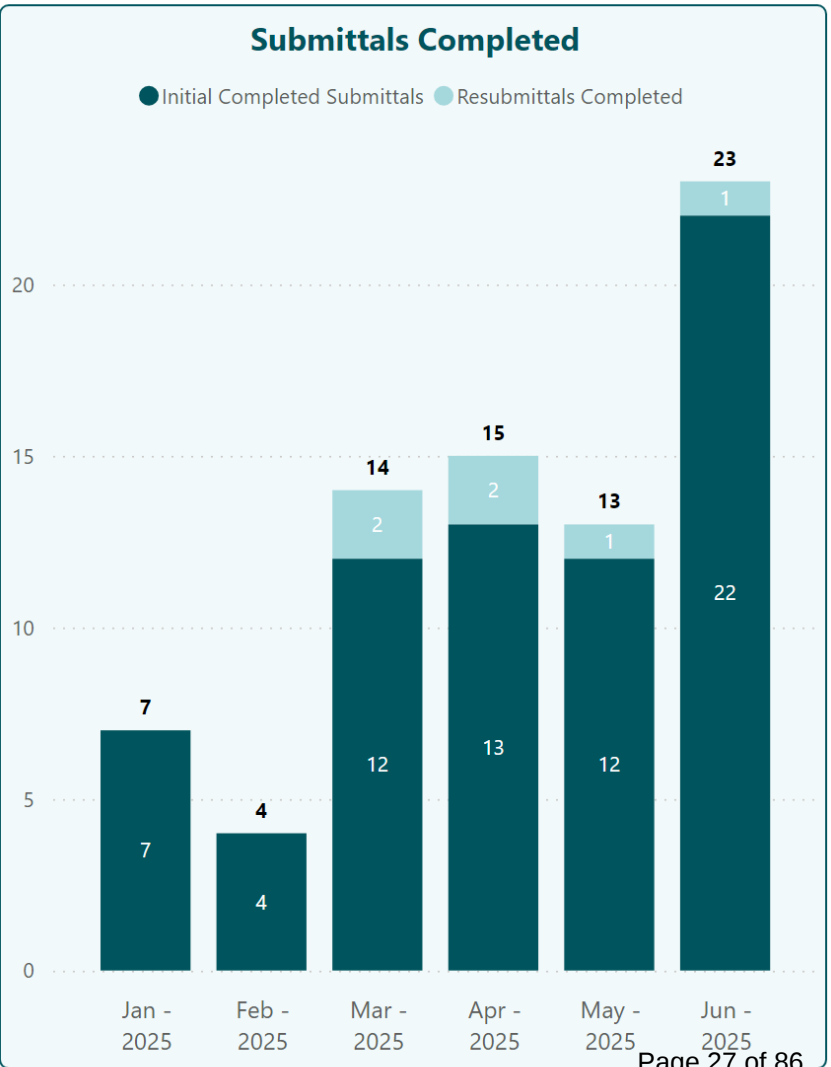
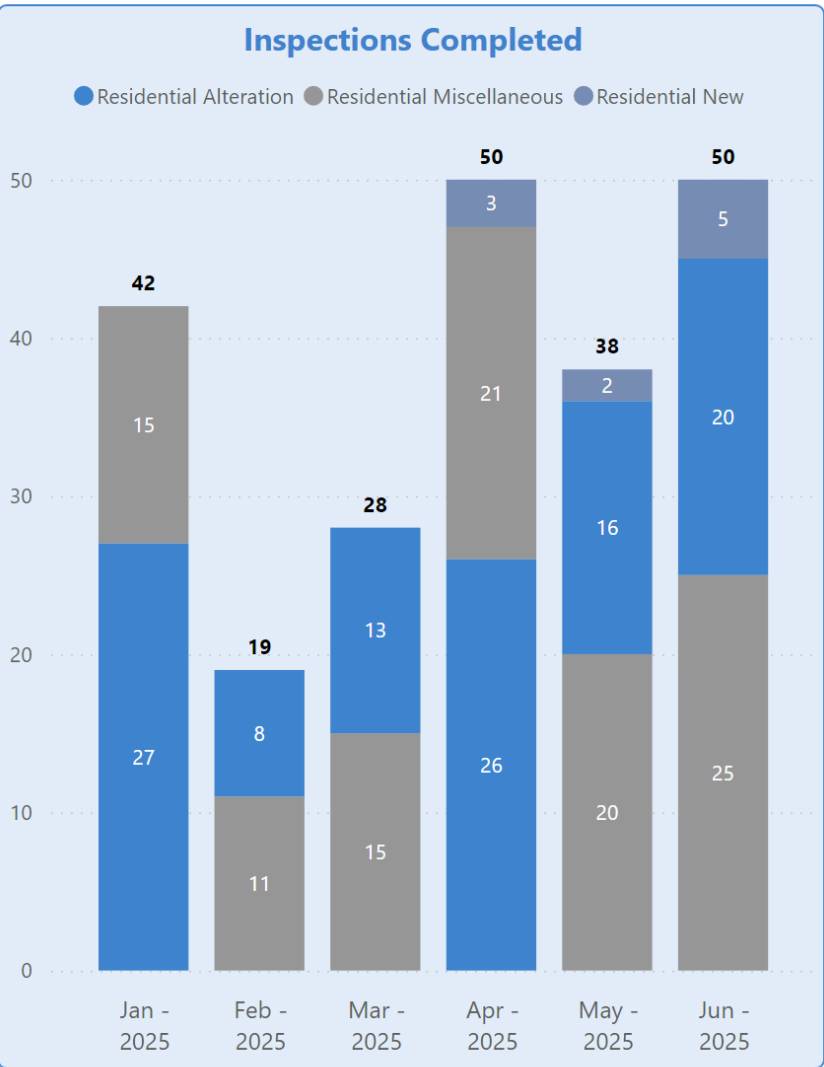
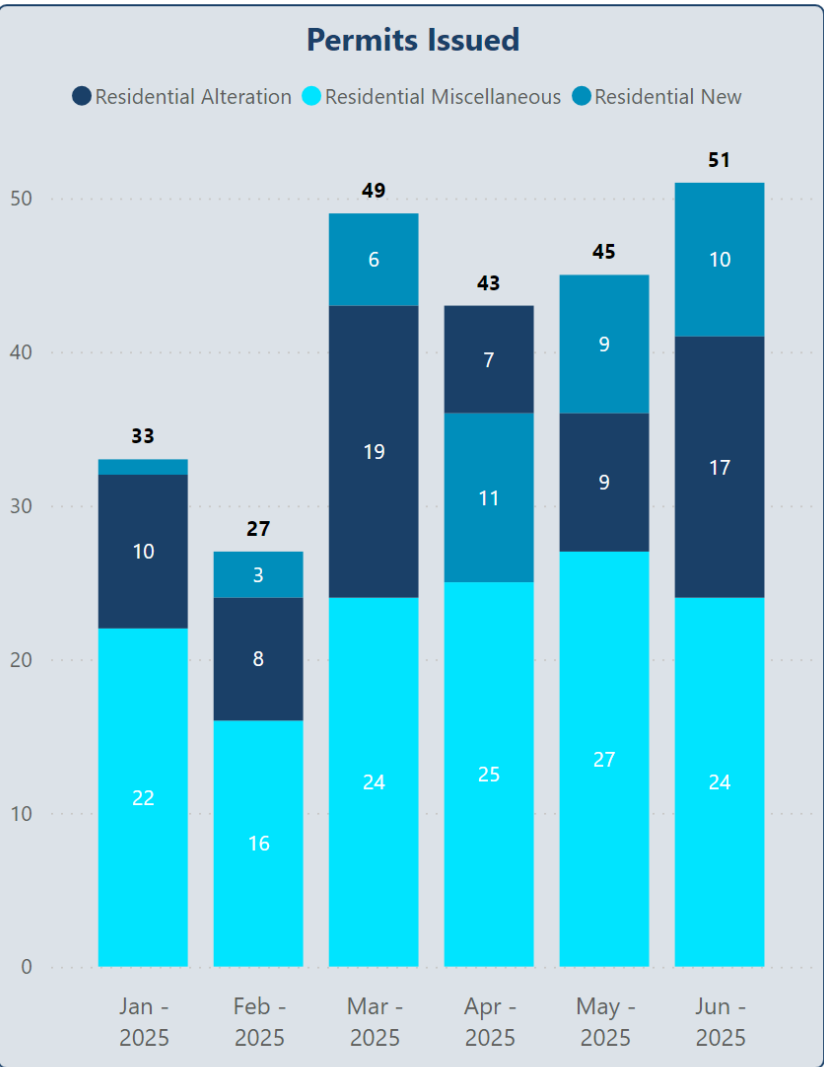
Glendale, WI, City of

Multiple selections

All

☒ False

Residential



Account Manager

Alan Greene

Account Name

Glendale, WI, City of

Month

Multiple selections

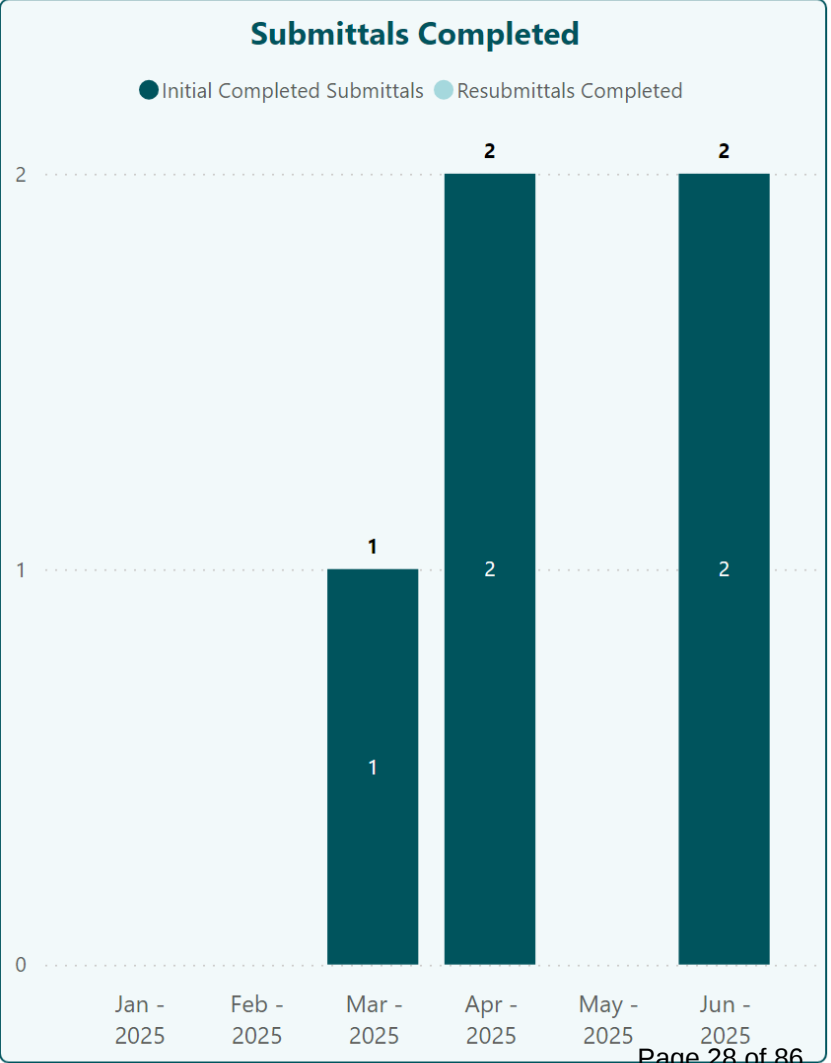
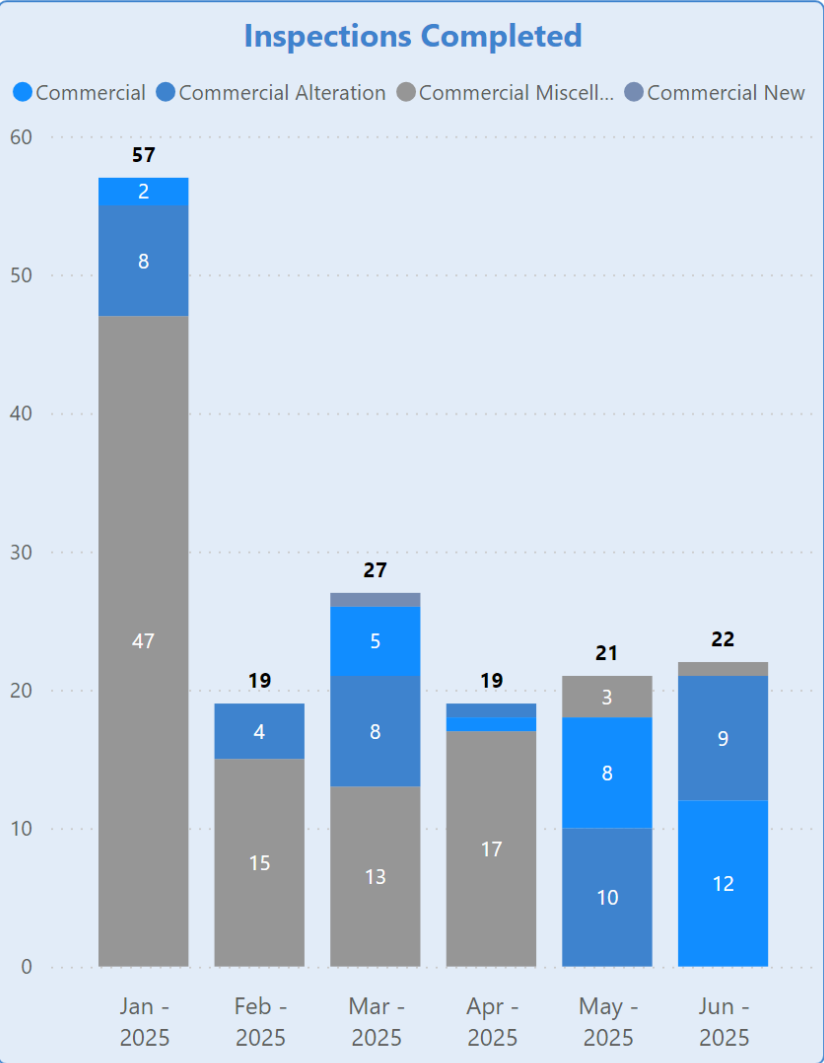
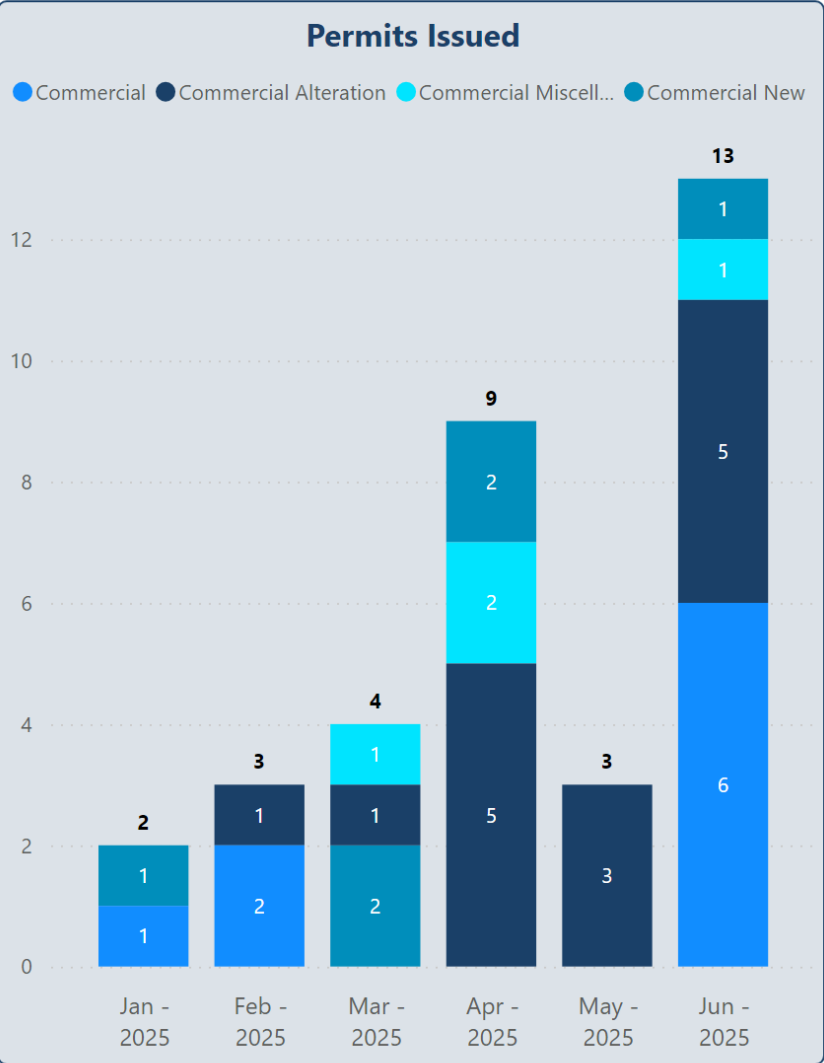
Source

All

Book of Business

☒ False

Commercial



Account Manager	Account Name	Month	Source	Service Category	Book of Business
Alan Greene	Glendale, WI, City of	Multiple selections	All	All	☒ False

Category Group Calculated	Permit Issued	Inspection Completed	Inspections Whole Passed	Inspections Part Passed	Inspections Whole Passed %	Inspections Whole Failed	Inspections Failed Code Violation	Inspections Failed Not Present	Inspections Failed Not Ready	Inspections Failed Other
+ Commercial	34	165	151	3	91.52%	14	6	11	5	0
+ Miscellaneous	334	387	340	10	87.86%	47	17	27	30	0
+ Residential	248	227	204	7	89.87%	23	10	10	12	0
Total	616	779	695	20	89.22%	84	33	48	47	0

Service Request - June 2025

Request Category	Created in period	Closed in period	Average days to close
Animal Concern	0	0	
Utility Billing Questions	0	0	
Property Maintenance and Building Code Violations	9	5	12.6
Speeding & Traffic Enforcement	0	0	
Storm Drainage/Standing Water	0	0	
Snow & Ice Control Service Request	0	0	
Request for Information	0	0	
Public Works Maintenance	0	0	
Illegal Dumping	0	0	
Water Quality Issues	0	0	
Abandoned Vehicle	0	0	
Miscellaneous Police	0	0	
Parks Maintenance	0	0	
Pothole	0	0	
Restoration of City Work	0	0	
Right-of-Way Damage (From City Snow Control Operations)	0	0	
Sidewalk Repair	0	0	
Miscellaneous Sanitary Sewer	0	0	
Miscellaneous	0	0	
Street Light	0	0	
Miscellaneous Storm Sewer	0	0	
Damage to City Property	0	0	
Street Sign	2	0	
Traffic Signal	0	0	
Garbage and Recycling Collection	0	0	
Tree Maintenance	2	1	11
Sink Hole/Ground Settling	0	0	
Street Maintenance General	3	2	7.7
General & Other	1	1	11.8
Dead Animal on City Property	0	0	
Total	17	9	10.78



		January	February	March	April	May	June	July	August	September	October	November	December	YTD
Library Activity	Checkouts	15091	13356	15570	13978	14082	15782							87859
	Checkins	11384	9526	11569	11758	11579	11509							67325
	Patron Count	7128	6367	7554	8705	6434	7488							43676
Patron Activity by Community (daily patron use)	Bayside	3885	3296	3624	3824	3868	3712							22209
	Fox Point	7654	6588	7549	7516	7738	7598							44643
	Glendale	11357	9994	10901	10973	11107	10867							65199
	River Hills	1072	907	1085	1055	1025	1015							6159
Curbside		20	10	11	8	4	7							60
Study Room(s) Usage	Uses per month	133	111	128	121	122	137							752
	Hours per month	287.93	238.67	235.65	252.77	253.83	336.72							1605.57
Community Room Usage	Library program	18	18	18	31	23	28							136
	Outside group	6	6	3	2	0	2							19
	Total uses	24	24	21	33	23	30							155
Community Room Hours	Library program	22	26	27	50	39	41							205
	Outside group	13	10	11.5	6	0	3							43.5
	Total hours	35	36	38.5	56	39	44							248.5
Kanopy	Film	345	223	266	181	265	295							1575
Overdrive	Audio	2844	2571	2834	2674	2843	2726							16492
	E-book	2470	2202	2276	2316	2245	2052							13561
	Magazine	1701	1477	1737	1765	1698	1572							9950
	Total	7021	6250	6847	6755	6756	6350							39979
Hoopla* ended 1/1/25	Digital collections	59					1*							59
Filled holds		4454	3799	3981	4474	4199	3961							24868
New patrons		72	42	85	58	53	84							394
New items		450	343	462	368	309	334							2266
Wifi access		1710	1457	1400	1282	1215	1124							8188
Website visits		3565	2868	4024	3418	3184	3507							20566
Programs offered: in person	Young child (0-5)*	7	10	9	10	3	10							49
	Child (6-11)	4	5	3	5	1	4							22
*compiled with children if not shown	Young adult (12-18)	1	0	0	0	0	1							2
	Adult (19+)	5	9	7	10	22	15							68
	General interest (all ages)		1	0	1	0	1							3
Total		17	25	19	26	26	31							144
Programming attendance: in person	Young child (0-5)*	251	267	297	339	66	287							1507
	Child (6-11)	106	433	0	157	36	84							816
*compiled with children if not shown	Young adult (12-18)	2	0	0	0	0	6							8

*non-resident staff

	Adult (19+)	73	152	191	213	322	207							1158
	General interest (all ages)			0	0	0	20							20
Total		432	852	488	709	424	604							3509
Reference questions		1232	844	1031	892	757	771							5527

North Shore Library

Capital Project Schedule and Financial Update



JULY 10, 2025

Northshorelibrary.org



NEWS AND NOTES

- Contractor mobilized and has begun construction. (See pictures).
- Early access agreement for construction commencement executed.
- Convenience of shell/condo unit from building owner to Library scheduled to be executed July 11th.
- HUD Grant Administration for \$500,000. Grant finalized and reimbursement request being submitted this week.
- Donations Update: Pledged donations in the amount of \$450,000 received. The pledge was anticipated to be paid in installments through 2028. This will further reduce short-term borrowing amount, if needed. An additional \$333,333 pledged donation installment was received.



PROJECT SCHEDULE

Construction

Q-3 Q-4 Q-1

	Duration	Start	Finish
	170 days	Wed 12/11/24	Fri 1/30/26
Building Permit	1 day	Mon 6/16/25	Fri 2/6/26
Commencement	1 day	Mon 6/16/25	Mon 6/16/25
Wall Framing	41 days	Mon 6/16/25	Mon 6/23/25
MEP Rough In	46 days	Tue 6/24/25	Tue 8/19/25
Structural	54 days	Tue 6/24/25	Tue 8/26/25
Mechanical Equipment	66 days	Wed 6/25/25	Mon 9/8/25
Blocking/Hollow Metal	22 days	Wed 7/23/25	Mon 9/29/25
Frame Install			
Drywall	35 days	Wed 7/30/25	Thu 8/21/25
Finishes	65 days	Wed 8/13/25	Tue 9/16/25
Painting	30 days	Wed 8/13/25	Tue 11/11/25
Ceiling Grid Framing	30 days	Wed 8/27/25	Tue 9/23/25
Flooring	25 days	Wed 9/10/25	Tue 10/7/25
Millwork	25 days	Wed 9/24/25	Tue 10/14/25
Specialists	25 days	Wed 10/1/25	Tue 10/28/25
MEP Trim	25 days	Wed 10/8/25	Tue 11/4/25
Final Clean and Punchlist	25 days	Wed 11/12/25	Tue 12/16/25
Final Inspections/Commissioning's/ Sign-Off	37 days	Wed 12/17/25	Thu 2/5/26
Substantial Completion	1 day	Fri 2/6/26	Fri 2/6/26



PROJECT FINANCE OVERVIEW

REVENUE	TOTAL	REVENUE TO DATE	MONTHLY CHANGE	REMAINING
Building Shell	4,000,000	4,000,000	0	0
Donations	4,844,416	3,458,314.07	451,625	1,386,102
Grants	500,000	0	0	500,000
Remaining Pledges	1,503,332	0	0	1,503,332
Interest Income	35,000	68,316.73	5,198.94	+33,317
City of Glendale	1,238,909	0	0	1,238,909
Village of Fox Point	643,185	0	0	643,185
Village of Bayside	415,660	0	0	415,660
Village of River Hills	148,503	0	0	148,503

*Pre-2025 revenue classified as donations

EXPENSES	TOTAL BUDGET	EXPENSES TO DATE	MONTHLY CHANGE	REMAINING
Shell Donation	4,000,000	4,000,000	0	0
Shell Build Out	5,575,413	304,547	3,275	5,270,866
Professional Architect	531,500	431,879	5,725	99,621
Services				
Legal	250,000	226,622	0	23,378
Fundraising	260,000	247,763	0	12,237
Marketing/PR	16,000	16,184	0	-184
Owner's Representative	90,000	55,500	1,500	34,500
Furniture & Shelving	100,000	0	0	100,000
Moving/Storage	150,000	43,586	670	106,414
Technology	300,000	0	0	300,000
Contingency	200,000	0	0	200,000
Lease/Loan Interest	614,760	234,967	0	11,852,706
TOTALS	12,087,673			6,603,023.49
Cash on Hand	1,524,653.29			



Fiscal Year 2025**Revenue**

<u>Revenue</u>	<u>June 2025</u>	<u>Year to Date</u>	<u>Percent Budget</u>
General Fund	1,363,103.31	11,357,281.72	69.39%
Proprietary Funds			
Water (900)	1,144,462.98	2,278,835.39	45.98%
Sewer (201)	590,328.37	1,208,265.09	47.48%
Stormsewer (250)	289,442.63	578,945.26	49.32%
TOTAL	2,024,233.98	4,066,045.74	
Special Revenue Funds			
Environmental (260)	190,822.56	376,561.57	556.09%
Police Acquisition (204)	-	7,535.21	128.48%
Crime Prevention (205)	13.50	13,387.03	35.29%
Economic Development (280)	-	-	0.00%
Refuse & Recycling (221)	22,979.50	199,684.44	20.30%
Hotel (244)	82,480.74	287,457.80	28.56%
Special Events (247)	6,230.25	55,101.43	75.40%
Health & Human Services (248)	87,340.34	679,367.36	73.37%
REM Park (270)	14,526.76	76,638.98	45.74%
Anniversary (274)	5,519.09	48,104.17	30.07%
ARPA Funds (290)	-	-	0.00%
North Shore Court (275)	96,586.57	756,214.73	58.08%
TOTAL	506,499.31	2,500,052.72	

Fiscal Year 2025

Expenditures

<u>Expenditures</u>	<u>June 2025</u>	<u>Year to Date</u>	<u>Percent Budget</u>
General Fund			
Mayor & Common Council (518.01)	5,714.17	50,456.30	55.93%
Administration (518.02)	53,303.39	448,099.21	76.80%
Finance (518.03)	32,722.05	144,418.23	53.93%
Clerk (518.04)	14,596.76	128,100.82	51.28%
Public Safety (520.19)	1,535,713.57	6,985,982.87	58.60%
Public Works (522.51)	121,335.53	902,131.75	49.59%
Community Development (528.15)	32,422.71	273,376.16	76.68%
Community Health (524.41)	28,669.50	95,143.73	68.72%
Building & Technology (518.12)	34,727.07	266,623.12	65.59%
Library (526.71)	-	245,261.00	50.00%
TOTAL	1,859,204.75	9,539,593.19	58.44%
Proprietary Funds			
Water (900)	177,810.06	1,421,479.63	27.56%
Sewer (201)	22,694.05	574,776.66	22.90%
Stormsewer (250)	34,573.08	287,798.94	20.89%
TOTAL	235,077.19	2,284,055.23	
Special Revenue Funds			
Environmental (260)	-	17,322.83	36.86%
Police Acquisition (204)	11,550.00	13,076.00	43.59%
Crime Prevention (205)	486.92	6,299.81	21.00%
Economic Development (280)	-	-	0.00%
Refuse & Recycling (221)	84,678.65	510,411.70	52.27%
Hotel (244)	49.46	85,826.96	8.58%
Special Events (247)	29,698.40	34,758.40	48.96%
Health & Human Services (248)	77,147.17	536,594.31	58.23%
REM Park (270)	28,550.01	96,143.18	57.51%
Anniversary (274)	7,000.00	29,926.69	29.93%
ARPA Funds (290)	21,255.00	440,739.27	100.00%
North Shore Court (275)	97,530.34	756,412.40	58.10%
TOTAL	357,945.95	2,527,511.55	

Fiscal Year 2025

Fund Balance

June 2025	1-Jan	Fund	Current
	<u>Fund Balance</u>	<u>+ or -</u>	<u>Fund Balance</u>
General Fund	6,579,694.00	1,817,688.53	8,397,382.53
Proprietary Funds	3,511,047.21	2,231,333.77	5,742,380.98
	25,459,706.00	1,781,990.51	27,241,696.51
	25,459,706.00	(22,436,294.66)	3,023,411.34
Special Revenue Funds			
Environmental (260)	1,208,366.00	359,238.74	1,567,604.74
Police Acquisition (204)	156,984.00	(5,540.79)	151,443.21
Crime Prevention (205)	128,591.00	7,087.22	135,678.22
Economic Development (280)	-	-	-
Recycling (221)	36,401.00	(310,727.26)	(274,326.26)
Hotel (244)	212,407.00	201,630.84	414,037.84
Special Events (247)	(32,079.00)	20,343.03	(11,735.97)
Health & Human Services (248)	318,195.00	142,773.05	460,968.05
REM Park (270)	(22,961.00)	(19,504.20)	(42,465.20)
Anniversary (274)	-	18,177.48	18,177.48
ARPA Funds (290)	104,513.00	(440,739.27)	(336,226.27)
North Shore Court (275)	(52,827.00)	(197.67)	(53,024.67)
	2,057,590.00	(27,458.83)	2,030,131.17
TOTAL	12,148,331.21	4,021,563.47	16,169,894.68

**Fiscal Year 2026
Revenue by Month**

Revenue by Month	January	February	March	April	May	June	July	August	September	October	November	December	YTD
<i>Proprietary Funds:</i>													
Water	11,882.49	1,961.21	1,104,980.80	1,224.53	14,323.38	1,144,462.98							2,278,835.39
Sewer	0.00	1,869.83	580,959.14	0.00	35,107.75	590,328.37							1,208,265.09
Storm	0.00	0.00	289,502.63	0.00	0.00	289,442.63							578,945.26
TOTAL	11,882.49	3,831.04	1,975,442.57	1,224.53	49,431.13	2,024,233.98							4,066,045.74
<i>General Funds:</i>													
Property Taxes	3,641,164.98	2,380,854.43	0.00	1,433,730.52	259,439.60	962,027.73							8,677,217.26
Intergovernmental	287,209.95	32,699.46	1,934.31	380,689.39	270,371.99	57,842.86							1,030,747.96
Licenses & Permits	71,386.79	255,995.98	64,868.05	67,380.07	58,189.03	206,232.29							724,052.21
Fines	10,066.25	60,531.14	97,370.66	80,917.99	1,371.82	43,783.09							294,040.95
General Government	109,285.41	105,431.76	116,000.87	108,043.67	99,244.29	93,217.34							631,223.34
TOTAL	4,119,113.38	2,835,512.77	280,173.89	2,070,761.64	688,616.73	1,363,103.31	0.00	0.00	0.00	0.00	0.00	0.00	11,357,281.72



July 22, 2025

The City of Glendale
ATTN: Charlie Imig, Director of City Services
5909 N. Milwaukee River Parkway
Glendale, WI 53209

Re: Glendale 2025 Alley Reconstruction
Pay Application 2

Dear Mr. Imig:

Attached is Pay Application 2 for the 2025 Alley Reconstruction project from All-Ways Contractors Inc. for work completed through July 3, 2025. We have reviewed the pay application, reviewed the completed work, and concur with their total value of work completed of \$504,280.32. Retainage for this contract is 5.0% of the completed work until 50% of the work is completed in a satisfactory manner, therefore \$25,214.02 will be withheld.

The total payment due for Pay Application 2 is \$241,850.09. The engineering fees for construction through the end of June are \$77,117.50. Please let me know if you have any questions.

Sincerely,

Clark Dietz, Inc.

Aaron P Poster
Construction Manager
E-mail: aaron.poster@clarkdietz.com

cc:

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: Clark Dietz, Inc
(CONTRACTOR)

FROM: All-Ways Contractors Inc.
PO Box 798 Elm Grove, WI.
(SUBCONTRACTOR)

PROJECT: Glendale - 2025 Glendale Alley Reconstruction

SUBCONTRACTOR'S All-Ways Contractors Inc.

JOB #: G05824002

ATTN: Accounts Payable

APPLICATION NO.: 2

JOB NO.: G05824002

Distribution to:

☐ OWNER

☐ ARCHITECT

☐ ENGINEER

☐ TRUST

☒ CONTRACTOR

CONTRACT DATE:

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
CO#1	\$8,279.31	
TOTAL	8,279.31	
Net change by Change Orders		8,279.31

The undersigned Subcontractor certified that to the best of the Subcontractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due.

SUBCONTRACTOR:

By: Date:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architects knowledge, information, and belief the Work has progressed as indicated, and the quality of the Work is in accordance with the Contract Documents, and the Subcontractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for payment, as shown below, in connection with the Contract

1. ORIGINAL CONTRACT SUM.....

\$ 471,279.50

2. CHANGES TO ORIGINAL CONTRACT:

a. Net change by Change Orders.....

\$ 8,279.31

b. Net change by Overquantity/(Underquantity).....

\$

3. CONTRACT SUM TO DATE (Line 1+2a+2b).....

\$ 479,558.81

4. TOTAL COMPLETED & STORED TO DATE.....

\$ 504,280.32

(Column L on Units Schedule)

5. RETAINAGE:

a. 5% of Line 4

\$ 25,214.02

b. 5% of Line 4 until 50% of Line 1

\$

6. TOTAL EARNED LESS RETAINAGE.....

\$ 479,066.30

(Line 4 less Line 5a or 5b)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....

\$ 237,216.21

8. CURRENT PAYMENT DUE.....

\$ 241,850.09

9. BALANCE TO FINISH, PLUS RETAINAGE.....

\$ 492.51

(Line 3 - Line 4 + (Line 5a or 5b))

State of:

County of:

Subscribed and sworn before me this Day of , 20

Notary Public:

My Commission expires:

AMOUNT CERTIFIED..... \$

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Subcontractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



CITY OF GLENDALE
5909 North Milwaukee River Parkway
Glendale, WI 53209
MINUTES- Common Council

Monday, July 14, 2025

6:00 PM

1. Roll Call and Pledge of Allegiance

Mayor Bryan Kennedy called the Common Council Meeting to order at 6:00 PM.

Roll Call:

Present: Mayor Bryan Kennedy, Ald. Vukovic (virtual), Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, Ald. Shaw

Other Officials Present: City Administrator Karl Warick, City Attorney Nathan Bayer, Deputy City Administrator Jessica Ballweg, Deputy City Clerk Abigail Slack

Absent: Ald. Daugherty

2. Public Comment

Glendale residents, business owners, and property owners are invited to speak to the Council on items that are not on tonight's agenda but are within the City's ability to regulate or control.

No public comment.

3. Consent Agenda

Motion made by Ald. Gerhard, and seconded by Ald. Bailey to adopt the Consent Agenda. Ayes: Ald. Vukovic, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, Ald. Shaw. Noes: None. Abstain: None. Absent: Ald. Daugherty

- a. Adoption of the Minutes: Meeting held on June 23rd, 2025
- b. Approval: *Accounts Payable*
- c. Pay Application 1 and FINAL: *2025 Glendale Drainageway Clearing Project - \$48,000 to Blaze Landscaping Contracting*

4. Unfinished Business

No unfinished business to discuss at this time.

5. New Business

- a. Recommendation from the Legislative and Judiciary Committee: *Approval of Application for Class "B" (beer) Retailer License* - Filed by Karampelas Investments Inc. for Gyro Palace located at 5336 N Port Washington Road.

City Administrator Karl briefly discussed the current business within Glendale, Gyro Palace, which has requested a Class "B" (beer) Retailer License for the years 2025-2026, which was previously approved by the Legislative, Judiciary & Finance Committee. Motion made by Ald. Gelhard, and seconded by Ald. Schmelzling to approve the Application for Class "B" (beer) Retailer License - Filed by Karampelas Investments Inc. for Gyro Palace located at 5336 N Port Washington Road. Ayes: Ald. Vukovic, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, Ald. Shaw. Noes: None. Abstain: None. Absent: Ald. Daugherty

- b. Recommendation from the Legislative and Judiciary Committee: *Approval of Application for "Class B" (beer & liquor) Retailer License* - Filed by Pedro's South American Food, LLC for La Cocina Del Sur - Empanada Bar located at 6969 N Port Washington Road.

City Administrator Karl briefly discussed that Pedro's South American Food, LLC has requested a "Class B" (beer & liquor) Retailer License for the years 2025-2026, which was previously approved by the Legislative, Judiciary & Finance Committee. Motion made by Ald. Gelhard, and seconded by Ald. Schmelzling to approve the Application for "Class B" (beer & liquor) Retailer License - Filed by Pedro's South American Food, LLC for La Cocina Del Sur - Empanada Bar located at 6969 N Port Washington Road. Ayes: Ald. Vukovic, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, Ald. Shaw. Noes: None. Abstain: None. Absent: Ald. Daugherty

- c. Review and Possible Action: *Authorization to Execute: Professional Services Agreement - Traffic Analysis & Design, Inc, not to exceed \$3,454.96 for a Speed Limit Traffic Study for Green Bay Avenue from Silver Spring to Good Hope*

City Administrator Karl Warwick and Clark Dietz Representative Mustafa Emir briefly discussed the Speed Limit Traffic Study, which was performed on Green Bay Avenue from Silver Spring to Good Hope. Motion made by Ald. Schmelzling, and seconded by Ald. Bailey to Authorize to Execute the Professional Services Agreement - Traffic Analysis & Design, Inc, not to exceed \$3,454.96 for a Speed Limit Traffic Study for Green Bay Avenue from Silver Spring to Good Hope. Ayes: Ald. Vukovic, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, Ald. Shaw. Noes: None. Abstain: None. Absent: Ald. Daugherty

- d. Review and Possible Action: *Authorization to Execute: Professional Services Agreement - 2026 Watermain Replacement and Road Resurfacing Program Design Engineering with Clark Dietz, not to exceed \$215,500.*

City Administrator Karl Warwick briefly discussed the 2026 Watermain Replacement and Road Resurfacing Program Design Engineering with Clark Dietz. Motion made by Ald. Bailey, and seconded by Ald. Gelhard to Authorize to Execute the Professional Services Agreement -2026 Watermain Replacement and Road Resurfacing Program Design Engineering with Clark Dietz,

not to exceed \$215,500. Ayes: Ald. Vukovic, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, Ald. Shaw. Noes: None. Abstain: None. Absent: Ald. Daugherty

- e. Review and Possible Action: Authorization to Execute Agreement - Globe Contractors, Inc for the 2025 Catch Basin Cleaning and Inspections Services Project, not to Exceed \$103,287.75.

City Administrator Karl Warwick briefly discussed the Globe Contractors, Inc. for the 2025 Catch Basin Cleaning and Inspections Services Project. Motion made by Ald. Schmelzling, and seconded by Ald. Bailey to Authorize to Execute the Professional Services Agreement - Globe Contractors, Inc for the 2025 Catch Basin Cleaning and Inspections Services Project, not to Exceed \$103,287.75. Ayes: Ald. Vukovic, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, Ald. Shaw. Noes: None. Abstain: None. Absent: Ald. Daugherty

6. Commission, Committee, Board, and Staff Reports

This is an Opportunity for Council Members to Report on their Respective Committees, Commissions, Boards of which they serve as a Member and for Staff and Administrator updates.

7. Closed Session

The Common Council will convene in Closed Session per Wis. Stat. § 19.85(1)(c) to consider the employment, and performance evaluation of public employees over which the Council has jurisdiction or exercises responsibility (City Clerk).

Motion made by Ald. Gelhard, and seconded by Ald. Bailey to convene in Closed Session at 6:28 PM. Ayes: Ald. Vukovic, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, Ald. Shaw. Noes: None. Abstain: None. Absent: Ald. Daugherty

8. Return to Open Session

Motion made by Ald. Gelhard, and seconded by Ald. Bailey to return to reconvene to Open Session at 7:11 PM. Ayes: Ald. Vukovic, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, Ald. Shaw. Noes: None. Abstain: None. Absent: Ald. Daugherty

9. Adjournment

Motion made by Ald. Gelhard, and seconded by Ald. Schmelzling to adjourn the July 14th Common Council Meeting at 7:12 PM. Ayes: Ald. Vukovic, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, Ald. Shaw. Noes: None. Abstain: None. Absent: Ald. Daugherty.

[MIN_SIGNATURES]

SUBJECT: Amending 13.1.20 (b) of the Zoning Code to allow "General Business Offices with Common Accessory Uses (light manufacturing) not exceeding 60 percent of the gross floor area of the primary structure" as a permitted use in the B-1 "C-1" Zoning District, to allow "Fitness Activity Studio" as a Permitted Use B-5 Zoning Districts and Amending 13.1.200, "Definitions" to add "Physical Activity Studio".

FROM: Benjamin Polony, Assistant to the Administrator

MEETING: Common Council Meeting - July 28th, 2025

MEETING DATE: July 28, 2025

FISCAL SUMMARY:

Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: 13.1.20, 13.1.200

BACKGROUND & ANALYSIS: One new business, Bernie's Book Bank, seeks to locate at 5235 Ironwood, and one existing business, Top Line Gym, seeks to relocate from 2012 W. Bender to 2345 W. Mill Road. Both have applied for occupancy and business use approvals. Upon review, it was determined that the uses involved with these businesses do not meet the permitted use criteria within the districts they seek to open. After staff review, these uses are a good fit for the zoning districts where they seek to operate. Bernie's Book Bank is a nonprofit organization that packages and distributes free books to children across the area. It seeks to locate its main Wisconsin office here. Although a nonprofit, the land is owned by a private company that would be responsible for paying property taxes. Top Line Gym is an established fitness gym in Glendale that is seeking to relocate to accommodate a larger and more affordable operation.

This ordinance amends the City Zoning Code to expand permitted uses in two business districts. Specifically:

- B-1, C-1 would include an already existing permitted use type in the B-5 zoning district, described as general business offices with common accessory uses (light manufacturing not exceeding 60% of gross floor area). This existing definition would account for the significant space that Bernie's would

use for packaging and storage of books.

- B-5 would be amended to include a new use category, physical activity studio, describing facilities for indoor training, instruction, and physical activity.

Additionally, Section 13.1.200 of the zoning code, pertaining to definitions, would be amended to include a definition for "Physical Activity Studios."

This ordinance was reviewed and recommend by the Planning and Architectural Review Commission.

RECOMMENDATION: Hold a public hearing on the zoning text amendment and consider approval of the ordinance amending the zoning code related to allowing "General Business Offices with Common Accessory Uses (light manufacturing) not exceeding 60 percent of the gross floor area of the primary structure" as a permitted use in the B-1 "C-1" Zoning District, to allow "Fitness Activity Studio" as a Permitted Use B-5 Zoning Districts and Amending 13.1.200, "Definitions" to add "Physical Activity Studio".

ACTION REQUESTED: Hold a public hearing on the zoning text amendment and consider approval of the ordinance amending the zoning code related to allowing "General Business Offices with Common Accessory Uses (light manufacturing) not exceeding 60 percent of the gross floor area of the primary structure" as a permitted use in the B-1 "C-1" Zoning District, to allow "Fitness Activity Studio" as a Permitted Use B-5 Zoning Districts and Amending 13.1.200, "Definitions" to add "Physical Activity Studio".

ATTACHMENTS:

13.1.20 Text Amendments

ORDINANCE NO. 2025-

An Ordinance Amending 13.1.20 (b) of Title 13 of Article C to allow General Business Uses with light manufacturing accessory use as a Permitted Use in the “B-1, C-1” and Physical Activity Studio in the “B-5” Zoning Districts, and Amending Section 13.1.200 of Title 13 of Article C to include a definition for “Physical Activity Studio”

WHEREAS, the City of Glendale does not permit “Physical activity studios” that generally includes physical training, instruction, and activity within an enclosed area; and

WHEREAS, the City of Glendale does not permit “General business offices with common accessory uses (light manufacturing) not exceeding 60 percent of the gross floor area of the primary structure outside of the B-5 zoning district;

WHEREAS, recently these business types have submitted requests for occupancy, but were denied because the “use” is not permitted in the Glendale Zoning Code; and

WHEREAS, the City has evaluated the Zoning Code and determined that “General business offices with common accessory uses (light manufacturing not exceeding 60 percent)” and “Physical activity studios” would be appropriately located within the B-1, C-1 subareas and B-5 districts respectively; and

WHEREAS, the City of Glendale has previously created use types for other business types in zoning districts; and

Now, therefore, the City Council does ordain as follows:

SECTION 1

Section 13.1.20 (B) is hereby amended in its entirety and replaced with the following:

13.1.20 Establishment of districts.

- (b) *Zoning use table.* According to generalized land uses, the following table lists the type of use permission in each district, as well as definitions for each use listed. References for additional use standards may be contained in other sections of the city Code.

	"B"	"B-3"	"B-4"	"B-5"	"D-2"	"E"	"F-1"	"G-1"	"H-1"	"M"
Specialty retail shops and stores (no drive-through service).	X		X		X	X	X	X		

Created: 2025-06-12 11:48:00 [EST]

Restaurants: as defined under Wis. Stats. 97.01 (14g)	X	X			X	X	X	X	X	X
Studios for photography, painting, music, sculpture, dance or other recognized fine arts.	X	X	X		X	X	X	X	X	
Physical Activity Studio				X						
Professional services and administrative offices.	X	X	X	X	X	X	X		X	X
General corporate headquarters offices.	X	X	X	X	X	X	X	X	X	
Medical and dental offices.	X	X	X	X	X	X	X	X	X	X
Sales offices.	X	X	X	X	X	X	X	X	X	X
Research Establishments		X	X							
Financial, insurance and real estate offices.	X	X	X	X	X	X	X	X		X
Business and office equipment, supplies and services.		X	X	X						
Beauty shops		X								
Childcare, day care centers or preschool centers licensed by the State of Wisconsin			C							
Indoor Self Storage				C						
Office services and supplies, including employment agencies, blueprinting, duplicating and similar functions.	X	X			X		X			
General business offices with common accessory uses (light manufacturing) not exceeding 60 percent of the gross floor area of the primary structure.				X						
Single-Family residence						X				
Multi-family residences (15+ per acre) (2nd level and above).		X				X				
Grocery Stores									X	
Hotel/convention centers	PD				PD			X		
Any other uses found to be a similar use by the plan commission or community development authority upon review of application.	X	X	X	X	X	X	X	X	X	X

B-1 Sub Areas	A	A2	B	Cl	C2	DI	D2	E	F1	F2	G1	G2	HI	H2	11	12	J	K	L	M	N	O	p
Retail sales and service																				X			
Specialty breweries with accessory retail sales																							X
Specialty service businesses with showrooms																						X	
Specialty retail shops and stores (no drive-through service).			X			X	X	X	X		X		X		X								
Restaurants: as defined under Wis. Stats. 97.01 (14g)			X				X	X	X		X		X							X			
Studios for photography, painting, music, sculpture, dance or other recognized fine arts.			X			X	X	X	X		X		X		X							X	
Professional services and administrative offices.	X	X	X	X		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X
General business offices with common accessory uses (light manufacturing) not exceeding 60 percent of the gross floor area of the primary structure.				X																			
General corporate headquarters offices.	X	X	X	X		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X
Medical and dental offices.	X	X	X	X		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X
Sales offices.	X	X	X	X		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X
Research Establishments	X	X		X														X					
Financial insurance and real estate offices.	X	X	X	X		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X
Business and office equipment, supplies and services.			X																				
New motor vehicle sales																			X				
Grocery Stores														X									

Beauty shops	X	X	X	X		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X
Office services and supplies, including employment agencies, blueprinting, duplicating and similar functions.			X			X	X		X	X													
Utilities					X																		
Parking			C												C								
R-7 Zoning																					X		
Single-Family residence								X															
Multi-family residences (15+ per acre} (2nd level and above).	PD			PD			X	X															
Hotel/convention centers				PD			PD											X					
Any other uses found to be a similar use by the plan commission or community development authority upon review of application.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X

X = Permitted Use. Any use allowed in a zoning district and subject to the restrictions applicable to that zoning district.

C = Conditional Use. A use permitted in a particular zoning district upon showing that such use in a specified location will comply with all the conditions and standards for the location or operation of the use as specified in the zoning ordinance and authorized by the approving agency.

PD = Will be considered only under PD-planned development district zoning.

Prohibited use. Use is not specifically permitted in the city Code.

SECTION 2

Section 13.1.200 is hereby amended to include the following:

13.1.200 - Definitions

Physical Activity Studio. All land uses that provide a facility for training, instruction, and physical activity within an enclosed building. Such activities may have operating hours that extend earlier or later than most other commercial land uses. All organized activities must be conducted indoors, and the facility must comply with all noise standards. Examples of such land uses include health or fitness centers, all forms of training studios (yoga, dance, art, martial arts, gymnastics, etc.).

SECTION 3

That if any subsection, section, or portions of this ordinance, or the application thereof to any persons as enacted hereunder, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed a separate, distinct, and independent provision and such holdings shall not affect the validity of the remaining portions hereof and the validity of the ordinance in all other respects shall not be affected thereby.

SECTION 4

That all ordinances or parts of ordinances conflicting with the provisions of this ordinance are hereby to such extent repealed.

SECTION 5

This ordinance shall be in full force and effect after its passage and posting as provided by law. PASSED AND ADOPTED by the City Council of the City of Glendale, Milwaukee

County, Wisconsin, this _____ day of _____ 2025.

Bryan Kennedy, Mayor

Counter signed.

City Clerk

SUBJECT: Authorize City Attorney to initiate nuisance action in circuit court under common law, Chapter 823 of the Wisconsin statutes, or Chapter 11.6 of the City Code, to abate the conditions on, and improper use at, the residential property located at 1005 W. Riverview Drive

FROM: Karl Warwick, City Administrator

MEETING: Common Council Meeting - July 28th, 2025

MEETING DATE: July 28, 2025

FISCAL SUMMARY:

Budget Summary: NA

Budgeted Expenditure: NA

Budgeted Revenue: NA

STATUTORY REFERENCE:

Wisconsin Statutes: Chapter 823

Municipal Code: 11.6

BACKGROUND & ANALYSIS: The City of Glendale received numerous complaints regarding conditions and nonconforming zoning activities at 1005 West Riverview Drive. On several occasions, a thorough investigation was conducted by the City's Property Maintenance Supervisor and other City Staff and Officials, revealing that the following conditions or activities exist on the property referenced above, including:

- Excessive "storage of junk" per 11.3.5 through the storage of "other unsightly debris which substantially depreciates property values in the neighborhood"
- Storage of items related to a residential clean-up company that violates 13.1.18, Home Occupations of the City Code
- Specifically, the current use of the property violates 13.1.18 subsection (b), (c)1, (c)3, (c)4, (c)8, (d)6, (d)13
- Conditions that harbor odor in violation of 11.6.3, "Noxious Odors".
- Conditions that harbor rodents or insects in violation of 8.1.15, "Rodent Control"
- Activities that "substantially annoy, injure, or endanger the comfort, health, repose, or safety of the

public”, per 11.6.2

Based on the presence of these violations, staff have determined that this property receives and requires more than the general, acceptable level of police and inspection services, placing an undue and inappropriate burden on City of Glendale taxpayers. Consequently, the staff recommends that this constitutes a public nuisance. These conditions and activities constitute a chronic public nuisance of property since more than three (3) calls for property maintenance enforcement action have occurred in 18 months. The City of Glendale has determined that these nuisance conditions or activities interfere with the public health, safety, and welfare of the residents of the City of Glendale.

Furthermore, the property owner(s) has failed to abate the nuisance conditions or activities within the prescribed time.

RECOMMENDATION: The City Code requires the Common Council to determine that this property meets the definition of a “Chronic Nuisance Property” per section 11.6.6 (b) because it “has generated three or more calls for police, property code or property maintenance services that have resulted in citations, or any other form of enforcement action, on three separate days within a 180-day period”.

ACTION REQUESTED: Determine whether to declare 1005 W. Riverview as a Chronic Property Maintenance Property.

ATTACHMENTS:

None



5909 North Milwaukee River Parkway
Glendale, WI 53209

SUBJECT: Review and Possible Action: Authorization to Execute Agreement - Aqualis for the 2025 Sanitary CCTV & Cleaning Project , not to Exceed \$234,731.10.

FROM: Charlie Imig, Director of City Services

MEETING: Common Council Meeting - July 28th, 2025

MEETING DATE: July 28, 2025

FISCAL SUMMARY:

Budget	Sanitary Sewer Utility
Summary:	
Budgeted	\$309,000
Expenditure:	
Budgeted	N/A
Revenue:	

STATUTORY REFERENCE:

Wisconsin	N/A
Statutes:	
Municipal Code:	N/A

BACKGROUND & ANALYSIS: According to the City of Glendale 2025 capital improvement plan, there is \$309,000 for Sanitary Sewer Rehabilitation. A total of \$34,000 is estimated for engineering contract administration, televising review, analysis, and improvement recommendations report.

Please find listed below the bid results for the **2025 Sanitary CCTV & Cleaning Project**

Contractor
Bid

Base

1. Aqualis
\$234,731.10
2. Visu-Sewer, LLC
\$275,792.96
3. National Power Rodding Corp
\$979,460.00

Based on Article 3 of the Bid Form, the award of the contract will be determined by the lowest sum total of the Base Bid.

RECOMMENDATION: Staff recommends awarding the 2025 Sanitary CCTV & Cleaning Project agreement with Aqualis in the amount of \$234,731.10 for the base bid. Aqualis is an established contractor in the area and has performed well on other similar construction projects in the City.

ACTION REQUESTED: Motion to authorize the City Administrator to execute the 2025 *Sanitary CCTV & Cleaning Project agreement with Aqualis, not to Exceed \$234,731.10.*

ATTACHMENTS:

20250717_Sanitary CCTV&Cleaning_Rec Letter (1)



July 17, 2025

Mr. Karl Warwick
City Administrator
City of Glendale
5909 N Milwaukee River Pkwy
Glendale, WI 53209

Re: 2025 Sanitary CCTV & Cleaning Project - Recommendation for Contract Award

Dear Karl,

Three bids for the 2025 Sanitary CCTV & Cleaning Project were received and publicly opened on July 16, 2025. The project scope includes the cleaning and televising of 134,092 LF of sewers and inspection of 558 sanitary manholes in the City. The locations of areas can be found in the attached map marked as area 2 (yellow) and 4 (blue). Areas 1 (red) and 3 (green) were completed last year. The bid and contract documents include a provision that the contract can renew for up to three consecutive years at the mutual agreement between the City and contractor.

The bids received were as follows:

Aqualis	\$234,731.10
Visu-Sewer, LLC	\$275,792.96
National Power Rodding Corp	\$979,460.00

We have the following comments on the bids:

1. All bids were responsive in that they submitted the required bid security, signed the required pages, and fully completed the bid form.
2. The lowest sum total of the Base Bid was submitted by Aqualis in the amount of \$234,731.10. Their bid was \$41,061.86 below the second low bid submitted by Visu-Sewer, LLC. in the amount of \$275,792.96. Our engineer's opinion of cost is \$244,370.00.
3. Aqualis, a subsidiary of New Restoration and Recovery Services, LLC, completed work in the City of Glendale last year as part of the 2024 Sanitary Sewer Cleaning and Televising project and has the personnel, equipment, and experience necessary to complete the work.

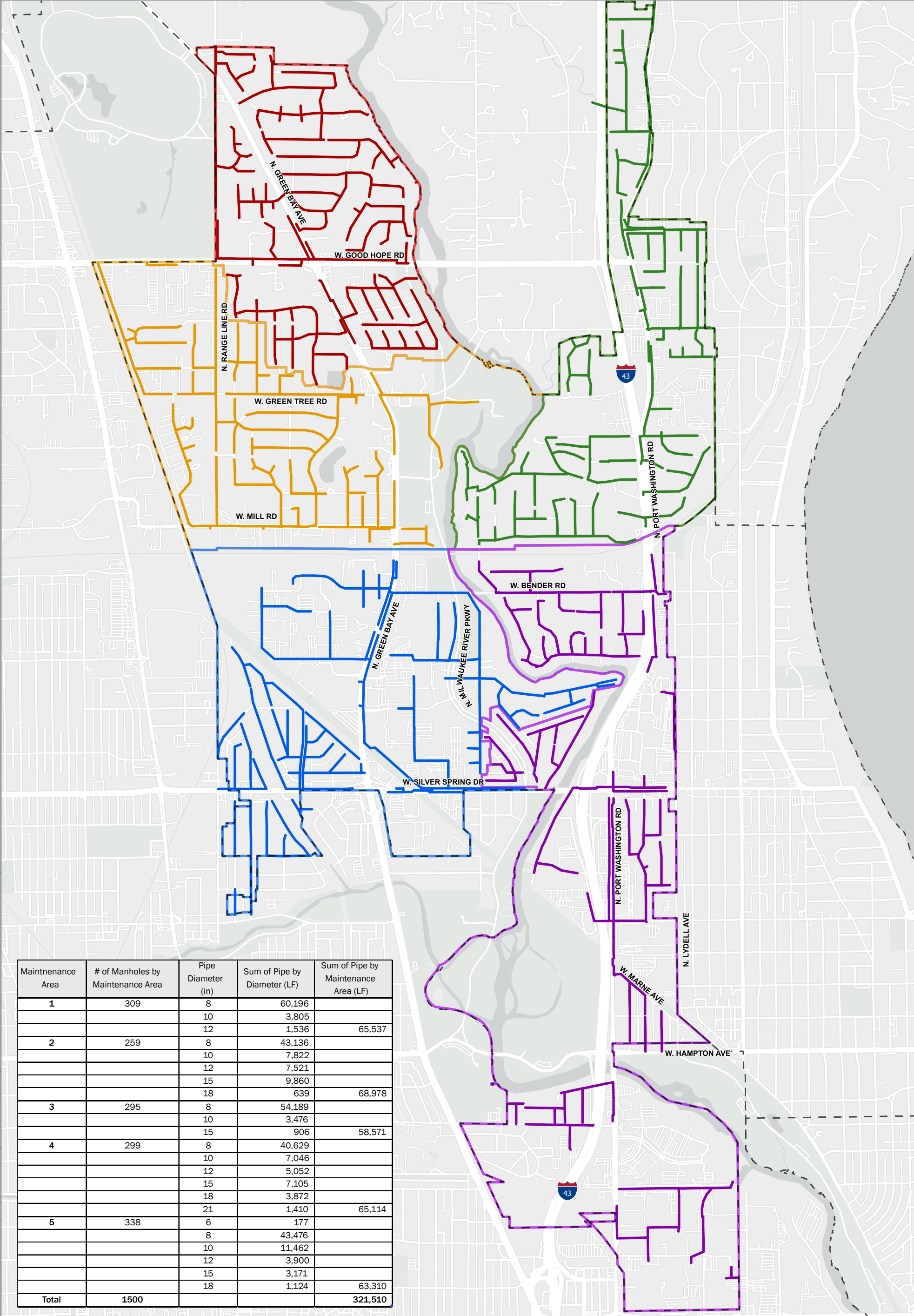
Aqualis is the lowest, responsive, and responsible bidder and we recommend award of the 2025 Sanitary CCTV & Cleaning Project contract in the amount of \$234,731.10.

If you have any questions, please do not hesitate to contact me.
Sincerely,

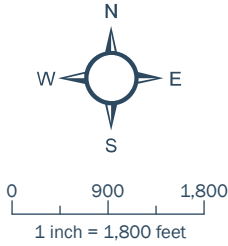
Clark Dietz, Inc.
Andrew Ashley, PE,
Project Engineer

cc: Mr. Mustafa Emir, Clark Dietz
encl: Bid Tabulation

Date: 5/22/2025 File Path: R:\Client Data\G058-Glendale\GIS\ArcGIS Pro Projects\Glendale GIS Updates 2023\1027.aprx



Maintenance Area	# of Manholes by Maintenance Area	Pipe Diameter (in)	Sum of Pipe by Diameter (LF)	Sum of Pipe by Maintenance Area (LF)
1	309	8	60,196	65,537
		10	3,805	
		12	1,536	
2	259	8	43,136	68,978
		10	7,822	
		12	7,521	
		15	9,860	
		18	639	
3	295	8	54,189	58,571
		10	3,476	
		15	906	
4	299	8	40,629	65,114
		10	7,046	
		12	5,052	
		15	7,105	
		18	3,872	
5	338	21	1,410	63,310
		6	177	
		8	43,476	
		10	11,462	
		12	3,900	
Total	1500	15	3,171	321,510
		18	1,124	



Sanitary Televising Program

 Municipal Boundary

Maintenance Area

1

2

3

4

5



City of Glendale
Sanitary Sewer
CCTV Program

Page 1 of 1

Service Layer Credits: Esri, MCLIO Spatial Reference: NAD 1983 2011 StatePlane Wisconsin South FIPS 4803 Ft US This map is for informational purposes and may not be suitable for legal, engineering, or surveying purposes.

Page 55 of 86

2025 Sanitary CCTV & Cleaning Project
Bid Tabulation

BID FORM: 2025 SANITARY CCTV & CLEANING				BID DATE: 7/16/2025 @ 10:00 Am					
ITEM	BASE BID ITEMS	UNIT	ESTIMATE QUANTITY	AQUALIS		VISU-SEWER		NATIONAL POWER RODDING CORP	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Light Cleaning & Televising Sanitary Sewer Main	LF	134092	\$ 1.50	\$ 201,138.00	\$ 1.88	\$ 252,092.96	\$ 5.00	\$ 670,460.00
2	Heavy Sewer Cleaning	HRS	30	\$ 200.00	\$ 6,000.00	\$ 325.00	\$ 9,750.00	\$ 1,000.00	\$ 30,000.00
3	Sanitary Structure Inspection	EACH	558	\$ 49.45	\$ 27,593.10	\$ 25.00	\$ 13,950.00	\$ 500.00	\$ 279,000.00
TOTAL BASE BID:					\$ 234,731.10		\$ 275,792.96		\$ 979,460.00

SUBJECT: *Authorization to Execute - Professional Services Agreement for Schematic Design Services for the City's Police Facility with FGM Architects, Inc., not to exceed \$115,500.*

FROM: Karl Warwick, City Administrator

MEETING: Common Council Meeting - July 28th, 2025

MEETING DATE: July 28, 2025

FISCAL SUMMARY:

Budget Summary: \$350,000
Budgeted Expenditure: \$115,500
Budgeted Revenue: NA

STATUTORY REFERENCE:

Wisconsin Statutes: NA
Municipal Code: NA

BACKGROUND & ANALYSIS: For several years, the City's approved Capital Improvement Plan included expenses for design services and construction of a remodeled police facility connected to City Hall, located at 5909 North Milwaukee River Parkway.

City staff interviewed three architectural firms for design services and recommended securing the services of FGM. The enclosed agreement would provide the City with schematic drawings of the improvements to the facility. At that point, the City would obtain cost estimates to determine whether the project could be completed with the planning amount of \$10 million. If the City then elects to move the project forward, the Council would be asked to authorize the execution of complete design services in the range of \$650,000. The agreement is divided into two sections to enable the City to assess the project cost before committing to funding the full cost of building rehabilitation.

Based on discussions with the architect, the building's structure is in good shape. The schematic design will determine the number of walls or other components that need to be moved. It will also provide a complete evaluation of the facility's plumbing, electrical, HVAC,

sump pump, and other mechanical components. The preliminary cost estimate assumes the majority of these systems have exceeded their useful life and will be replaced.

FGM specializes in architectural design services for public safety buildings. They designed facilities such as the Caledonia Public Safety Building, Broadview (Illinois), Police, 911, and Village Hall, Cudahy Fire Station, Oconomowoc Police Facility and Municipal Court, and many other police and fire facilities in Wisconsin and Illinois.

The City's Engineer, Clark Dietz would perform subcontractor services for the plumbing, electrical, HVAC, sump pump, and other mechanical components of the facility.

RECOMMENDATION: Authorize the City Administrator to execute a professional services agreement with FGM Architects, not to exceed \$115,500 for schematic design services for the City's Police Facility.

ACTION REQUESTED: Authorize the City Administrator to execute a professional services agreement with FGM Architects, not to exceed \$115,500 for schematic design services for the City's Police Facility.

ATTACHMENTS:

B133-2019 - City of Glendale Police - 2025.07.22

DRAFT AIA® Document B133™ – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the «Twenty second » day of «July » in the year «Two Thousand Twenty Five»

(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 Glendale»»»
«5909 North Milwaukee River Parkway»
«Glendale, Wisconsin 53209»
«Telephone Number: 414.228.1700»

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

«FGM Architects Inc.»»»
«219 North Milwaukee Street, Suite 325»
«Milwaukee, Wisconsin 53202»
« »

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

City of Glendale»
«Police Department Renovation»
«5909 North Milwaukee River Parkway»
«Glendale, Wisconsin 53209»
«Telephone Number: 414.228.1700»

The Construction Manager (if known):
(Name, legal status, address, and other information)

«To be Determined»»»
« »
« »
« »

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.

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 used in conjunction with AIA Documents A201-2017™, General Conditions of the Contract for Construction; A133-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™-2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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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.)

«Renovation of the existing police department. Excludes city hall, squad garage and lockup.»

§ 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.)

«Project is located at the current police department address.»

§ 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.)

«To be determined at the end of schematic design.»

§ 1.1.4 The Owner's anticipated design and construction schedule will be determined at the end of schematic design.

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

(Indicate agreement type.)

- X] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- [« »] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

«None identified at time of execution»

§ 1.1.7 The Owner’s anticipated Sustainable Objective for the Project:

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

None identified at time of execution.

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

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

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

Chief Rhett Fugman,
City of Glendale»«»
«5909 North Milwaukee River Parkway»
«Glendale, Wisconsin 53209»
«Telephone Number: 414.228.1700 «»

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

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

« N/A »

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

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

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

To be determined.

.2 Geotechnical Engineer:

«To be determined»«»

« »
« »
« »
« »

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

«To be determined»

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

«Mr. Brian Wright, AIA»
«Principal in Charge»
«FGM Architects Inc.»
«219 North Milwaukee Street, Suite 325»
«Milwaukee, Wisconsin 53202»
«»

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

Clark Dietz Engineering
625 57th St.
Kenosha, WI 53140

- .2 Mechanical, Electrical and Plumbing Engineer:

Clark Dietz Engineering
625 57th St.
Kenosha, WI 53140

- .3 Civil Engineer:

Clark Dietz Engineering
625 57th St.
Kenosha, WI 53140

- .4 Fire Protection Design Engineer:

Clark Dietz Engineering
625 57th St.
Kenosha, WI 53140

§ 1.1.12.2 Consultants retained under Supplemental Services:

«None identified.»

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

«None identified.»

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

Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information pursuant to such subsequent written agreement.

§ 1.3 The parties shall agree upon written protocols governing the use of, transmission, reliance of, and exchange of Instruments of Service or any other information or documentation in digital form.

§ 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 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, for projects of similar size and kind, including but not limited to the skill and care necessary to cause final construction documents prepared by the architect or any consultant of the architect to be in compliance at the time of bidding with applicable laws, statutes, codes, ordinances, rules and regulations of any governmental authority or authorities having jurisdiction over the Project. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

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

§ 2.5 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.

§ 2.6 Insurance. 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.

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

§ 2.6.2 Automobile Liability insurance covering vehicles owned, and non-owned vehicles used or owned, by the Architect with policy limits of not less than « One Million Dollars » (\$ « 1,000,000.00 ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 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 2.6.1 and 2.6.2, 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.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$500,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) each employee, and Five Hundred Thousand Dollars » (\$«500,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars (\$2,000,000.00) per claim and « Three Million Dollars (\$3,000,000.00) in the aggregate.

§ 2.6.7 **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.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

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. Also includes minor civil engineering work. 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 reasonably requested by Owner, 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, the Construction Manager, 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, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner only if the Architect becomes aware of any error, omission, or inconsistency in such services or information, however, the Architect assumes no duty to discover such errors, omissions, or inconsistencies. If the Architect needs to redesign based on an inaccurate estimate from the Construction Manager, the Architect is entitled to additional services.

§ 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 shall include design phase milestone dates, as well as the 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 Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and a reasonable time 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. The Owner shall render decisions in a timely matter so as to not adversely affect the schedule or cause the schedule to be exceeded.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 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.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities having jurisdiction over the design of the Project. The Architect shall use professional care to respond to written publicly available applicable design requirements imposed by those authorities and entities. The Architect shall not be responsible for additional costs incurred because of a reasonable difference of opinion or interpretation of applicable code requirements with that of such governmental authorities.

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

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.1.9 If the Architect's services involve making changes to an existing facility, the Owner shall furnish documentation, drawings and information on the existing facility upon which the Architect may rely for accuracy and completeness. Unless specifically authorized or confirmed in writing by the Owner, the Architect shall not be required to perform or to cause to be performed any destructive testing or investigation of concealed or unknown conditions. In the event the documentation, drawings or information furnished by the Owner is inaccurate or incomplete, all resulting costs and expenses, including the cost of Additional Services of the Architect, shall be borne by the Owner. To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Architect and its consultants from and against all claims, damages, losses, costs and expenses, including attorney's fees, arising out of or resulting from the drawings, documentation and information furnished by the Owner.

§ 3.1.10 If the Project involves remodeling and/or rehabilitation of an existing structure, certain assumptions regarding existing conditions are required to be made. Since some of these assumptions may not be verifiable within Owner's budget or without destroying otherwise adequate or serviceable portions of the Project, the Owner agrees that, except for specific tasks identified for the Architect to perform under the Agreement, the Owner shall reimburse the Architect as an Additional Service for changes, modifications, additions or alterations to the Construction Documents which may arise or result from unforeseen or concealed conditions. The Owner shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Architect and its consultants from and against all claims, damages, losses, costs, damages and expenses arising from unforeseen or concealed conditions.

§ 3.1.11 The LEED Green Building Rating System and other similar environmental guidelines (collectively referred to as "LEED Guidelines") utilize certain design and usability recommendations for a project in order to promote an environmentally friendly and energy efficient facility. When LEED Guidelines are required by the Owner to be used for the Project, the Architect shall use professional care to interpret and apply the LEED Guidelines to the Project. The Owner acknowledges and understands that LEED Guidelines are subject to various and possibly contradictory interpretations and that compliance may involve factors beyond the control of the Architect, including such factors as Owner's use and operation of the completed Project. The Architect does not warrant or represent that the Project will achieve LEED certification or that the estimates of energy savings and costs relating to building or equipment operation will actually be realized by the Owner. The Architect shall not be responsible for any environmental or energy shortfalls or losses arising from the use and operation of the Project.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

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

§ 3.3.2 The Architect shall prepare solely for the use by the Owner a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to gain a general understanding of 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.

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

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

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and 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.

§ 3.3.5.1 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.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager 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.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents. Upon receipt of Owner's approval of the Schematic Design Documents, the Architect shall commence the Design Development Phase.

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

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 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 Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and 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. The Architect shall provide one

(1) exterior design concept to the Owner for approval as part of the Basic Services. Any additional design concepts shall be charged as an Additional Service in accordance with Architect 4.3.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents. Upon receipt of Owner's approval of the Design Development Documents, the Architect shall commence the Construction Documents Phase.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 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 Construction Manager's review and 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 Construction Manager 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.

§ 3.5.2 The Architect shall use professional care to incorporate written publicly available design requirements of governmental authorities having jurisdiction over the design of the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents. Upon receipt of Owner's approval of the Construction Documents, the Architect shall commence the Bidding/Negotiation Phase.

§ 3.5.6 The Owner and Architect acknowledge that, given the nature of the design and construction process, certain inconsistencies, conflicts, errors and/or omissions may exist in the Construction Documents prepared by the Architect. It is further acknowledged and agreed that as long as the number and type of such inconsistencies, conflicts, errors and/or omissions are reasonable and consistent with reasonable skill and care, such inconsistencies, conflicts, errors and/or omission shall not constitute a material breach of this Agreement or a deviation from the applicable standard of care set forth herein. Notwithstanding the foregoing, the Architect and its consultants shall modify or correct any errors or omissions in the Construction Documents at no additional cost to Owner.

§ 3.5.7 If, as a result of Architect's failure to comply with the standard of care set forth in this Agreement, a negligent act causing an error in the Construction Documents results in additional construction costs to the Owner, the Architect shall be responsible for compensating the Owner for the additional construction costs for which the Architect is legally responsible in accordance with applicable law. This does not include items of betterment.

§ 3.5.8 If, as a result of the Architect's failure to comply with the standard of care set forth in this Agreement, an omission in the Construction Documents results in additional construction costs to the Owner, the Architect shall be responsible for compensating the Owner for only the additional costs related to adding the omitted item or element over

and above that which the Owner would have paid had the omitted item or element been included in the original Construction Documents. Negotiated sum, no greater than 10% of the value of the item.

§ 3.5.9 All costs associated with the Architect's negligent errors or omissions which constitute "betterment" or "value added" to the Owner shall be borne by the Owner to the extent of such betterment or value added.

§ 3.5.9.1 Bidding or Negotiation Phase Services

§ 3.5.9.1.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in obtaining either competitive bids or negotiated proposals.

§ 3.5.9.2 Competitive Bidding

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

§ 3.5.9.3 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the reproduction of Bidding Documents for electronic distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.9.4 The Architect shall consider written requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders. Any substitution request review, deemed appropriate by the Architect, done after bidding is an additional service.

§ 3.5.9.5 Negotiated Proposals

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

§ 3.5.9.5.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by

- .1 facilitating the reproduction of Proposal Documents for electronic distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors.

§ 3.5.9.5.3 The Architect shall consider written requests for substitutions, if the Proposal Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective contractors. Any substitution request review, deemed appropriate by the Architect, done after bidding is an additional service.

§ 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 Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction to the extent required by this Agreement. If the Owner and Construction Manager 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 in writing to include such modifications. The terms and conditions of this Agreement shall govern and control the Architect's services on the Project. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager

which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager 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 jobsite safety, including, but not limited to safety precautions and programs in connection with the Work or compliance with any safety laws, standards, roles, regulations or guidelines governing the Work, nor shall the Architect be responsible for the Construction Manager'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 Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.1.4 The Architect shall not be responsible for any aspect of design, procurement, erection, construction, monitoring, observation or use of any scaffolds, hoists, cranes, ladders, bracing or supports of any type on the Project, whether temporary or permanent, nor shall the Architect have responsibility for construction barricades, barriers, safety cones, tape, warnings, signage, canopies or other similar devices of any kind, whether for vehicular or pedestrian traffic or otherwise on or around the Project site. No provision of this Agreement shall be interpreted to confer upon the Architect any duty owed under common law, statute or regulation to construction workers or any other persons regarding safety or the prevention of accidents at the Project.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site as 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 Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to recommend to the Owner and Construction Manager the rejection of Work that does not conform to the Contract Documents and reject such Work as directed by the Owner. The Architect shall notify the Construction Manager about the rejection. Subject to the Owner's written approval 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 Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work and the Architect shall not be responsible for defects or deficiencies of the Contractor, Subcontractors, or suppliers resulting from their failure to complete Work in accordance with the Contract Documents.

§ 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 Construction Manager. 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 Construction Manager, 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 Construction Manager 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 Construction Manager as provided in the Contract Documents. In no event shall the Architect be liable for decisions made in such capacity if made in good faith.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager 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 Construction Manager'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 Construction Manager 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. Architect shall review a preliminary "pencil copy" of proposed payment submittal, no less than seven days prior to submission of actual payment request, for the purposes of evaluating the submission.

§ 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 Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager 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 Construction Manager's submittal schedule log. The submittal schedule log shall be phased sequentially by need of procurement. The Architect 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. Any substitution request review, deemed appropriate by the Architect, done after bidding is an additional service.

§ 3.6.4.2 After the Construction Manager reviews, approves and transmits the submittals, the Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples that are required by the Contract Documents, 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 specific details, equipment or systems, which are the Construction Manager'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. Regardless of the review, notations or mark-ups of the Architect on any submittal, shop drawing or product data, neither the Architect nor its consultants shall be responsible for any aspect of the submittal, shop drawing or product data which does not comply with the requirements of the Contract Documents, responsibility for which rests solely with the Contractor.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect or its consultants shall specify the appropriate performance and design criteria that such services must satisfy. Subject to the terms of Article 3.6.4.2, the Architect obtain review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect for informational purposes only. The Architect and its consultants 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 and its consultants 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 Construction Manager 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 under this Article 3.6.5.

§ 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 Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection observed by the Architect 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 (1) check overall conformance of the Work observed with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the punch list submitted by the Construction Manager 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 Construction Manager, 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 Construction Manager: (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 Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon written 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 Assistance with Selection of Construction Manager	Not Provided
§ 4.1.1.2 Programming	Architect
§ 4.1.1.3 Multiple Preliminary Designs	Not provided
§ 4.1.1.4 Measured drawings	Not provided
§ 4.1.1.5 Existing facilities surveys	Not provided
§ 4.1.1.6 Site evaluation and planning	
§ 4.1.1.7 Building Information Model management responsibilities	Not provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.9 Civil engineering	Architect
§ 4.1.1.10 Landscape design	Not Provided
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Not provided
§ 4.1.1.13 Cost estimating	Owner
§ 4.1.1.14 On-site project representation	Not provided
§ 4.1.1.15 Conformed documents for construction	Architect
§ 4.1.1.16 As-designed record drawings	Not provided
§ 4.1.1.17 As-constructed record drawings	Not provided
§ 4.1.1.18 Post-occupancy evaluation	Not provided
§ 4.1.1.19 Facility support services	Not provided
§ 4.1.1.20 Tenant-related services	Not provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Architect / Owner
§ 4.1.1.22 Telecommunications/data design	Architect
§ 4.1.1.23 Security evaluation and planning	Not provided
§ 4.1.1.24 Commissioning	Not provided
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.26 Historic preservation	Not provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.28 Other services provided by specialty Consultants	Not provided
§ 4.1.1.29 Other Supplemental Services	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.)

«None at the time of execution.»

§ 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.)

«None at the time of execution.»

§ 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 E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, 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 bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 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;
- .5 Services necessitated by decisions of the Owner or Construction Manager 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;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients; Or, any additional exhibits for any purpose.
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, more than two (2) public presentations, meetings or hearings other than Owner's board meetings;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.
- 16 Documentation, data collection, preparation for and attendance at meetings and similar services

- necessitated by the inclusion of a provision for liquidated damages in the Contract Documents;
- .17 Services related to regional storm water studies; or
- .18 Services related to building permitting in excess of forty (40) hours; or additional permitting beyond the initial permit submission.
- .19 An "Issued for Construction Set" is not included. It is an additional negotiated fee.
- .20 Assistance in Construction Manager selection process.
- .21 Providing review, assistance, design or documentation of value engineering is an additional fee.

§ 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 beyond the services performed provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager'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 Construction Manager 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 Construction Manager
- .2 « One per every two weeks » (« 1/every other week ») visits to the site by the Architect during construction
- .3 « Two » (« 2 ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 « Two » (« 2 ») inspections for any portion of the Work to determine final completion

§ 4.2.4 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.

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 retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 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, including design changes necessitated by unforeseen conditions or concealed conditions, or a reasonable number of conflicts, errors or inconsistencies in the Contract Documents within the standard of care set forth herein. 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 and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

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

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

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and 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.

§ 5.6 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.

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

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 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.

§ 5.10 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.

§ 5.11 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.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager 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.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager 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 Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager 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 Construction Manager, including the General Conditions of the Contract for Construction.

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

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

§ 5.17 The Owner shall contract separately for the consulting services in this Article 5. Unless otherwise indicated herein, the services to be provided by Owner's consultants shall be performed by licensed professionals who shall affix their seals on the appropriate documents prepared by them. The Owner shall require its consultants to coordinate their drawings and other instruments of service with those of the Architect and to advise the Architect of any potential conflicts. The Architect shall have no responsibility for the components of the Project designed by Owner's consultants or for the adequacy of their drawings or other documentation. Review by the Architect of the work product of Owner's consultants is solely for consistency with the Architect's design concept of the Project. The Architect shall be entitled to rely on the technical sufficiency and timely delivery of documents and services furnished by those consultants in connection with such work product and shall not be required to review or verify calculations, designs or other documentation for compliance with applicable codes, laws, ordinances, rules and regulations nor shall Architect be responsible to discover errors or omissions in such documents or services. To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Architect and its consultants from and against all claims, damages, losses and expenses, including attorney's fees, arising out of services performed by Owner's consultants even if Owner contends the Architect or its consultants should have discovered errors or omissions in the services of Owner's consultant.

§ 5.18 If the Owner deviates from or authorizes deviations, recorded or unrecorded, from the Contract Documents without the written agreement of the Architect, the Owner shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Architect and its consultants from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from such deviations.

§ 5.19 The Owner shall include in all contracts for construction Articles 3.5 and 3.18 of the AIA A-201 General Conditions of the Contract for Construction, 2017 Edition.

§ 5.20 The Owner shall include in all contracts for construction the requirement that the contractor(s) name the Owner and Architect as additional insureds on all liability insurance policies required of the Contractor(s) for the Project. Such insurance shall be required to be primary and non-contributory over any insurance carried by the Owner or Architect.

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 the Construction Manager's 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 compensation of the Construction Manager for Preconstruction Phase services; 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 the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. At the commencement of construction, the design contingency shall be reduced to three (3%) percent of the construction budget to cover ambiguities, inconsistencies, incompleteness, errors or omissions in the drawings, specifications or other documentation furnished by the Architect. The Architect shall not be liable for errors or omissions unless such errors or omissions both exceed the contingency and constitute a breach of the standard of care set forth herein. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review, but in no event shall the Architect be liable if the bids of Cost of the Work exceed the estimate or the Owner's budget.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Schematic Design Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, 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. If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect is entitled to additional services to make appropriate recommendations to adjustments to the project.

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

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, as an Additional Service, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

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

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the 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, and maintaining, and for informational purposes only in connection with any alteration or addition 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 Construction Manager, 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 or if the Architect is terminated without cause as provided in Article 9.5, 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 or obtaining the written consent of the Architect 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 defend, indemnify and hold harmless the Architect and its consultants from all claims, liabilities, damages, losses, 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..

§ 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.

§ 7.6 The following provisions apply to any Instruments of Service provided in electronic format:

§ 7.6.1 The official Instruments of Service are the signed and sealed Drawings and Specification issued in paper format for use in connection with the Project.

§ 7.6.2 The Architect may, in its sole discretion, provide for use to Owner and/or Construction Manager from time to time upon request by Owner and/or Construction Manager for their convenience, the Architect's Building Information Model ("BIM") and/or CAD or other electronic files. The design documents, calculations, drawings, details, backgrounds and other information prepared by the Architect in electronic format, whether incorporated in the BIM Model or in CAD format (hereinafter collectively referred to as "Electronic Instruments of Service") are instruments of the professional architectural service intended for use only in connection with the construction of this Project. The Electronic Instruments of Service are and shall remain the property of the Architect.

§ 7.6.3 The Electronic Instruments of Service are provided for the sole purpose of communicating the state of the design to date, and the Owner and Construction Manager acknowledge that such Electronic Instruments of Service may not be final or complete. The Owner and Construction Manager acknowledges that use by Owner and/or Construction Manager or their Contractors of the Electronic Instruments of Service is at their own sole risk and responsibility. Under no circumstances shall such Electronic Instruments of Service be used on other projects, for additions to the Project or completion of this Project by another design professional without the written consent of the Architect. Any such use or reuse by the Owner and/or Construction Manager or others without the written consent of the Architect for the specific purpose intended shall be at each of their sole risk and without liability to the Architect. The Owner shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Architect and its consultants from all claims, liabilities, damages, losses and expenses, including attorneys fees, arising out of or resulting from the Owner and/or Construction Manager's use or reuse of Electronic Instruments of Service or any use in violation of any terms of this Article. Any such consent or adaptation for use shall entitle the Architect to further compensation at rates to be mutually agreed upon by the Owner and Architect.

§ 7.6.4 Because of the possibility that data stored on electronic media or delivered in machine readable format may be subject to alteration, deterioration, incompatibility, translation and readability issues, whether inadvertently or otherwise, the Owner agrees that the Architect shall not have responsibility or liability in connection with the completeness, accuracy or correctness of the Electronic Instruments of Service, information and data and use by the Owner and/or its Construction Manager is at their sole risk and responsibility. The Architect reserves the right to retain hard copy originals of all Project documentation delivered to the Owner and/or its Construction Manager in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the hard copy originals and the electronic information. No software shall be transferred to the Owner and/or its Construction Manager. The Owner's and/or its Construction Manager's right to use Electronic Instruments of Service or to use the paper Instruments of Services prepared by the Architect is conditional upon the Owner in full compliance with its obligations under this Agreement.

§ 7.6.5 The Owner and/or its Construction Manager acknowledge and understand that the use and automated conversion of information and data in the Electronic Instruments of Service provided by the Architect to a derivative work, model, or alternate system, format or version by the Owner and/or its Construction Manager may not be accomplished without the introduction of inexactitudes, anomalies, or errors. In the event the Electronic Instruments of Service provided are so used or converted, the Owner agrees to assume all risks associated therewith and releases the Architect from such responsibility, and to the fullest extent permitted by law, the Owner shall defend, indemnify, and hold harmless the Architect and its consultants from and against all claims, liabilities, losses, damages and expenses, including, but not limited to, attorney's fees, arising in connection therewith.

§ 7.6.6 The electronic data files are intended to work only as described in the Agreement. These files are compatible only on AutoCAD 2012 or Revit Architecture 2012 or later releases. The Owner shall verify drawing release number and file format with the Architect at the time the files are transmitted. The Architect makes no warranty as to the compatibility of the Electronic Instruments of Service.

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 Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein. The Owner shall name or require that its contractor(s) name the Architect as an additional insured under any Builders Risk or property insurance policy maintained on the Project.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages including, without limitations, lost profits, lost revenues, delay damages, loss of market, financing charges, interest and overhead, for claims, disputes, or other matters in question arising out of or relating to this Agreement or the services provided. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to litigation. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or litigation. Prior to the initiation of mediation, on written notice of either party to the other of an intent to mediate a dispute under this Agreement, each party shall designate a representative and shall meet within five (5) days after service of the notice of intent to mediate. The parties shall attempt to resolve the dispute through negotiation within ten (10) days of the meeting. Should the parties be unable to agree on a resolution with such ten (10) day period, the parties shall proceed to mediation as set forth herein.

§ 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 or such other forum as the Owner and Architect may mutually agree in accordance with the administrative rules of the mediation service 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 but, in such event, mediation shall proceed in advance of litigation, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

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

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

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

« »

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

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. The Owner shall promptly pay the Architect all sums due prior to suspension and any expenses incurred in the interruption. Upon resumption of the Architect's services, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

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

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

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

.1 Termination Fee:

Equal to the remaining balance of the stipulated sum fee for that remaining portion of that phase defined in Article 11.

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

\$1,000,000

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement, not defined herein, shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 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 prompt 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 non-public 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
(Insert amount)

<>

- .2 Percentage Basis
(Insert percentage value)

«Eleven Percent» («11») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

To begin the work, the design fee will be based on a \$7,000,000 cost of construction, and \$9,000,000 total project budget. Should that number increase, as the fee is percentage based, it will adjust accordingly. However, as a base set of assumptions for design, should that number decrease, the fee will not decrease.

The team will develop Schematic Design services in accordance with Section 3.3, and will pause at the end of that phase for the purposes of obtaining a third party cost estimate on the cost of the Project. Per Section 11.5, the Schematic Design portion of the fee is 15% of the overall design fee listed above as 11% of the \$7,000,000. As such, the design team will perform Schematic Design duties for the set fee of \$115,500. If the City elects to proceed with the project, the team will then reestablish the fee for the remaining phases based on the adjusted estimated number.

.3 Other
(Describe the method of compensation)

« »

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

On the basis of the hourly rates described in the attached Hourly Rate Schedule for the professional and technical employees engaged on the Project plus Reimbursable Expenses, unless agreed to separately in writing.

§ 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.)

On the basis of the hourly rates described in the attached Hourly Rate Schedule for the professional and technical employees engaged on the Project plus Reimbursable Expenses, unless agreed to separately in writing

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus 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	« fifteen »	percent (	« 15 »	%)
Design Development Phase	« twenty »	percent (	« 20 »	%)
Construction Documents Phase	« forty »	percent (	« 40 »	%)
Bidding and Negotiation Phase	« five »	percent (	« 5 »	%)
Construction Phase	« twenty »	percent (	« 20 »	%)
Total Basic Compensation	one hundred	percent (	100	%)

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

§ 11.6 When compensation 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 periodically 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.)

As follows:

Employee or Category	Rate (\$0.00)
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Effective December 1st, 2024*

Arch V	\$320.00
Arch IV	270.00
Arch III	230.00
Arch II	190.00
Arch I	150.00
Interior Designer IV	260.00
Interior Designer III	210.00
Interior Designer II	170.00
Interior Designer I	140.00
Intern	85.00
Project Administrator	140.00

*Rates are subject to adjustment each November 1st.

§ 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 2.6 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 2.6, and for which the Owner shall reimburse the Architect.)

« »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of «» (\$ «») 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 «sixty» («60») 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.)

« In accordance with the Local Government Prompt Payment Act if applicable, or if not applicable, one percent per month » % «»

§ 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.)

N/A

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 B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 Other documents:
(List other documents, if any, forming part of the Agreement.)

N/A.

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

OWNER (Signature)

« »« »

(Printed name and title)

OWNER (Signature)

« »« »

(Printed name and title)

ARCHITECT (Signature)

Andrew J. Jasek, AIA
Vice President, Managing Director

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

ARCHITECT (Signature)

Brian Wright, AIA
Principal in Charge

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