

Consent Agenda

September 14, 2021

MET IN REGULAR SESSION

The Board of Supervisors met in regular session at 10:00 A.M. All members present. Chairman Belt presiding.

PLEDGE OF ALLEGIANCE

1. CONSENT AGENDA

After discussion was held by the Board, a Motion was made by Wichman, and second by Shea to approve:

- A. September 7, 2021, Minutes as read.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Motion by Wichman, second by Shea, to approve Second Consideration of **Ordinance No. 2021-05** entitled: An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the Heartland Ridge Subdivision Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa (First Consideration), and to adopt said ordinance into law.

POTTAWATTAMIE COUNTY, IOWA ORDINANCE NO. 2021-05

An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the Heartland Ridge Subdivision Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa

BE IT ENACTED by the Board of Supervisors of Pottawattamie County, Iowa:

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property in the Heartland Ridge Subdivision Urban Renewal Area, each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by Pottawattamie County to finance projects in such area.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

“County” shall mean Pottawattamie County, Iowa.

“Urban Renewal Area” shall mean the taxable real property situated in Heartland Ridge Subdivision Urban Renewal Area, the boundaries of which are set out below, such property having been identified in the Urban Renewal Plan approved by the Board of Supervisors by resolution adopted on September 7, 2021:

Certain real property situated in Pottawattamie County, State of Iowa, more particularly described as follows:

PARCEL "A" BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 24, ALL IN TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5TH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 24;

THENCE ON THE NORTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 87 DEGREES 34 MINUTES 51 SECONDS EAST, 1372.59 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL (G66), SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE NORTHERLY, TO WHICH POINT A RADIAL LINE BEARS SOUTH 09 DEGREES 29 MINUTES 29 SECONDS WEST, 3324.30 FEET;

THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE AND EASTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 06 DEGREES 15 MINUTES 28 SECONDS, 363.07 FEET;

THENCE SOUTH 16 DEGREES 38 MINUTES 25 SECONDS WEST, 1201.92 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 883.09 FEET;

THENCE SOUTHWESTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 77 DEGREES 31 MINUTES 18 SECONDS, 1194.83 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE FORMER WABASH RAILROAD COMPANY (WABASH TRACE TRAIL, BOOK 91, PAGE 21365, POTTAWATTAMIE COUNTY RECORDER'S OFFICE);

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. NORTH 85 DEGREES 50 MINUTES 17 SECONDS WEST, 1156.90 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 1385.15 FEET;
2. WESTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 00 MINUTES 03 SECONDS, 749.45 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER (SW1/4SE1/4);

THENCE ON SAID EAST LINE, NORTH 02 DEGREES 15 MINUTES 16 SECONDS EAST, 223.04 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4SE1/4);

THENCE ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4SE1/4), NORTH 88 DEGREES 44 MINUTES 53 SECONDS WEST, 260.77 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID FORMER WABASH RAILROAD COMPANY, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, TO WHICH POINT A RADIAL LINE BEARS SOUTH 49 DEGREES 16 MINUTES 09 SECONDS, 1385.15 FEET;

THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. NORTHERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 51 DEGREES 39 MINUTES 19 SECONDS, 1248.78 FEET;
2. NORTH 10 DEGREES 55 MINUTES 28 SECONDS EAST, 181.35 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE1/4);

THENCE ALONG SAID NORTH LINE, SOUTH 89 DEGREES 08 MINUTES 38 SECONDS EAST, 1901.57 FEET TO THE POINT OF BEGINNING

SAID PARCEL "A" CONTAINS AN AREA OF 5,735,794 SQUARE FEET (131.676 ACRES), MORE OR LESS.

Section 3. Provisions for Division of Taxes Levied on Taxable Property in the Urban Renewal Area. After the effective date of this ordinance, the taxes levied on the taxable property in the Urban Renewal Area each year by and for the benefit of the State of Iowa, the County and any city, school district or other taxing district in which the Urban Renewal Area is located, shall be divided as follows:

(a) that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the County certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the Urban Renewal Area on the effective date of this ordinance, but to which the territory has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of January 1 of the calendar year preceding the effective date of the ordinance which amends the plan for the Urban Renewal Area to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

(b) that portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the County to pay the principal of and interest on loans, moneys advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9(1), of the Code of Iowa, incurred by the County to finance or refinance, in whole or in part, projects in the Urban Renewal Area, and to provide assistance for low and moderate-income family housing as provided in Section 403.22, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa, taxes for the instructional support levy of a school district imposed pursuant to Section 257.19 of the Code of Iowa and taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the taxing district without limitation by the provisions of this ordinance. Unless and until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in such area as shown by the assessment roll referred to in subsection (a) of this section, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

(c) the portion of taxes mentioned in subsection (b) of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the County for the payment of the principal and interest on loans, advances, bonds issued under the authority of Section 403.9(1) of the Code of Iowa, or indebtedness incurred by the County to finance or refinance in whole or in part projects in the Urban Renewal Area.

(d) as used in this section, the word "taxes" includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed and approved by the Board of Supervisors of Pottawattamie County, Iowa, on the 14th day of September, 2021.

Dated this 14th Day of September, 2021.

	ROLL CALL VOTE			
	AYE	NAY	ABSTAIN	ABSENT
_____ Scott A. Belt, Chairman	○	○	○	○
_____ Tim Wichman	○	○	○	○
_____ Lynn Grobe	○	○	○	○
_____ Justin Schultz	○	○	○	○
_____ Brian Shea	○	○	○	○

ATTEST: _____
Melvyn Houser, County Auditor

Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea. Motion Carried.

Motion made by Wichman, second by Schultz, to approve and authorize Board to sign Amendment to 28E Agreement with Mills County for Electrical Inspection Assistance.
UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Schultz, to approve and authorize the Board to sign **Resolution No 101-2021** approving the Iowa Waste Systems Association 2022 Solid Waste Comprehensive Plan Update.

RESOLUTION NO. 101-2021

RESOLUTION APPROVING THE IOWA WASTE SYSTEMS ASSOCIATION 2022 SOLID WASTE COMPREHENSIVE PLAN UPDATE.

WHEREAS, section 455B.302 of the Code of Iowa requires every city and county of this state to provide for the establishment and operation of a comprehensive solid waste reduction program consistent with the waste management hierarchy under section 455B.301A, and a sanitary disposal project for final disposal of solid waste by its residents; and

WHEREAS, section 455B.302(1) of the Code of Iowa requires that all cities and counties file with the director of the Iowa Department of Natural Resources a comprehensive plan detailing the method by which the city or county will comply with the requirements of section 455B.302 to establish and implement a comprehensive solid waste reduction program for its residents; and

WHEREAS, a comprehensive plan, as described in section 455B.306 of the Code of Iowa has been prepared at the direction of and in participation with the County of Pottawattamie County, SCS Engineers, and dated June 28, 2021; and

WHEREAS, the County of Pottawattamie County has determined that the adoption and implementation of the proposed comprehensive plan is in the best interest of the County of Pottawattamie County with respect to satisfying the County of Pottawattamie County statutory duties.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE County of Pottawattamie County that the proposed comprehensive plan is hereby adopted as the comprehensive solid waste reduction plan of the County of Pottawattamie County.

AND BE IT FURTHER RESOLVED that the Southwest Iowa Solid Waste Management Agency shall implement and participate in the programs set forth in the comprehensive plan.

AND BE IT FURTHER RESOLVED that the comprehensive plan shall be submitted to the Iowa Department of Natural Resources, on behalf of the County of Pottawattamie County in satisfaction of section 455B.306(1) of the Code of Iowa.

Dated this 14th Day of September, 2021.

	ROLL CALL VOTE			
	AYE	NAY	ABSTAIN	ABSENT
_____ Scott A. Belt, Chairman	○	○	○	○
_____ Tim Wichman	○	○	○	○
_____ Lynn Grobe	○	○	○	○
_____ Justin Schultz	○	○	○	○
_____ Brian Shea	○	○	○	○

ATTEST: _____
Melvyn Houser, County Auditor

Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea. Motion Carried.

Motion made by Wichman, second by Schultz, to approve and authorize Chairman to sign 28E Agreement with Iowa Department of Natural Resources for private well permitting. UNANIMOUS VOTE. Motion Carried.

3. OTHER BUSINESS

Motion made by Shea, second by Wichman, to accept Resignation Letter of County Recorder Mark Brandenburg, effective October 8th, 2021. UNANIMOUS VOTE. Motion Carried.

4. RECEIVED/FILED

- A. Salary Actions
 - 1) Sheriff – Payroll Status Change for Lee Volkens
 - 2) Communications – Payroll Status Change for Colleen Sylvis
 - 3) Jail – Payroll Status Change of Corey Little
- B. Reports
 - 1) Recorder’s Fee Book for August 2021

5. ADJOURN

Motion by Wichman, second by Shea , to adjourn meeting. UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 10:28 AM.

Scott A. Belt, Chairman

ATTEST: _____
Becky Lenihan, Finance & Tax Officer

APPROVED: September 21, 2021
PUBLISH: X

September 14, 2021

MET IN REGULAR SESSION

The Board of Supervisors met in regular session at 1:00 P.M. All members present. Chairman Belt presiding.

PLEDGE OF ALLEGIANCE

1. SCHEDULED SESSIONS

Motion by Shea, second by Wichman, to approve and authorize Board to sign Resolution No. 100-2021 entitled: RESOLUTION DIRECTING SALE OF \$5,955,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION LOCAL OPTION SALES AND SERVICE TAX BONDS, SERIES 2021C.

RESOLUTION NO. 100-2021

RESOLUTION DIRECTING SALE OF \$5,955,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION LOCAL OPTION SALES AND SERVICE TAX BONDS, SERIES 2021C

WHEREAS, bids have been received for the Bonds described as follows and the best bid received (with permitted adjustments, if any) is determined to be the following:

\$5,955,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION LOCAL OPTION SALES AND SERVICE TAX BONDS, SERIES 2021C

Bidder: FHN Financial of New York, NY. The terms of award:

Final Par Amount as adjusted: \$5,955,000
Purchase Price as adjusted: \$ 6,146,948.90
True Interest Rate: 1.5978%
Net Interest Cost: \$851,912

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA:

Section 1. That the bid for the Bonds as above set out is hereby determined to be the best and most favorable bid received and, the Bonds are hereby awarded as described above.

Section 2. That the statement of information for Bond bidders and the form of contract for the sale of the Bonds are hereby approved and the Chairperson and Auditor are authorized to execute the same on behalf of the County.

Section 3. That the notice of the sale of the Bonds heretofore given and all acts of the County Treasurer and other officials done in furtherance of the sale of the Bonds are hereby ratified and approved.

Dated this 14th Day of September, 2021.

Table with 5 columns: Name, AYE, NAY, ABSTAIN, ABSENT. Rows include Scott A. Belt, Tim Wichman, Lynn Grobe, Justin Schultz, and Brian Shea.

ATTEST: Melvyn Houser, County Auditor

Roll Call Vote: AYES: Belt, Wichman, Grobe, Shultz, Shea

2. ADJOURN

Motion by Wichman, second by Shea , to adjourn meeting.
UNANIMOUS VOTE. Motion Carried. ___

THE BOARD ADJOURNED SUBJECT TO CALL AT _1:08 P.M.

Scott A. Belt, Chairman

ATTEST:

Becky Lenihan, Finance & Tax Officer

APPROVED: September 21, 2021

PUBLISH: X

Scheduled Sessions

**Matt Wyant/Director, Planning and Zoning and/or Pam
Kalstrup, Acting Director:**

**Public Hearing on Proposed Development Agreement
with JJHP, LLC; and Discussion and/or decision to
approve and authorize the Board to sign Resolution No
102-2021 entitled: Resolution Approving Development
Agreement with JJHP, LLC, Authorizing Tax Increment
Payments and Pledging Certain Tax Increment Revenues
to the Payment of the Agreement.**

RESOLUTION NO. 102-2021

Resolution Approving Development Agreement with JJHP, LLC, Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

WHEREAS, Pottawattamie County, Iowa (the “County”), pursuant to and in strict compliance with all laws applicable to the County, and in particular the provisions of Chapter 403 of the Code of Iowa, has previously adopted an Urban Renewal Plan for the Heartland Ridge Subdivision Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, the Board has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the County for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, a certain Development Agreement (the “Agreement”) between the County and JJHP, LLC, (the “Developer”) has been prepared in connection with the construction of public infrastructure necessary to support the development of a residential subdivision in the Urban Renewal Area (the “Project”); and

WHEREAS, under the Agreement, the County would provide tax increment payments to the Developer in a total amount not exceeding \$4,000,000; and

WHEREAS, the Board of Supervisors, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on September 21, 2021, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a County may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a Board of Supervisors must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a Board of Supervisors must consider any or all of a series of factors; and

WHEREAS, pursuant to the Plan and Chapter 403 of the Code of Iowa, the County may undertake projects and initiatives for the promotion of economic development;

NOW, THEREFORE, It Is Resolved by the Board of Supervisors of Pottawattamie County, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the Board hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Pottawattamie County and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs and housing opportunities, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The Board further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Developer.

Section 3. The Agreement is hereby approved and the Chairperson and County Auditor are hereby authorized and directed to execute and deliver the Agreement on behalf of the County, in substantially the form and content in which the Agreement has been presented to this

Board of Supervisors, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. As provided and required by Chapter 403 of the Code of Iowa, the County's obligations under the Agreement shall be payable solely from a subfund (the "JJHP, LLC Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property described as follows:

PARCEL "A" BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 24, ALL IN TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5TH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 24;

THENCE ON THE NORTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 87 DEGREES 34 MINUTES 51 SECONDS EAST, 1372.59 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL (G66), SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE NORTHERLY, TO WHICH POINT A RADIAL LINE BEARS SOUTH 09 DEGREES 29 MINUTES 29 SECONDS WEST, 3324.30 FEET;

THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE AND EASTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 06 DEGREES 15 MINUTES 28 SECONDS, 363.07 FEET;

THENCE SOUTH 16 DEGREES 38 MINUTES 25 SECONDS WEST, 1201.92 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 883.09 FEET;

THENCE SOUTHWESTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 77 DEGREES 31 MINUTES 18 SECONDS, 1194.83 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE FORMER WABASH RAILROAD COMPANY (WABASH TRACE TRAIL, BOOK 91, PAGE 21365, POTTAWATTAMIE COUNTY RECORDER'S OFFICE);

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. NORTH 85 DEGREES 50 MINUTES 17 SECONDS WEST, 1156.90 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 1385.15 FEET;
2. WESTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 00 MINUTES 03 SECONDS, 749.45 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER (SW1/4SE1/4);

THENCE ON SAID EAST LINE, NORTH 02 DEGREES 15 MINUTES 16 SECONDS EAST, 223.04 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4SE1/4);

THENCE ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4SE1/4), NORTH 88 DEGREES 44 MINUTES 53 SECONDS WEST, 260.77 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID FORMER WABASH RAILROAD COMPANY, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, TO WHICH POINT A RADIAL LINE BEARS SOUTH 49 DEGREES 16 MINUTES 09 SECONDS, 1385.15 FEET;

THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. NORTHERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 51 DEGREES 39 MINUTES 19 SECONDS, 1248.78 FEET;
2. NORTH 10 DEGREES 55 MINUTES 28 SECONDS EAST, 181.35 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE1/4);

THENCE ALONG SAID NORTH LINE, SOUTH 89 DEGREES 08 MINUTES 38 SECONDS EAST, 1901.57 FEET TO THE POINT OF BEGINNING

SAID PARCEL "A" CONTAINS AN AREA OF 5,735,794 SQUARE FEET (131.676 ACRES), MORE OR LESS.

Section 5. The County hereby pledges to the payment of the Agreement the JJHP, LLC Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Pottawattamie County to evidence the continuing pledging of the JJHP, LLC Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Dated this 21st Day of September, 2021.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
<hr/> Scott A. Belt, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<hr/> Tim Wichman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<hr/> Lynn Grobe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<hr/> Justin Schultz	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<hr/> Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

ATTEST:

Melvyn Houser, County Auditor

DEVELOPMENT AGREEMENT

This Agreement is entered into between Pottawattamie County, Iowa (the “County”) and JJHP, LLC (the “Developer”) as of the ____ day of _____, 2021 (the “Commencement Date”).

WHEREAS, the County has established the Heartland Ridge Subdivision Urban Renewal Area (the “Urban Renewal Area”) and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Developer owns certain property in the Urban Renewal Area, the legal description of which is set out in Exhibit A hereto (the “Property”), and the Developer has undertaken the development of a residential subdivision (the “Housing Project”) on the Property, including the construction of certain public infrastructure improvements in connection therewith (the “Infrastructure Project”); and

WHEREAS, the Developer has requested that the County provide tax increment financing assistance for the Infrastructure Project; and

WHEREAS, the Iowa Urban Renewal law requires that any project related to housing which receives tax increment financing assistance must also generate funds to be used to provide assistance related to housing for low and moderate income families; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Developer’s Covenants:

1. Housing Project, Subdivision, and Infrastructure Project Construction. The Developer agrees to submit a detailed site plan (the “Site Plan”) for the development of the Housing Project for review and approval by the Board of Supervisors of the County. Upon approval by the Board of Supervisors, the Site Plan shall be attached hereto as Exhibit B. The Developer agrees to construct the Housing Project on the Property in accordance with the Site Plan. Prior to beginning construction of the Housing Project, the Developer will subdivide the Property in accordance with applicable ordinances and regulations.

2. Infrastructure Project Construction and Costs. The Developer agrees to cause the construction of the Infrastructure Project in accordance with the timeline and specifications set forth on Exhibit C hereto. Prior to constructing the Infrastructure Project, the Developer will submit copies of all engineering documents related to the proposed Infrastructure Project to the County. The County may request reasonable changes in such documents, to ensure compliance with any applicable ordinances or regulations.

The County shall retain all rights to inspect the Infrastructure Project for quality of work and full compliance with all applicable laws, ordinances and regulations. Nothing in this

subsection shall be interpreted as limiting the County's rights to not accept the work if the Infrastructure Project is not completed to the satisfaction of the County.

Upon completion of the Infrastructure Project, provided that (i) such improvements are of the type ordinarily dedicated to the County in connection with housing development projects; (ii) the County confirms to the Developer in writing that such completed improvements meet County requirements; and (iii) the County accepts such Infrastructure Project in accordance with State law, the Developer will provide the County with either a deed or permanent easement to the improvements and related right-of-way comprising the Infrastructure Project, which shall thereafter be maintained by the County.

3. Infrastructure Project Costs Documentation. Upon completion of the Infrastructure Project, the Developer agrees to provide documentation (the "Costs Documentation") detailing the costs (the "Infrastructure Costs") incurred in the completion thereof. Such Infrastructure Costs may include all infrastructure-related land acquisition costs; cost of designing and constructing the Infrastructure Project; landscaping and grading all land for the Infrastructure Project; interest expense and other costs of financing the Infrastructure Project; expenses related to the management of the construction of the Infrastructure Project in an amount not to exceed six percent (6%) of the Infrastructure Costs; and other reasonably related costs of carrying out the Infrastructure Project, including legal fees as provided for in this Agreement. The Infrastructure Costs shall not include such costs as are incurred in the completion of the Housing Project.

The Costs Documentation will be accompanied by invoices, and such other documentation as is reasonably requested by the County, confirming that the Infrastructure Costs detailed in such Costs Documentation were in fact incurred in the installation of the Infrastructure Project and that such costs are of an amount reasonably to have been expected with respect to such installation. The Developer will include a cover page in the form attached hereto as Exhibit D with its submittal of the Costs Documentation.

4. Developer's Certifications – Phases; Base Valuation. The Developer shall have the right to divide the taxable parcels comprising the Property into four (4) phases (the "Phases" and, individually, each a "Phase") for purposes of calculating and administering the Payments (as hereinafter defined). The Developer agrees to certify (each a "Triggering Certification") to the County its intent to begin the process of dividing Incremental Property Tax Revenues (as hereinafter defined) from each Phase. Each Triggering Certification shall be made by no later than October 15 of the year immediately preceding the fiscal year in which the Developer intends for the Payments (as hereinafter defined) to begin for each Phase. The Developer hereby acknowledges that the submission of the initial Worksheet (as defined in Section A.5 of this Agreement) for any particular Phase will satisfy the requirements of this Section A.4. The Developer agrees that the initial Triggering Certification shall be made no later than October 15, 2025.

The Developer agrees that the taxable base valuation (the "Base Valuation") of the Property for purposes of calculating Incremental Property Tax Revenues (as hereinafter defined) under Section 403.19 of the Code of Iowa and this Agreement shall be the taxable valuation of the Property shown on the property tax rolls of Pottawattamie County tax rolls as of January 1 of

the year prior to the year in which the Triggering Certification for the first Phase is filed with the County. The Base Valuation shall be apportioned between Phases on a pro rata basis, and the apportioned Base Valuation for each such Phase shall be recorded in Section 3 of the Worksheet (as hereinafter defined) for each Phase.

5. Property Tax Payment Certification. The Developer agrees to certify to the County by no later than October 15 of each year during the Term (as hereinafter defined) commencing October 15 of the year in which the Triggering Certification is made for the first Phase, an amount (each, the “Developer’s Estimate”) equal to the estimated Incremental Property Tax Revenues, as hereinafter defined, anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of each of the then-certified Phases of the Property. However, the Developer shall only have the right to include incremental valuation from a particular Phase in the Developer’s Estimate for a period not in excess of eleven (11) years.

In submitting each such Developer’s Estimate for each Phase, the Developer will complete and submit the worksheet (the “Worksheet”) attached hereto as Exhibit E. Each Developer’s Estimate shall be divided into two figures: (1) 45.03% shall be designated as the “LMI Amount” (see Section B.5 below); and (2) 54.97% shall be designated as the “Projected Payment Amount.” A separate Worksheet must be submitted for each Phase. The County reserves the right to review and request revisions to each such Developer’s Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the relevant Phase of the Property, as shown on the property tax rolls of Pottawattamie County, above and beyond that the Base Valuation of the lots included with each such Phase; and (4) deducting any property tax credits which shall be available with respect to the incremental valuation of the Property.

Upon request, the County staff shall provide reasonable assistance to the Developer in completing the worksheet(s) required under this Section A.5.

6. Events of Default.

A. Events of Default. The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- I. Failure by the Developer to complete construction of the Housing Project pursuant to the terms and conditions of this Agreement.
- II. Failure by the Developer to complete construction of the Infrastructure Project pursuant to the terms and conditions of this Agreement.

III. Failure by the Developer to comply with Sections A.4 and A.5 of this Agreement.

B. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the County shall provide written notice to the Developer describing the cause of the default and the steps that must be taken by the Developer in order to cure the default. The Developer shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to County that the default will be cured as soon as reasonably possible. If the Developer fails to cure the default or provide assurances, County shall then have the right to:

- I. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- II. Withhold the Payments under Section B.2 of this Agreement, such right being additional to the right of annual appropriation as set forth in Section B.3 below.

7. **Legal and Administrative Costs.** The Developer hereby acknowledges that the County will cover the initial payment of legal fees and administrative costs (the “Actual Admin Costs”) incurred by the County in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Area. Furthermore, the Developer agrees that the County shall withhold an amount (the “Admin Withholding Amount”) equal to the lesser of (1) \$ _____ or (2) the Actual Admin Costs from the initial Payments (as hereinafter set forth) in order to recover some or all of the Actual Admin Costs.

B. County’s Covenants:

1. **Review of Costs Documentation.** The County staff will review the Cost Documentation upon receipt from the Developer. If the County determines the costs set forth in the Costs Documentation are costs reasonably incurred in the construction of the Infrastructure Project, the County shall record a summary of the date, amount and nature of the costs (the “Accepted Infrastructure Costs”) on the Summary of Accepted Infrastructure Costs attached hereto as Exhibit F, and such summary shall be the official record of the Accepted Infrastructure Costs for purposes of tallying the Maximum Payment Total, as defined in Section B.2 of this Agreement.

If the County determines the Infrastructure Costs set forth in the Costs Documentation are not costs reasonably incurred in the construction of the Infrastructure Project, the County shall notify the Developer of such determination within fifteen (15) days of such determination in order to allow an opportunity for the Developer to cure the noted deficiencies.

2. **Payments.** In recognition of the Developer’s obligations set out above, the County agrees to make semiannual economic development tax increment payments (the “Payments” and, individually, each a “Payment”) to the Developer during the Term (as hereinafter defined) pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments (the “Maximum Payment Total”) shall not exceed the lesser of (i) the Accepted Infrastructure Costs, or (ii) \$4,000,000. The Payments shall be funded from the incremental valuation of any given Phase for a period not in excess of eleven

(11) years after the certification of such Phase. All Payments under this Agreement shall be subject to annual appropriation by the Board of Supervisors, as provided hereunder.

The Payments shall not constitute general obligations of the County, but shall be made solely and only from Incremental Property Tax Revenues received by the County from the Pottawattamie County Treasurer attributable to the taxable valuation of the Property.

Prior to funding any Payments under this Agreement, the County will first withhold from the Incremental Property Tax Revenues an amount equal to the Admin Withholding Amount. Once an amount equal to the Admin Withholding Amount has been withheld by the County, the Payments shall be made as hereinafter set forth.

Each Payment shall be in an amount which represents the Incremental Property Tax Revenues received by the County with respect to the incremental valuation of the Property resulting from the Housing Project during the six (6) months immediately preceding such payment date reduced by the LMI Amount as set forth in Section A.5 above and Section B.5 below.

The Payments with respect to each Phase will be made on December 1 and June 1 of each fiscal year following an affirmative appropriation decision as provided for under Section B.3 below, beginning on December 1 of the fiscal year immediately succeeding the year in which the Triggering Certification is made for such Phase, and continuing for a period of a total of eleven (11) fiscal years for each Phase, provided, however, that no Payments will be made after the sooner of (i) the date on which the aggregate sum of Payments made hereunder equals the Maximum Payment Total; or (ii) June 1, 2046.

For example, assuming the Triggering Certification for the first Phase is made October 15, 2025, and all appropriation determinations are approved affirmatively by the Board of Supervisors under Section B.3 below, then Payments for that first Phase will be made on each December 1 and June 1, beginning December 1, 2026 and continuing through the sooner of June 1, 2037 or the date on which the aggregate sum of Payments made hereunder equals the Maximum Payment Total.

3. Annual Appropriation. The Payments shall be subject to annual appropriation by the Board of Supervisors. Prior to December 1 of each year during the Term (as hereinafter defined), beginning in the fiscal year in which the Triggering Certification is filed for the first Phase, the Board of Supervisors of the County shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Developer's Estimate.

In any given fiscal year, if the Board of Supervisors determines to not obligate the then-considered Appropriated Amount, then the County will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Developer will have no rights whatsoever to compel the County to make such Payments or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the Board of Supervisors to not obligate funds for any particular fiscal year's Payments shall not

render this Agreement null and void, and the Developer shall make the next succeeding submission of the Developer's Estimate as called for in Section A.5 above, provided however that no Payment shall be made under this Agreement after June 1, 2046.

4. Payment Amounts. The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2026 and on June 1, 2027, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2025), provided, however, that no Payment shall exceed the amount of Incremental Property Tax Revenues received by the County from the Pottawattamie County Treasurer attributable to the taxable valuation of the Property minus the then-effective LMI Amount.

5. Low and Moderate Income Set Aside. On each Payment date, the County shall retain from then-accumulated Incremental Property Tax Revenues received with respect to the Property an amount equal to such accumulated Incremental Property Tax Revenues multiplied by the minimum percentage required by Section 403.22 of the Code of Iowa. As of the date of this Agreement, the applicable minimum percentage is 45.03%.

The funds retained shall be used by the County in the provision of assistance to low and moderate income families, pursuant to Section 403.22 of the Code of Iowa. The Developer may apply to the County for all or a portion of the funds set aside for assistance to low and moderate income families, provided the Developer can document to the satisfaction of the County that housing units which are located on the Property are occupied or reserved to be occupied by families which meet the required income limits of state law. The County reserves the right to allocate funds retained under this Section B.5 in any lawful manner of its choosing.

6. Certification of Payment Obligation. In any given fiscal year, if the Board of Supervisors determines to obligate the then-considered Appropriated Amount, as set forth in Section B.3 above, then the County Auditor will certify by December 1 of each such year to the Pottawattamie County Auditor (for purposes of Section 403.19 of the Code of Iowa) an amount equal to the most recently obligated Appropriated Amount for the funding of the Payments, plus the corresponding LMI Amount due in the next succeeding fiscal year.

C. Administrative Provisions:

1. Assignment. Neither party shall have the right to cause the Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the County hereby gives its permission that the Developer's rights to receive the Payments hereunder may be assigned by the Developer to a private lender, as security on a credit facility taken in connection with the Housing Project and/or the Infrastructure Project, without further action on the part of the County. This Agreement is personal to the Developer and shall not run with the Property.

2. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. **Term.** The term (the “Term”) of this Agreement shall commence on the Commencement Date and end on the date on which the last Payment is made by the County to the Developer under Section B.2 above.

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The County and the Developer have caused this Agreement to be signed in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

POTTAWATTAMIE COUNTY, IOWA

By: _____
Chairperson

Attest:

County Auditor

JJHP, LLC

By: _____
[Name, Title]

EXHIBIT A
LEGAL DESCRIPTION OF HOUSING PROPERTY

PARCEL "A" BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 24, ALL IN TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5TH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 24;

THENCE ON THE NORTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 87 DEGREES 34 MINUTES 51 SECONDS EAST, 1372.59 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL (G66), SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE NORTHERLY, TO WHICH POINT A RADIAL LINE BEARS SOUTH 09 DEGREES 29 MINUTES 29 SECONDS WEST, 3324.30 FEET;

THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE AND EASTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 06 DEGREES 15 MINUTES 28 SECONDS, 363.07 FEET;

THENCE SOUTH 16 DEGREES 38 MINUTES 25 SECONDS WEST, 1201.92 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 883.09 FEET;

THENCE SOUTHWESTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 77 DEGREES 31 MINUTES 18 SECONDS, 1194.83 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE FORMER WABASH RAILROAD COMPANY (WABASH TRACE TRAIL, BOOK 91, PAGE 21365, POTTAWATTAMIE COUNTY RECORDER'S OFFICE);

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. NORTH 85 DEGREES 50 MINUTES 17 SECONDS WEST, 1156.90 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 1385.15 FEET;
2. WESTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 00 MINUTES 03 SECONDS, 749.45 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER (SW1/4SE1/4);

THENCE ON SAID EAST LINE, NORTH 02 DEGREES 15 MINUTES 16 SECONDS EAST, 223.04 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4SE1/4);

THENCE ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4SE1/4), NORTH 88 DEGREES 44 MINUTES 53 SECONDS WEST, 260.77 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID FORMER WABASH RAILROAD COMPANY, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, TO WHICH POINT A RADIAL LINE BEARS SOUTH 49 DEGREES 16 MINUTES 09 SECONDS, 1385.15 FEET;

THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. NORTHERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 51 DEGREES 39 MINUTES 19 SECONDS, 1248.78 FEET;
2. NORTH 10 DEGREES 55 MINUTES 28 SECONDS EAST, 181.35 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE1/4);

THENCE ALONG SAID NORTH LINE, SOUTH 89 DEGREES 08 MINUTES 38 SECONDS EAST, 1901.57 FEET TO THE POINT OF BEGINNING

SAID PARCEL "A" CONTAINS AN AREA OF 5,735,794 SQUARE FEET (131.676 ACRES), MORE OR LESS.

EXHIBIT B
SITE PLAN FOR HOUSING PROJECT

EXHIBIT C
TIMELINE AND SPECIFICATIONS OF INFRASTRUCTURE PROJECT

EXHIBIT D
**FORM OF COVER PAGE FOR INFRASTRUCTURE PROJECT COSTS
DOCUMENTATION**

Date submitted: _____

Submitted by: _____

Contact information: _____

Index of Invoices/Statements Attached to substantive request:

I, the undersigned hereby certify that the costs shown on the documents referred in the index above are legitimate costs reasonably incurred in the undertaking of the Infrastructure Project.

JJHP, LLC

By: _____

Title: _____

Reviewed and accepted by Pottawattamie County, Iowa this ____ day of _____, 20__.

By: _____

County Auditor

EXHIBIT E
DEVELOPER'S ESTIMATE WORKSHEET
COMPLETE ONE FOR EACH OPERATIVE PHASE
PHASE ____

- **Is this the first worksheet for a new phase:** **Yes / No**
- **Contains the following described taxable parcels:**

(1) Date of Preparation: October ____, 20__.

(2) Assessed Taxable Valuation of Property in Phase as of January 1, 20__:

\$ _____.

(3) Base Taxable Valuation of Property in Phase:

\$ _____.

(4) Incremental Taxable Valuation of Property in Phase (2 minus 3):

\$ _____ (the "TIF Value").

(5) Current County fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):

\$ _____ per thousand of value.

(6) The TIF Value (4) factored by the Adjusted Levy Rate (5).

\$ _____ x \$ _____ /1000=\$ _____ (the "Developer's Estimate")

(7) Developer's Estimate = \$ _____

x .5497 = \$ _____ (Project Payments Amount)
x .4503 = \$ _____ (Estimated LMI Amount)

EXHIBIT F
SUMMARY OF ACCEPTED INFRASTRUCTURE COSTS

Date of Cost	Amount of Cost	Nature of Cost	Date Accepted by County

DEVELOPMENT AGREEMENT

This Agreement is entered into between Pottawattamie County, Iowa (the “County”) and JJHP, LLC (the “Developer”) as of the ____ day of _____, 2021 (the “Commencement Date”).

WHEREAS, the County has established the Heartland Ridge Subdivision Urban Renewal Area (the “Urban Renewal Area”) and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Developer owns certain property in the Urban Renewal Area, the legal description of which is set out in Exhibit A hereto (the “Property”), and the Developer has undertaken the development of a residential subdivision (the “Housing Project”) on the Property, including the construction of certain public infrastructure improvements in connection therewith (the “Infrastructure Project”); and

WHEREAS, the Developer has requested that the County provide tax increment financing assistance for the Infrastructure Project; and

WHEREAS, the Iowa Urban Renewal law requires that any project related to housing which receives tax increment financing assistance must also generate funds to be used to provide assistance related to housing for low and moderate income families; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Developer’s Covenants:

1. Housing Project, Subdivision, and Infrastructure Project Construction. The Developer agrees to submit a detailed site plan (the “Site Plan”) for the development of the Housing Project for review and approval by the Board of Supervisors of the County. Upon approval by the Board of Supervisors, the Site Plan shall be attached hereto as Exhibit B. The Developer agrees to construct the Housing Project on the Property in accordance with the ~~detailed site plan previously approved by the Board of Supervisors on _____, 20__ and set forth on Exhibit B hereto~~ Site Plan. Prior to beginning construction of the Housing Project, the Developer will subdivide the Property in accordance with applicable ordinances and regulations.

2. Infrastructure Project Construction and Costs. The Developer agrees to cause the construction of the Infrastructure Project in accordance with the timeline and specifications set forth on Exhibit C hereto. Prior to constructing the Infrastructure Project, the Developer will submit copies of all engineering documents related to the proposed Infrastructure Project to the County. The County may request reasonable changes in such documents, to ensure compliance with any applicable ordinances or regulations.

The County shall retain all rights to inspect the Infrastructure Project for quality of work and full compliance with all applicable laws, ordinances and regulations. Nothing in this subsection shall be interpreted as limiting the County's rights to not accept the work if the Infrastructure Project is not completed to the satisfaction of the County.

Upon completion of the Infrastructure Project, provided that (i) such improvements are of the type ordinarily dedicated to the County in connection with housing development projects; (ii) the County confirms to the Developer in writing that such completed improvements meet County requirements; and (iii) the County accepts such Infrastructure Project in accordance with State law, the Developer will provide the County with either a deed or permanent easement to the improvements and related right-of-way comprising the Infrastructure Project, which shall thereafter be maintained by the County.

3. Infrastructure Project Costs Documentation. Upon completion of the Infrastructure Project, the Developer agrees to provide documentation (the "Costs Documentation") detailing the costs (the "Infrastructure Costs") incurred in the completion thereof. Such Infrastructure Costs may include all infrastructure-related land acquisition costs; cost of designing and constructing the Infrastructure Project; landscaping and grading all land for the Infrastructure Project; interest expense and other costs of financing the Infrastructure Project; expenses related to the management of the construction of the Infrastructure Project in an amount not to exceed six percent (6%) of the Infrastructure Costs; and other reasonably related costs of carrying out the Infrastructure Project, including legal fees as provided for in this Agreement. The Infrastructure Costs shall not include such costs as are incurred in the completion of the Housing Project.

The Costs Documentation will be accompanied by invoices, and such other documentation as is reasonably requested by the County, confirming that the Infrastructure Costs detailed in such Costs Documentation were in fact incurred in the installation of the Infrastructure Project and that such costs are of an amount reasonably to have been expected with respect to such installation. The Developer will include a cover page in the form attached hereto as Exhibit D with its submittal of the Costs Documentation.

4. Developer's Certifications – Phases; Base Valuation. The Developer shall have the right to divide the taxable parcels comprising the Property into four (4) phases (the "Phases" and, individually, each a "Phase") for purposes of calculating and administering the Payments (as hereinafter defined). The Developer agrees to certify (each a "Triggering Certification") to the County its intent to begin the process of dividing Incremental Property Tax Revenues (as hereinafter defined) from each Phase. Each Triggering Certification shall be made by no later than October 15 of the year immediately preceding the fiscal year in which the Developer intends for the Payments (as hereinafter defined) to begin for each Phase. The Developer hereby acknowledges that the submission of the initial Worksheet (as defined in Section A.5 of this Agreement) for any particular Phase will satisfy the requirements of this Section A.4. The Developer agrees that the initial Triggering Certification shall be made no later than October 15, ~~2024~~2025.

The Developer agrees that the taxable base valuation (the "Base Valuation") of the Property for purposes of calculating Incremental Property Tax Revenues (as hereinafter defined)

under Section 403.19 of the Code of Iowa and this Agreement shall be the taxable valuation of the Property shown on the property tax rolls of Pottawattamie County tax rolls as of January 1 of the year prior to the year in which the Triggering Certification for the first Phase is filed with the County. The Base Valuation shall be apportioned between Phases on a pro rata basis, and the apportioned Base Valuation for each such Phase shall be recorded in Section 3 of the Worksheet (as hereinafter defined) for each Phase.

5. Property Tax Payment Certification. The Developer agrees to certify to the County by no later than October 15 of each year during the Term (as hereinafter defined) commencing October 15 of the year in which the Triggering Certification is made for the first Phase, an amount (each, the “Developer’s Estimate”) equal to the estimated Incremental Property Tax Revenues, as hereinafter defined, anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of each of the then-certified Phases of the Property. However, the Developer shall only have the right to include incremental valuation from a particular Phase in the Developer’s Estimate for a period not in excess of eleven (11) years.

In submitting each such Developer’s Estimate for each Phase, the Developer will complete and submit the worksheet (the “Worksheet”) attached hereto as Exhibit E. Each Developer’s Estimate shall be divided into two figures: (1) 45.03% shall be designated as the “LMI Amount” (see Section B.5 below); and (2) 54.97% shall be designated as the “Projected Payment Amount.” A separate Worksheet must be submitted for each Phase. The County reserves the right to review and request revisions to each such Developer’s Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the relevant Phase of the Property, as shown on the property tax rolls of Pottawattamie County, above and beyond that the Base Valuation of the lots included with each such Phase; and (4) deducting any property tax credits which shall be available with respect to the incremental valuation of the Property.

Upon request, the County staff shall provide reasonable assistance to the Developer in completing the worksheet(s) required under this Section A.5.

6. Events of Default.

A. Events of Default. The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- I. Failure by the Developer to complete construction of the Housing Project pursuant to the terms and conditions of this Agreement.
- II. Failure by the Developer to complete construction of the Infrastructure Project pursuant to the terms and conditions of this Agreement.
- III. Failure by the Developer to comply with Sections A.4 and A.5 of this Agreement.

B. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the County shall provide written notice to the Developer describing the cause of the default

and the steps that must be taken by the Developer in order to cure the default. The Developer shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to County that the default will be cured as soon as reasonably possible. If the Developer fails to cure the default or provide assurances, County shall then have the right to:

- I. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- II. Withhold the Payments under Section B.2 of this Agreement, such right being additional to the right of annual appropriation as set forth in Section B.3 below.

7. **Legal and Administrative Costs.** The Developer hereby acknowledges that the County will cover the initial payment of legal fees and administrative costs (the “Actual Admin Costs”) incurred by the County in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Area. Furthermore, the Developer agrees that the County shall withhold an amount (the “Admin Withholding Amount”) equal to the lesser of (1) \$ _____ or (2) the Actual Admin Costs from the initial Payments (as hereinafter set forth) in order to recover some or all of the Actual Admin Costs.

B. County’s Covenants:

1. **Review of Costs Documentation.** The County staff will review the Cost Documentation upon receipt from the Developer. If the County determines the costs set forth in the Costs Documentation are costs reasonably incurred in the construction of the Infrastructure Project, the County shall record a summary of the date, amount and nature of the costs (the “Accepted Infrastructure Costs”) on the Summary of Accepted Infrastructure Costs attached hereto as Exhibit F, and such summary shall be the official record of the Accepted Infrastructure Costs for purposes of tallying the Maximum Payment Total, as defined in Section B.2 of this Agreement.

If the County determines the Infrastructure Costs set forth in the Costs Documentation are not costs reasonably incurred in the construction of the Infrastructure Project, the County shall notify the Developer of such determination within fifteen (15) days of such determination in order to allow an opportunity for the Developer to cure the noted deficiencies.

2. **Payments.** In recognition of the Developer’s obligations set out above, the County agrees to make semiannual economic development tax increment payments (the “Payments” and, individually, each a “Payment”) to the Developer during the Term (as hereinafter defined) pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments (the “Maximum Payment Total”) shall not exceed the lesser of (i) the Accepted Infrastructure Costs, or (ii) \$4,000,000. The Payments shall be funded from the incremental valuation of any given Phase for a period not in excess of eleven (11) years after the certification of such Phase. All Payments under this Agreement shall be subject to annual appropriation by the Board of Supervisors, as provided hereunder.

The Payments shall not constitute general obligations of the County, but shall be made solely and only from Incremental Property Tax Revenues received by the County from the Pottawattamie County Treasurer attributable to the taxable valuation of the Property.

Prior to funding any Payments under this Agreement, the County will first withhold from the Incremental Property Tax Revenues an amount equal to the Admin Withholding Amount. Once an amount equal to the Admin Withholding Amount has been withheld by the County, the Payments shall be made as hereinafter set forth.

Each Payment shall be in an amount which represents the Incremental Property Tax Revenues received by the County with respect to the incremental valuation of the Property resulting from the Housing Project during the six (6) months immediately preceding such payment date reduced by the LMI Amount as set forth in Section A.5 above and Section B.5 below.

The Payments with respect to each Phase will be made on December 1 and June 1 of each fiscal year following an affirmative appropriation decision as provided for under Section B.3 below, beginning on December 1 of the fiscal year immediately succeeding the year in which the Triggering Certification is made for such Phase, and continuing for a period of a total of eleven (11) fiscal years for each Phase, provided, however, that no Payments will be made after the sooner of (i) the date on which the aggregate sum of Payments made hereunder equals the Maximum Payment Total; or (ii) June 1, ~~2045~~2046.

For example, assuming the Triggering Certification for the first Phase is made October 15, ~~2024~~2025, and all appropriation determinations are approved affirmatively by the Board of Supervisors under Section B.3 below, then Payments for that first Phase will be made on each December 1 and June 1, beginning December 1, ~~2025~~2026 and continuing through the sooner of June 1, ~~2035~~2037 or the date on which the aggregate sum of Payments made hereunder equals the Maximum Payment Total.

3. Annual Appropriation. The Payments shall be subject to annual appropriation by the Board of Supervisors. Prior to December 1 of each year during the Term (as hereinafter defined), beginning in the fiscal year in which the Triggering Certification is filed for the first Phase, the Board of Supervisors of the County shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Developer's Estimate.

In any given fiscal year, if the Board of Supervisors determines to not obligate the then-considered Appropriated Amount, then the County will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Developer will have no rights whatsoever to compel the County to make such Payments or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the Board of Supervisors to not obligate funds for any particular fiscal year's Payments shall not render this Agreement null and void, and the Developer shall make the next succeeding submission of the Developer's Estimate as called for in Section A.5 above, provided however that no Payment shall be made under this Agreement after June 1, ~~2045~~2046.

4. Payment Amounts. The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, ~~2025~~2026 and on June 1, ~~2026~~2027, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for

certification by December 1, ~~2024~~2025), provided, however, that no Payment shall exceed the amount of Incremental Property Tax Revenues received by the County from the Pottawattamie County Treasurer attributable to the taxable valuation of the Property minus the then-effective LMI Amount.

5. Low and Moderate Income Set Aside. On each Payment date, the County shall retain from then-accumulated Incremental Property Tax Revenues received with respect to the Property an amount equal to such accumulated Incremental Property Tax Revenues multiplied by the minimum percentage required by Section 403.22 of the Code of Iowa. As of the date of this Agreement, the applicable minimum percentage is 45.03%.

The funds retained shall be used by the County in the provision of assistance to low and moderate income families, pursuant to Section 403.22 of the Code of Iowa. The Developer may apply to the County for all or a portion of the funds set aside for assistance to low and moderate income families, provided the Developer can document to the satisfaction of the County that housing units which are located on the Property are occupied or reserved to be occupied by families which meet the required income limits of state law. The County reserves the right to allocate funds retained under this Section B.5 in any lawful manner of its choosing.

6. Certification of Payment Obligation. In any given fiscal year, if the Board of Supervisors determines to obligate the then-considered Appropriated Amount, as set forth in Section B.3 above, then the County Auditor will certify by December 1 of each such year to the Pottawattamie County Auditor (for purposes of Section 403.19 of the Code of Iowa) an amount equal to the most recently obligated Appropriated Amount for the funding of the Payments, plus the corresponding LMI Amount due in the next succeeding fiscal year.

C. Administrative Provisions:

1. Assignment. Neither party shall have the right to cause the Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the County hereby gives its permission that the Developer's rights to receive the Payments hereunder may be assigned by the Developer to a private lender, as security on a credit facility taken in connection with the Housing Project and/or the Infrastructure Project, without further action on the part of the County. This Agreement is personal to the Developer and shall not run with the Property.

2. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. Term. The term (the "Term") of this Agreement shall commence on the Commencement Date and end on the date on which the last Payment is made by the County to the Developer under Section B.2 above.

4. Choice of Law. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The County and the Developer have caused this Agreement to be signed in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

POTTAWATTAMIE COUNTY, IOWA

By: _____
Chairperson

Attest:

County Auditor

JJHP, LLC

By: _____
[Name, Title]

EXHIBIT A
LEGAL DESCRIPTION OF HOUSING PROPERTY

PARCEL "A" BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 24, ALL IN TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5TH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 24;

THENCE ON THE NORTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 87 DEGREES 34 MINUTES 51 SECONDS EAST, 1372.59 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL (G66), SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE NORTHERLY, TO WHICH POINT A RADIAL LINE BEARS SOUTH 09 DEGREES 29 MINUTES 29 SECONDS WEST, 3324.30 FEET;

THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE AND EASTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 06 DEGREES 15 MINUTES 28 SECONDS, 363.07 FEET;

THENCE SOUTH 16 DEGREES 38 MINUTES 25 SECONDS WEST, 1201.92 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 883.09 FEET;

THENCE SOUTHWESTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 77 DEGREES 31 MINUTES 18 SECONDS, 1194.83 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE FORMER WABASH RAILROAD COMPANY (WABASH TRACE TRAIL, BOOK 91, PAGE 21365, POTTAWATTAMIE COUNTY RECORDER'S OFFICE);

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. NORTH 85 DEGREES 50 MINUTES 17 SECONDS WEST, 1156.90 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 1385.15 FEET;
2. WESTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 00 MINUTES 03 SECONDS, 749.45 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER (SW1/4SE1/4);

THENCE ON SAID EAST LINE, NORTH 02 DEGREES 15 MINUTES 16 SECONDS EAST, 223.04 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4SE1/4);

THENCE ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4SE1/4), NORTH 88 DEGREES 44 MINUTES 53 SECONDS WEST, 260.77 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID FORMER WABASH RAILROAD COMPANY, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, TO WHICH POINT A RADIAL LINE BEARS SOUTH 49 DEGREES 16 MINUTES 09 SECONDS, 1385.15 FEET;

THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. NORTHERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 51 DEGREES 39 MINUTES 19 SECONDS, 1248.78 FEET;
2. NORTH 10 DEGREES 55 MINUTES 28 SECONDS EAST, 181.35 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE1/4);

THENCE ALONG SAID NORTH LINE, SOUTH 89 DEGREES 08 MINUTES 38 SECONDS EAST, 1901.57 FEET TO THE POINT OF BEGINNING

SAID PARCEL "A" CONTAINS AN AREA OF 5,735,794 SQUARE FEET (131.676 ACRES), MORE OR LESS.

EXHIBIT B
SITE PLAN FOR HOUSING PROJECT

EXHIBIT C
TIMELINE AND SPECIFICATIONS OF INFRASTRUCTURE PROJECT

EXHIBIT D
**FORM OF COVER PAGE FOR INFRASTRUCTURE PROJECT COSTS
DOCUMENTATION**

Date submitted: _____

Submitted by: _____

Contact information: _____

Index of Invoices/Statements Attached to substantive request:

I, the undersigned hereby certify that the costs shown on the documents referred in the index above are legitimate costs reasonably incurred in the undertaking of the Infrastructure Project.

JJHP, LLC

By: _____

Title: _____

Reviewed and accepted by Pottawattamie County, Iowa this ____ day of _____, 20__.

By: _____

County Auditor

EXHIBIT E
DEVELOPER'S ESTIMATE WORKSHEET
COMPLETE ONE FOR EACH OPERATIVE PHASE
PHASE ____

- **Is this the first worksheet for a new phase: Yes / No**
- **Contains the following described taxable parcels:**

(1) Date of Preparation: October ____, 20__.

(2) Assessed Taxable Valuation of Property in Phase as of January 1, 20__:

\$ _____.

(3) Base Taxable Valuation of Property in Phase:

\$ _____.

(4) Incremental Taxable Valuation of Property in Phase (2 minus 3):

\$ _____ (the "TIF Value").

(5) Current County fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):

\$ _____ per thousand of value.

(6) The TIF Value (4) factored by the Adjusted Levy Rate (5).

\$ _____ x \$ _____ /1000=\$ _____ (the "Developer's Estimate")

(7) Developer's Estimate = \$ _____

x .5497 = \$ _____ (Project Payments Amount)
x .4503 = \$ _____ (Estimated LMI Amount)

EXHIBIT F
SUMMARY OF ACCEPTED INFRASTRUCTURE COSTS

Date of Cost	Amount of Cost	Nature of Cost	Date Accepted by County

Document comparison by Workshare Compare on Wednesday, September 15, 2021 4:26:39 PM

Input:	
Document 1 ID	netdocuments://4817-6604-3111/2
Description	Development Agreement (JJHP) (Pottawattamie Co. #1 2021)
Document 2 ID	netdocuments://4817-6604-3111/3
Description	Development Agreement (JJHP) (Pottawattamie Co. #1 2021)
Rendering set	Standard

Legend:	
	<u>Insertion</u>
	Deletion
	Moved from
	<u>Moved to</u>
	Style change
	Format change
	Moved deletion
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	19
Deletions	19
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	40

Becky Lenihan/Finance & Tax Officer

Public Hearing on Pottawattamie County's amendment to current county budget for FY2021-22; and discussion and/or decision to approve and authorize Board to sign Resolution No. 103-2021, a Resolution to Approve Pottawattamie County's amendment to current county budget for FY2021-22.

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET
POTTAWATTAMIE COUNTY
 Fiscal Year July 1, 2021 - June 30, 2022

The POTTAWATTAMIE COUNTY will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2022

Meeting Date/Time: 9/21/2021 10:00 AM

Contact: Melvyn Houser

Phone: (712) 328-5700

Meeting Location: Board of Supervisors Hearing Room
 227 S 6th St, Council Bluffs IA 51501

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	46,829,015	0	46,829,015
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Less: Credits to Taxpayers	3	1,729,900	0	1,729,900
Net Current Property Tax	4	45,099,115	0	45,099,115
Delinquent Property Tax Revenue	5	3,000	0	3,000
Penalties, Interest & Costs on Taxes	6	147,000	0	147,000
Other County Taxes/TIF Tax Revenues	7	7,814,924	0	7,814,924
Intergovernmental	8	21,618,665	0	21,618,665
Licenses & Permits	9	307,300	0	307,300
Charges for Service	10	2,822,475	0	2,822,475
Use of Money & Property	11	335,455	0	335,455
Miscellaneous	12	2,339,800	0	2,339,800
Subtotal Revenue	13	80,487,734	0	80,487,734
Other Financing Sources:				
General Long-Term Debt Proceeds	14	0	24,610,524	24,610,524
Operating Transfers In	15	8,195,450	0	8,195,450
Proceeds of Fixed Asset Sales	16	600,000	0	600,000
Total Revenues & Other Sources	17	89,283,184	24,610,524	113,893,708
EXPENDITURES & OTHER FINANCING USES				
Operating:				
Public Safety and Legal Services	18	36,012,813	0	36,012,813
Physical Health and Social Services	19	4,611,229	0	4,611,229
Mental Health, ID & DD	20	2,175,518	0	2,175,518
County Environment & Education	21	7,953,612	7,500,000	15,453,612
Roads & Transportation	22	16,053,596	1,150,000	17,203,596
Government Services to Residents	23	2,572,543	62,379	2,634,922
Administration	24	9,037,818	5,920,644	14,958,462
Nonprogram Current	25	0	0	0
Debt Service	26	3,016,600	1,093,618	4,110,218
Capital Projects	27	4,665,000	21,060,000	25,725,000
Subtotal Expenditures	28	86,098,729	36,786,641	122,885,370
Other Financing Uses:				
Operating Transfers Out	29	8,195,450	0	8,195,450
Refunded Debt/Payments to Escrow	30	0	0	0
Total Expenditures & Other Uses	31	94,294,179	36,786,641	131,080,820
Excess of Revenues & Other Sources over (under) Expenditures & Other Uses	32	-5,010,995	-12,176,117	-17,187,112
Beginning Fund Balance - July 1, 2021	33	46,541,428	0	46,541,428
Increase (Decrease) in Reserves (GAAP Budgeting)	34	0	0	0
Fund Balance - Nonspendable	35	0	0	0
Fund Balance - Restricted	36	15,001,816	0	15,001,816
Fund Balance - Committed	37	0	0	0
Fund Balance - Assigned	38	10,005,043	0	10,005,043
Fund Balance - Unassigned	39	16,523,574	-12,176,117	4,347,457
Total Ending Fund Balance - June 30, 2022	40	41,530,433	-12,176,117	29,354,316

Explanation of Changes: Bond Series 2021A, 2021B and 2021C Capital Proceeds and Debt Expense
 Refund unspent Covid Response Grant
 Roads Projects
 American Rescue Plan Act

RESOLUTION NO. 103-2021

WHEREAS, there were necessary expenses incurred in some county departments, causing the budget of that department to exceed 100% of costs; and

WHEREAS, the Board of Supervisors desires to allow those expenditures, and no tax increase will occur due to these expenditures; and

WHEREAS, the public had due notice of the Budget Amendment Hearing, and at the hearing, due time was allowed for objections to any and all portions of the amended budget.

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors of Pottawattamie County, hereby amends the Fiscal Year 2021/22 budget.

Dated this 21st day of September, 2021.

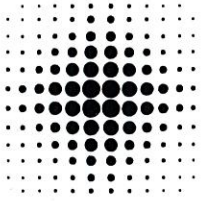
ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Scott A. Belt, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Tim Wichman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Lynn Grobe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Justin Schultz	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

ATTEST: _____
Becky Lenihan, Finance & Tax Officer

Lea Voss/County Treasurer

**Discussion and/or decision to approve Tax abatement
for Myrtue Medical Center for property located at 510 N
Elm St, Avoca (Parcel No. 773909332009).**



MYRTUE Medical Center

1213 Garfield Ave
Harlan, IA 51537
712.755.5161

myrtuemedical.org

September 7, 2021

Lea A. Voss
Pottawattamie County Treasurer
227 South 6th Street
Council Bluffs, IA 51501

1213 Chatburn Ave
Suite 101
Harlan, IA 51537
712.755.4344

1213 Chatburn Ave
Suite 102
Harlan, IA 51537
712.755.4342

Dear Ms. Voss:

We have received the tax notice for property we own in Avoca for the period 2020. Based on the court order dated 1/27/94, a copy of which we have provided to you previously, the document states, "When taxes are owing against parcels owned or claimed by a municipal or political subdivision...the treasurer shall give notice to the appropriate governing body which shall then pay the total amount due. If the governing body fails to pay the total amount due, the board of supervisors shall abate the total amount due."

CLINIC LOCATIONS

1220 Chatburn Ave
Harlan, IA 51537
712.755.5130

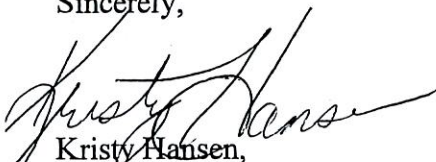
301 East St.
Shelby, IA 51570
712.544.2511

I am writing this letter to notify you that we will not be paying the property tax on the tax notice and in accordance with the court order, those property taxes should be abated.

510 North Elm
Avoca, IA 51521
712.343.6455

Thank you for your attention to this matter.

Sincerely,


Kristy Hansen,
Chief Financial Officer

4022 North Main
Elk Horn, IA 51531
712.764.4642

100 Industrial Drive
Earling, IA 51530
712.747.5700

cc: Pottawattamie County Board of Supervisors

1303 Garfield Ave
Harlan, IA 51537
712.755.5056

Include this STUB with September 2021 payment.

Include this STUB with March 2022 payment.

Pottawattamie County Treasurer
Lea A. Voss
227 S 6th St
Council Bluffs, IA 51501
(712) 328-5627

Receipt #
025742
2020 CT

Taxpayer ID# Dist: 043 Parcel: 773909332009

TAX DUE: Sept 1, 2021 or Full Year FULL YEAR SEPT 1, 2021
TAX DELQ: Oct 1, 2021 \$3,858.00 \$1,929.00



30179*57**G50**0.382**1/2*****AUTO5-DIGIT 51529
SHELBY CO MYRTUE MEMORIAL HOSPITAL
1213 GARFIELD AVE
HARLAN IA 51537



Pottawattamie County Treasurer
Lea A. Voss
227 S 6th St
Council Bluffs, IA 51501
(712) 328-5627

Receipt #
025742
2020 CT

Taxpayer ID# Dist: 043 Parcel: 773909332009

TAX DUE: March 1, 2022 MAR 1, 2022
TAX DELQ: April 1, 2022 \$1,929.00



SHELBY CO MYRTUE MEMORIAL HOSPITAL
1213 GARFIELD AVE
HARLAN IA 51537

Please fold on perforation BEFORE tearing

Please fold on perforation BEFORE tearing

Please fold on perforation BEFORE tearing

POTTAWATTAMIE COUNTY TAX BILL for SEPTEMBER 2021 and MARCH 2022. Please keep it in a safe place. Send the correct stubs along with your check for payment. If your taxes are paid by your Bank in Escrow, this is for your information only. SEE REVERSE SIDE.

Based on January 1, 2020 valuations. Taxes for July 1, 2020 through June 30, 2021. Payable September 2021 and March 2022.

PARCEL Dist/Parcel: 043 773909332009 District Name: AVOCA CITY/AHSTW SCHOOL Class: C
Receipt: 025742 Type: 2020 CT Location: 510 N ELM ST
Cont: Deed: SHELBY CO MYRTUE MEMORIAL HOSPITAL
Sec/Twp/Rng: Net Acres: 0.000 Taxpayer ID: Mail: SHELBY CO MYRTUE MEMORIAL HOSPITAL
Legal: AVOCA TOWN-ELM STREET SUB LT 2

Table with columns: VALUATIONS AND TAXES, 2020 (This Year), 2019 (Last Year). Rows include Land, Buildings, Dwelling, Less Military Credit, NET TAXABLE VALUE.

INDEXING:
Other taxes unpaid: NO
Special Assessments due: NO
Drainage due: NO
Tax sale certificate: NO

Table showing tax breakdown: Value Times Levy Rate of, EQUALS GROSS TAX OF, Less Credits of: Homestead, Bus Prop Tax Credit Fund, Low Income/Elderly Credit, Ag Land Credit, Family Farm Credit, Prepaid Tax.

OWNERS
Deed: SHELBY CO MYRTUE MEMORIAL HOSPITAL

NET ANNUAL TAXES: \$3,858.00 \$3,898.00 Contract:
Ag Dwelling Tax: \$0.00 \$0.00 Emergency Management Dollars: County \$3,524,425.00

Table: Distribution of your current & prior year taxes. Columns: % Total, This Year, Last Year, Total property taxes levied by taxing authority: This Year, Prior, Percent +/-.

YOU MAY PAY ONLINE AT: www.IowaTreasurers.org

Pottawattamie County Treasurer
Lea A. Voss
227 S 6th St
Council Bluffs, IA 51501
(712) 328-5627

Receipt #
025742

DUE Sept 1, 2021 \$1,929.00 DUE March 1, 2022 \$1,929.00
Date Paid: Check #:
Date Paid: Check #:

Retain this lower portion for your records. Enter the date paid and your check number for your information. Keep in a safe place.

1/1 30179

[Find Property](#) [Res Sales](#) [Comm/Ind Sales](#)

7739 09 332 009

--- Permanent Property Address ---
SHELBY CO MYRTUE MEMORIAL HOSPITAL
510 N ELM ST
AVOCA, IA 51521

----- Mailing Address -----
SHELBY CO MYRTUE MEMORIAL HOSPITAL
1213 GARFIELD AVE
HARLAN, IA 51537

District: 043 AVOCA CITY/AHSTW SCHOOL

===== REAL ESTATE TAXES ON TREASURER'S WEBPAGE =====

Go to: <https://www.municipalonlinepayments.com/pottawattamiecoia/tax/search/detail/773909332009>

===== TAX DESCRIPTION* =====

* Not to be used on legal documents

AVOCA TOWN-ELM STREET SUB LT 2

===== ASSESSED VALUE =====

* Class is for Assessment purposes only - Not Zoning

Current Value				
2021	Comm. Land	Improvement	Total	Class
Full Value	\$26,500	\$92,800	\$119,300	C
Exempt	\$0	\$0	\$0	C
Net Total	\$26,500	\$92,800	\$119,300	C

Prior Year Value				
2020	Comm. Land	Improvement	Total	Class
Full Value	\$26,500	\$92,800	\$119,300	C
Exempt	\$0	\$0	\$0	C
Net Total	\$26,500	\$92,800	\$119,300	C

===== EXEMPTIONS/CREDITS APPLIED =====

===== OWNERS =====

* Book/Page LINKS TO RECORDER'S WEBPAGE

1 D SHELBY CO MYRTUE MEMORIAL HOSP book/page:

===== SALES HISTORY =====

Sale Date	Amount	Code	Book/Page
09/01/1982	12500	<u>D000</u>	0083/03593

===== ASSESSMENT DATA =====

PDF: 9 MAP: AVOCA COMMERCIAL-9

Date Reviewed: 01/18/19 MEC

LAND.....56192 sqFt 1.29 acres

Commercial Building 1 of 1 -- Office - Medical / Dental (502)

DBA: MYRTUE MEDICAL CENTER

STRUCTURE....1 story 1558 base SF 0 bsmt SF 1558 gross SF
Year Built: 1983 Eff Year: 1983 Condition: Above Normal

VERTICALS....Ext Wall: Vinyl - Frame
Int Wall: Drywall or Equiv.
Front/Doors: Average Cost Front
Windows: Wood Casement

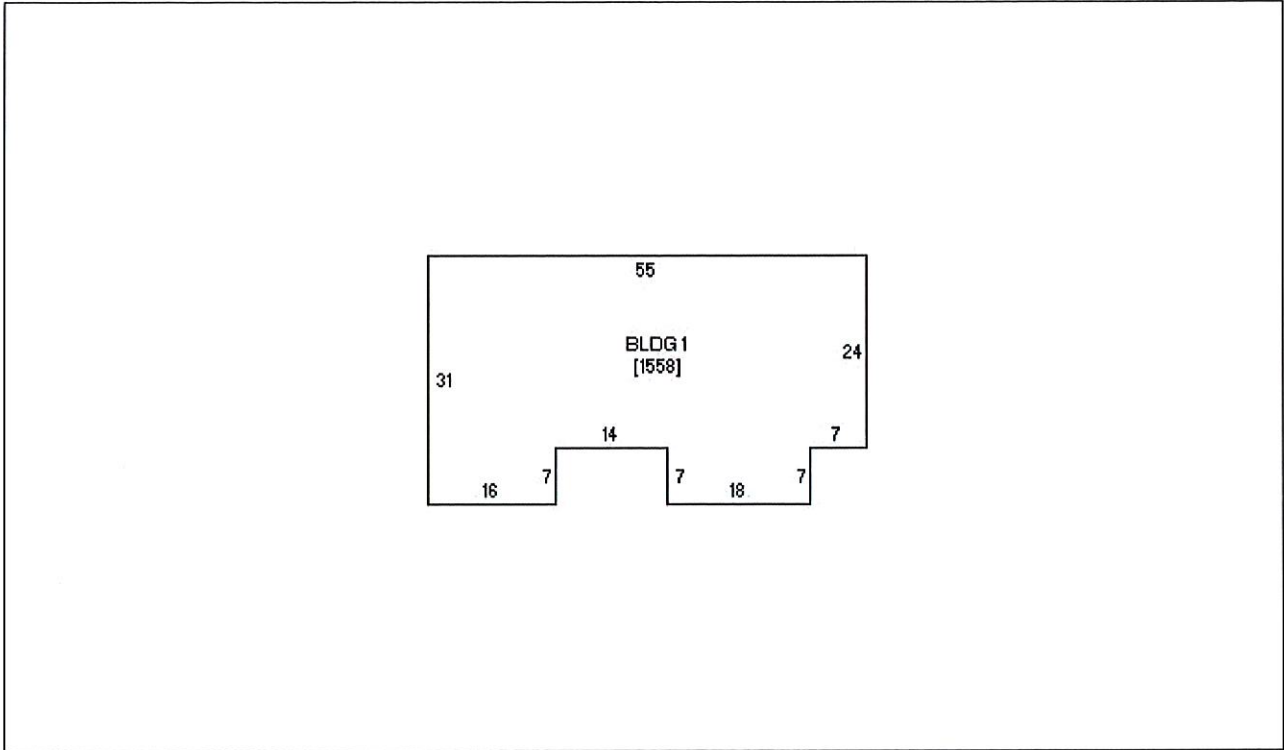
HORIZONTALS..Basement: Incl. w / Base
Roof: Asph. Shingle/ Wood Dk
Ceiling: Drywall
Struc Floor: Concrete
Floor Cover: Carpet

Asphalt Tile
Partitions: Office
Framing: Wood - Light
HVAC: Combination FHA - AC

PLUMBING....Toilet Room (2)

Lavatory (3)
Sink-Kitchen (1)

YARD EXTRAS..PAVING 3,500 SF, Concrete Parking



510 N ELM ST, SHELBY CO MYRTUE MEMORIAL HOSPITAL



510 N ELM ST, SHELBY CO MYRTUE MEMORIAL HOSPITAL, 1 07/11/2018

[Zoom Out](#) [Zoom In](#)



1200ft x 1200ft

Click any parcel to go to its web page
See [more maps](#) at the [County GIS Department](#).

As of: On Web

[Find Property](#) [Res Sales](#) [Comm/Ind Sales](#)

Tom Emmett/Executive Director

Discussion and/or decision to approve funding request of \$1,000 for Beresheim Porch Replacement project.

The Historic General Dodge House

621 Third Street, Council Bluffs, IA 51503

(712) 322-2406

Fax: 712-322-3504

General E-mail: gmdodge@dodgehouse.org

www.dodgehouse.org



Historic Dodge House: 605 Third Street

Trustees

Executive Committee

Kathy Rieger

President

Rob Dittmer

Vice President

Austin Diehm

Treasurer

Trustees at Large

Cindy Buckmaster

Shauna Cihacek

Jan Ehrens

Brandon Garrett

Laura Dodge Luther

Chuck Hansen

Jeff Hutcheson

Theresa Martin

Dan Van Houten

Nate Watson

Honorary Trustees

Kim Reynolds

Governor of Iowa

N. P. Dodge, Jr.

Great-Great Nephew

Ruth Anne Ferris

Great Granddaughter

Robert L. Montgomery

Great-Great Grandson

Montgomery A. Kingsley

Great-Great Grandson

Staff

Thomas Emmett III

Executive Director

tomemmett@dodgehouse.org

Michelle Hrdlicka

Operations Director

michellehrdlicka@dodgehouse.org

Our Mission

To protect, preserve and share the history of General Grenville M. Dodge, his home and its contents, ensuring their future for generations to come. We provide educational and outreach opportunities for all ages and backgrounds through our tours, programs and events.

September 15, 2021

Pottawattamie County Board of Supervisors
c/o Mitchell A. Kay, Finance & Budget Director
227 South 6th Street
Council Bluffs, IA 51503

Dear Supervisors,

Please consider the attached request for \$1,000. The Dodge House is seeking to reconstruct the porch of the Beresheim House which serves as our offices, orientation center, and gift shop. We have already secured funding through the City, Iowa West Foundation, members of the Dodge House, and the Union Pacific Foundation.

We would like to apply for a Community Attraction and Tourism grant through Enhance Iowa. This organization requires that we are supported both by the city and county.

Thank you for your consideration.

Regards,

Thomas Emmett
Executive Director

PS: Should you have any questions, please do not hesitate to call my cell at 402-346-6734.

Pottawattamie County Funding Request

Request Date Sept 15, 2021 Board Meeting Date _____

Organization Name: The Historic General Dodge House, Inc

Are you a nonprofit organization (If yes, what type 501c3, I.E.)? Yes X No _____

Are you a registered not-for-profit? Yes X No _____

Organization Mailing Address: 6021 S 3rd St, CB IA 51503

Program or Project Name: Beresheim Porch Restoration Project

Contact Person: Thomas Emmett III

Title: Exec. Director

Telephone: 712.322.2406 (o) E-Mail: tomemmett@dodgehouse.org
402.346.6734 (c)

Dollar Amount Requested: \$1,000 County Fiscal Year current

Total Program/Project Cost: about \$100,000 (based on selected contractor's bid)

Will County funding be leveraged with matching funds from another source? Yes X No _____

Summary of Funding Request and Project Goals and Objectives:

Thousands of guests from the city, county, region, every state, and over 20 countries visit the Dodge House each year. The Beresheim House porch has no railings and is in a state of collapse. The Beresheim House serves as an orientation center, offices, and gift shops. The porch will be demolished

Describe the Public Purpose(s) and specifically identify the Economic Development that will be served by the funding:

We average about 5,000 visitors a year plus 2,000 on Railroad Days. Our contractor is local. Hundreds of school children and youth visit this historic National Landmark (Iowa's second) every year.

Provide an Itemized Program/Project Budget Showing How the Funds will be expended:

Please see attachments. Funders include: The City of Council Bluffs, Iowa West Foundation, Union Pacific Foundation, and Dodge House membership.

Attach additional pages if needed to fully answer any of the questions on this application

ASSURANCES FOR POTTAWATTAMIE COUNTY FUNDING

This signed page must accompany your funding request

The applicant hereby agrees and acknowledges that:

- 1) If awarded funds, the applicant will conduct operations in accordance with Title VI and the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, as amended, which prohibits discrimination against any employee, applicant for employment, or any person participating in a sponsored program on the basis of race, creed, color, national origin, religion, sex, age, sexual orientation, or physical or mental disability, and require compensation for employment at no less than the minimum wage requirements and will provide safe and sanitary working conditions;
- 2) The applicant will expend funds received from Pottawattamie County solely for public purposes on the program or project described in the funding request;
- 3) All unexpended funds received pursuant to this request shall be returned to Pottawattamie County;
- 4) This funding request and assurances document has been approved by the legally authorized governing body of the applicant, if applicable;
- 5) The facts, figures, and information contained in this funding request, including all attachments, are true and correct;
- 6) Failure to comply with the rules of this program and this assurances agreement will result in the penalty of funding forfeiture and funds received during the applicable fiscal year shall be returned to Pottawattamie County;
- 7) At any time, the Board of Supervisors may require a representative from your organization to attend a public meeting to report progress toward completion of your program or project; and
- 8) Applicant will, upon request by Pottawattamie County, provide an accounting of all expenditures of Pottawattamie County funds and further provide any other documentation deemed necessary by Pottawattamie County to provide oversight for the funds. Failure to timely comply with requests from the County under this paragraph will result in suspension of funding.
- 9) Applicant acknowledges that other stipulations and conditions may be required by the Board of Supervisors before funding is awarded.

Historic General Dodge House
Name of Organization

Kathy Reeger 9/15/21
Signature of Board President Date

Thomas R Emmett 15 Sept 21
Signature of Executive Director (if applicable) Date

Approved _____ Amount _____ BOS Chairman Signature _____



100% DESIGN OPINION OF PROBABLE COST
City of Council Bluffs
Beresheim House Porch Replacement
HGM Project No. 107021
July 30, 2021

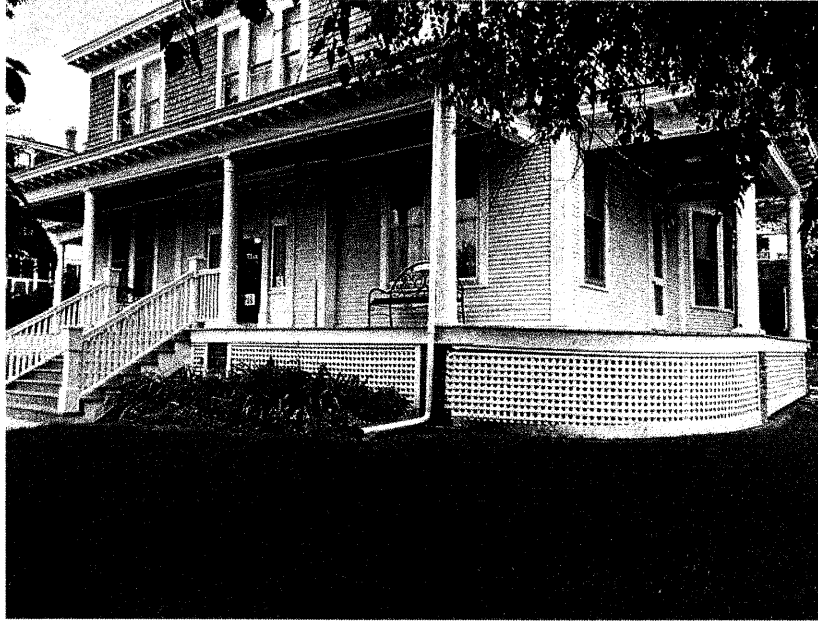
Table with 2 columns: Item, Cost. Rows include Demolition Total (\$8,970), Civil Grading and Utilities (\$N/A), Porch Replacement (\$67,298), Electrical (\$N/A), Mechanical (\$N/A), Total (\$76,268), Alternate: Accoya Decking - Add (\$9,400), Total with Alternate (\$85,668).

Square footage:
Interior: 874 square feet

Cost per square foot: \$87/sf

Note:
Items Not Included:
Construction Phase Services

Beresheim House Current



Beresheim House: New Porch & Railings



City of Council Bluffs

Beresheim Porch Replacement

621 S 3rd Street, Council Bluffs, IA 51503
HGM PROJECT NO. 107021 7-30-21



LOCATION PLAN
SCALE: NOT TO SCALE
NORTH

ARCHITECTURAL, STRUCTURAL AND CIVIL ABBREVIATIONS

A/C	AIR CONDITIONING	ELEC	ELECTRICAL	LSF	LINOLEUM SHEET FLOORING	SHM	SECURITY, HOLLOW METAL
AB	ANCHOR BOLT	ELEV	ELEVATOR	LT	LIGHT	SHT	SHEET
ACH	ALUMINUM COMPOSITE METAL	EMER	EMERGENCY	M	METER(B)	SHTG	SHEATHING
ACT	ACOUSTIC CEILING TILE	ENTR	ENTRANCE	MAS	MASONRY	SM	SMELAR
ADJ	ADJACENT	EQD	EDGE OF DECK	MATL	MATERIAL	SLR	SEALER
ADJT	ADJUSTABLE	EQR	END OF RETURN	MS	MARKER BOARD	SND	SANITARY NAPKIN DISPOSAL
AF	ADOVE FINISHED FLOOR	EQ	EQUAL	MHM	MOF / BRUSH HOLDER	SNT	SEALANT
AGG	AGGREGATE	EQIP	EQUIPMENT	MECH	MEEHANGAL	SNV	SANITARY NAPKIN VENDOR
ALT	ALTERNATE	EX	EACH WAY	MED	MEDICINE CABINET	SPEC	SPECIFICATIONS
ALUM	ALUMINUM	EXP	EXPANSION	MFR	MANUFACTURER	SPP	SPLIT-FACE
ANGH	ANCHOR	EXH	EXHAUST	MH	MANHOLE	SFR	SINGLE-PLY MEMBRANE ROOFING
ANDD	ANDRIZED	EXIST	EXISTING	MN	MENHIM	SG	SQUARE
APC	ACOUSTICAL PANEL CEILING	EXP	EXPOSED	MSC	MISCELLANEOUS	SSM	SOLID SURFACING MATERIAL
ARGH	ARCHITECTURAL	EXT	EXTERIOR	MLD	MOLDING	SSTL	STAINLESS STEEL
ASPH	ASPHALT	FA	FIRE ALARM	MO	MASONRY OPENING	ST	STORM
ATC	ACOUSTICAL TILE CEILING	FB	FACE BRICK	MOD	MODULAR	STA	STATION
AUTO	AUTOMATIC	FBG	FIBERGLASS	MR	MOISTURE RESISTANT	STD	STANDARD
B	BOTTOM	FBO	FURNISHED BY OTHERS	MTP	MOUNTED	STL	STEEL
B-B	BACK TO BACK	FCMP	FIBER CEMENT WALL PANEL	MTL	METAL	STN	STAIN & VARNISH
B/G	BACK OF CURB	FD	FLOOR DRAIN	MLL	MULLION	STOR	STORAGE
BBM	BOND BEAM	FE	FIRE EXTINGUISHER	N	NORTH	STR	STRUCTURAL
BD	BOARD	FEQ	FIRE EXTINGUISHER CAB	NG	NOT IN CONTRACT	SUSP	SUSPENDED
BEN	BENCH	FES	FLARED END SECTION	NOM	NORMAL	SW	SWITCH
BLDG	BUILDING	FG	FILL GLASS	NTS	NOT TO SCALE	SYM	SYMMETRICAL
BLK	BLOCK	FIN	FINISHED	OG	ON CENTER	T	TREAD
BLKG	BLOCKING	FIN	FINISHED	OD	OUTSIDE DIAMETER	T/B	TOP AND BOTTOM
BM	BEAM	FIXT	FIXTURE	OF	OFF CENTER	T/G	TONGUE AND GROOVE
BH	BENCHMARK	FLASH	FLASHING	OH	OVERHEAD	TOE	TOE
BN	BULLNOSE	FLR	FLOOR (ING)	OP	OPENING	TOE	TOE
BOS	BOTTOM OF STRUCTURE	FLUR	FLUORESCENT	OPB	OPENING	TOP	TOP OF CURB
BOT	BOTTOM	FR	FRAMING	PAF	POWDER ACTIVATED FASTENER	TEL	TELEPHONE
BRG	BEARING	FR	FRAMING	PAF	POWDER ACTIVATED FASTENER	TERM	TERMINAL
BRK	BRICK	FRP	FIBERGLASS REINF PLASTIC	PAVMT	PAVEMENT	TEX	TEXTURED
BS	BOTHWAYS	FUR	FURRING	PC	POINT OF CURVATURE	TH	THICK (NESS)
BSMT	BASEMENT	FURN	FURNACE	PCG	PORTLAND CEMENT CONCRETE	THR	THRESHOLD
BUR	BUILT UP ROOF	FV	FIELD VERIFY	PCMP	PREGAST WALL PANEL	TOM	TOP OF MASONRY
BY	BOTHWAYS	GA	GAGE	PERF	PERFORATED	TOS	TOP OF SLAB
C/G	CURB AND GUTTER	GALV	GALVANIZED	PERM	PERMEABLE	TOSTL	TOP OF STEEL
CAB	CABINET	GB	COVER BAR	PF	GRADE, GRADING	TOM	TOP OF MALL
CH	CHAIR	GB	COVER BAR	PF	GRADE, GRADING	TP	TOP OF PAVEMENT
CF	CAST IRON PIPE	GBF	GLASS FIBER BLANKET/BATT	PFN	PREFINISHED	TR	TOWEL RING
CR	CIRCLE	GFT	GLAZED FLOOR TILE	PI	POINT OF INTERSECTION	TRD	TREATED
CJ	CONTROL JOINT	GL	GLASS, GLAZING	PL	PLATE	TRT	TOWEL TISSUE DISPENSER
CLG	CEILING	OPDN	OPFSUM DIRTYWALL	PL	PROPERTY LINE	TYP	TYPICAL
CLDG	CLOSET	GRAN	GRANULAR	PLAM	PLASTIC LAMINATE	TV	TELEVISION
CLR	CLEAR (ANGLE)	GRD	GROUND	PLAS	PLASTER	UG	UNDERGROUND
CMP	CORRUGATED METAL PIPE	GRT	GROUT	PNL	PANEL	UNFN	UNFINISHED
CMU	CONCRETE MASONRY UNIT	HB	HOSE BIB	POB	POINT OF BEGINNING	UNO	UNLESS NOTED OTHERWISE
COL	COLUMN	HBD	HARDBOARD	POL	POLISHED	UR	URINAL
CONC	CONCRETE	HC	HANDCAP	FR	PAIR	VB	VAPOR BARRIER
CONST	CONSTRUCTION	HCS	HOLLOW CORE SLAB	PRHT	PARTIAL HEIGHT	VCGP	VITRIFIED GLAY PIPE
CONT	CONTINUOUS/CONTINUE	HDYR	HARDWARE	PSF	POUNDS PER SQUARE FOOT	VCT	VINYL COMPOSITION TILE
CONTR	CONTRACTOR	HJR	HORIZONTAL JOINT REINF	PSI	POUNDS PER SQUARE INCH	VERT	VERTICAL
COORD	COORDINATE	HM	HOLLOW METAL	PT	POINT OF TANGENCY	VGT	VINYL COMPOSITION TILE
CORR	CORRIDOR	HORZ	HORIZONTAL	PTD	PAPER TOWEL DISPENSER	VP	VENT THRU ROOF
CPT	CARPET	HP	HIGH POINT	PTN	PARTITION	VYNG	VINYL WALL COVERING
CRS	COURSE	HR	HOUR	PVC	POLYVINYL CHLORIDE	VN	VINYL
CS	COUNTER SHUTTER	HT	HEIGHT	PVD	PLYWOOD	YD	YARD
CSMT	CASHEMENT	HTG	HEATING	QT	QUARRY TILE		
CT	CERAMIC TILE	HVAC	HEATING/VENTILATING AIR CONDITIONING	R	RADIUS		
CTR	COUNTER	HR	HOT WATER	RA	RETURN AIR		
CY	CONCRETE UNDERLAYMENT	HND	HARDWOOD	RAP	RESILIENT ATHLETIC FLOORING		
CU	COLD WATER	IDS	INTERGRATED DOOR SYSTEMS	KCP	REINF CONCRETE PIPING		
CY	CUBIC YARD	ID	INSIDE DIAMETER	KD	ROOF DRAIN		
DBL	DOUBLE	INCL	INCLUDING	REF	REFERENCE		
DCS	DIAPER CHANGING STATION	INST	INSTALLED	REFR	REFRIGERATOR		
DH	DOUBLE HUNG	INT	INTERIOR	REGD	REQUIRED		
DI	DIAMETER	INVT	INVERT	REV	REVERSE		
DIA	DIAGONAL	INSP	INSPECTION	RENF	REINFORCEMENT		
DM	DIMENSION	INVT	INVERT	REQD	REQUIRED		
DM	DIMENSION	INVT	INVERT	REV	REVERSE		
DIP	DISTIE IRON PIPE	IRVP	IMPACT RESISTANT WALL PANEL	RH	ROBE HOOK		
DISP	DISPENSER	JFB	JOINT FILLER BOARD	RLT	REBILIT LANDING TILE		
DN	DOWN	JO	JOINT	RM	ROUGH		
DP	DOWN	JO	JOINT	RO	ROUGH OPENING		
DR	DOOR	JO	JOINT	RO	ROUGH OPENING		
DB	DOWN SPOUT	KIT	KITCHEN	ROY	RIGHT OF WAY		
DTL	DETAIL	KNO	KNOCKOUT	SO	SOUTH		
DM	DISHWASHER	LAM	LAMINATED	SAN	SANITARY		
DNS	DRAINING	LAV	LAVATORY	SBKR	SHOWER BLOCK		
DNR	DRAINER	LS	LOADS	SGR	SHOWER CURTAIN		
E	EAST	LPR	LADDER	SCHD	SCHEDULE		
EF	EACH FACE	LH	LEFT HAND	SD	SOAP DISPENSER		
EJ	EXPANSION JOINT	LL	LIVE LOAD	SECT	SECTION		
EL	ELEVATION	LONG	LONGITUDINAL	SES	SEGMENTAL		
		LP	LOW POINT	SH	SHIELD, SHELVING		

NOTES:

1. ALL DIMENSIONS ARE TO FINISH FACE OF WALLS.
2. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT TO PERFORM AN OBSERVATION OF WALLS WITHIN 48 HOURS PRIOR TO INSTALLATION OF ANY CREW.
3. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER DRAWING SCALE.
4. IF THE CONTRACTOR FAILS TO OBTAIN WRITTEN CLARIFICATION OF INCONSISTENCIES IN THE BID DOCUMENTS FROM THE ARCHITECT, HE SHALL BID THE MORE EXPENSIVE VERSION.
5. PROVIDE KNX BOX FIRE DEPARTMENT ACCESS WHERE DIRECTED.

INDEX OF DRAWINGS

GENERAL

G1.1 COVER SHEET

DEMOLITION

D1.1 DEMOLITION PLAN

ARCHITECTURAL

A1.1 FLOOR PLAN

A2.1 EXTERIOR ELEVATIONS

A2.2 EXTERIOR ELEVATIONS

A3.1 WALL SECTIONS

A5.1 DETAILS

STRUCTURAL

S1.1 FRAMING PLAN

S5.1 STRUCTURAL DETAILS

7/30/2021 12:28:37 PM \\SRV16\Users\jmba\Documents\Revit\107021_Beresheim_Porch.dwg.rvt

I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly registered architect under the laws of the State of Iowa.

(Signature) *John M. Blasing* 7-30-21
John M. Blasing
My registration renewal date is June 30, 2022.
Pages or sheets covered by this sheet:
All General Sheets
All Demolition Sheets
All Architectural Sheets

JOHN M. BLASING
07831
IOWA
LICENSED ARCHITECT

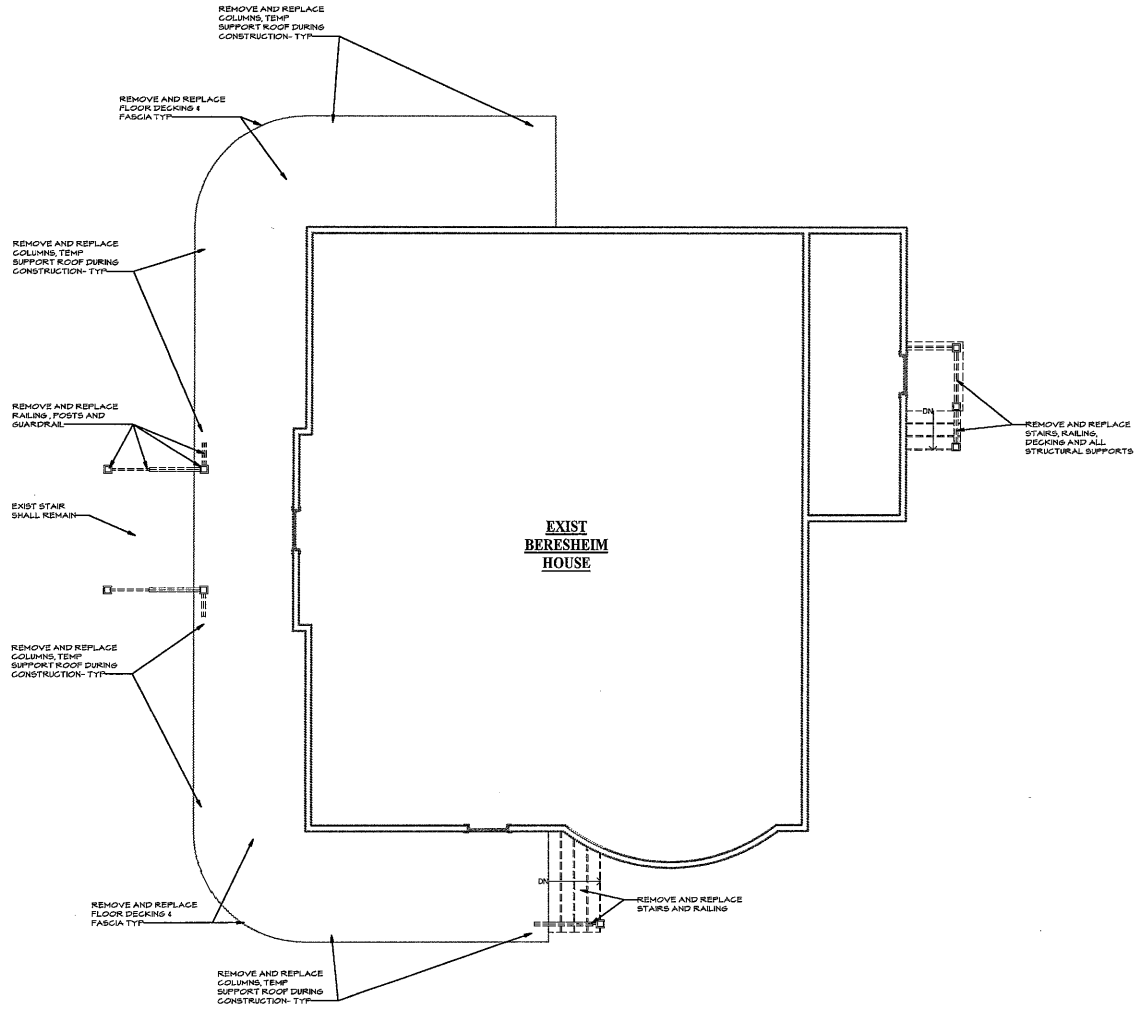
I hereby certify that this engineering document was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

(Signature) *K. Blasing* 7-30-21
K. Blasing
My registration renewal date is December 31, 2022.
Pages or sheets covered by this sheet:
All Demolition Sheets

KELTON J. BLISING
P-11139
IOWA
LICENSED PROFESSIONAL ENGINEER

hgm G1.1
ASSOCIATES INC

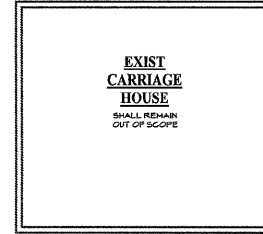
7/30/2021 12:25:38 PM \\SRV18\Users\dmb\Documents\Revit_Temp\107021_Beresheim_Porch_dmb.rvt



1 DEMOLITION PLAN
SCALE: 1/4" = 1'-0"

DEMOLITION PLAN NOTES:

1. PROTECT AREAS OUT OF PROJECT SCOPE FROM DAMAGE BY CONSTRUCTION ACTIVITIES.



hgm
ASSOCIATES INC.
ENGINEERING ARCHITECTURE SURVEYING
council bluffs omaha

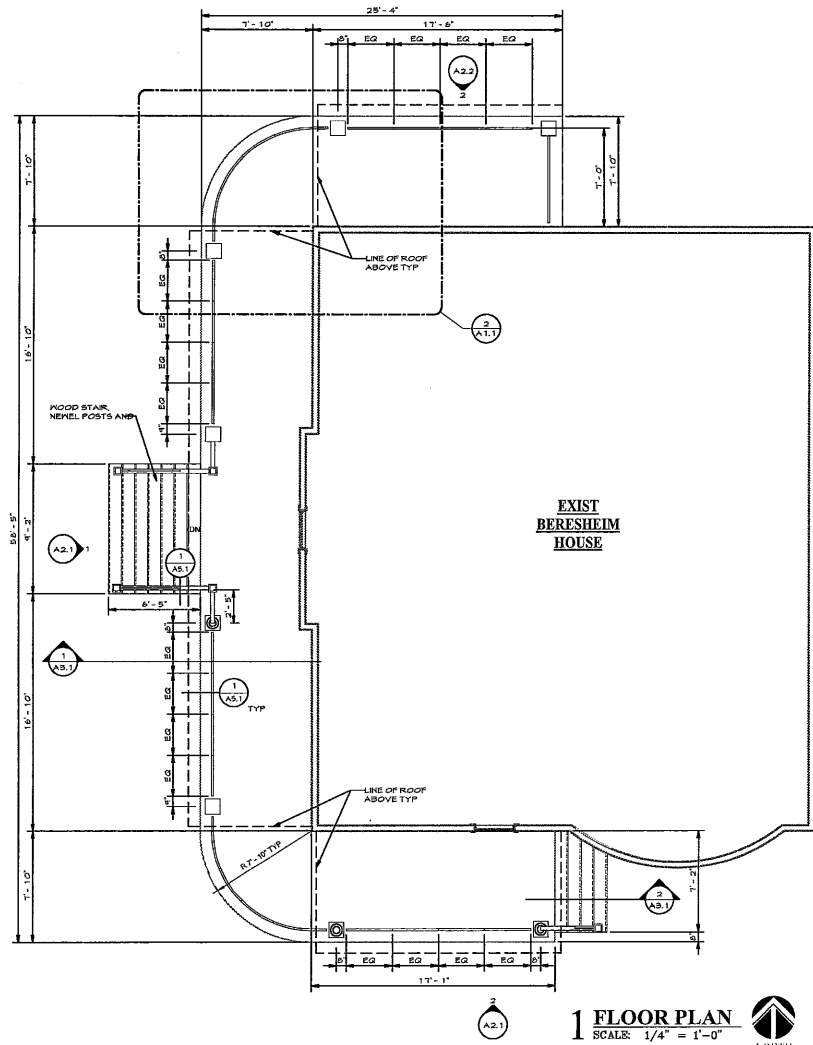
This work has been prepared by the undersigned in accordance with the professional seal of the State of Iowa. The undersigned is duly qualified to perform the services herein stated and is not providing any services herein stated which are beyond the scope of his or her license. The undersigned is not providing any services herein stated which are beyond the scope of his or her license.

DATE	_____
BY	_____
CHECKED BY	_____
DATE	7-30-21

Project Beresheim Porch Replacement
423 S 8th Street, Council Bluffs, IA 51503
client City of Council Bluffs
sheet DEMOLITION PLAN

project no. 107021
sheet D1.1

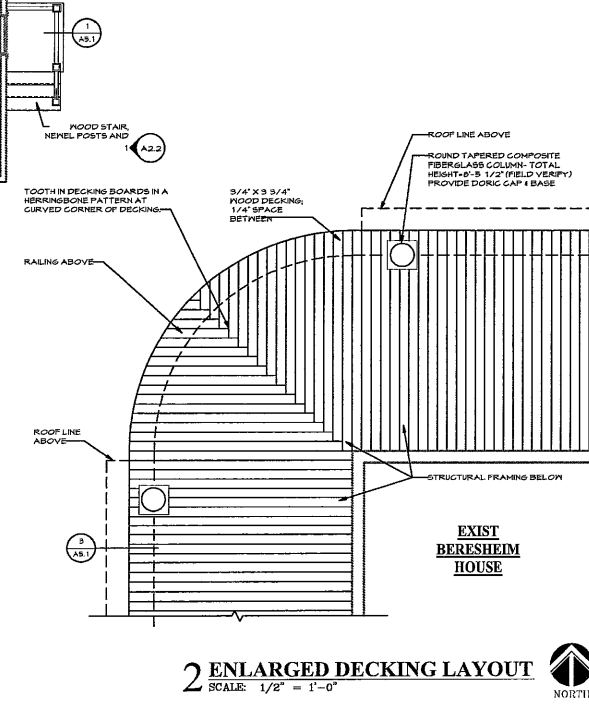
7/30/2021 12:29:34 PM \\SRV18\Users\dmb\Documents\Revit\Temp\107021_Beresheim_Porch_dmb.rvt



1 FLOOR PLAN
SCALE: 1/4" = 1'-0"
NORTH

GENERAL NOTE:
GENERAL CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
WRITTEN DIMENSIONS TAKE PRECEDENCE OVER DRAWING SCALE

EXIST CARRIAGE HOUSE
SHALL REMAIN OUT OF SCOPE



2 ENLARGED DECKING LAYOUT
SCALE: 1/2" = 1'-0"
NORTH

DESCRIPTION OF THE
THE WORK INCLUDES BUT IS NOT LIMITED TO THE CONSTRUCTION OF A NEW BACK STAIR, DECKING, RAILING, STEPS, AND NENEL POSTS, A NEW PORCH STRUCTURE, DECKING STAIRS, RAILINGS, NENEL POSTS, AND REPLACEMENT OF THE STRUCTURAL PORCH COLUMNS WITH NEW LOAD-BEARING FIBERGLASS COLUMNS. MATERIALS INCLUDE CONCRETE FOUNDATIONS, WOOD FLOOR JOISTS, WOOD DECKING, WOOD STUD FRAMING, WOOD RAILINGS AND SPINDLES, FIBERGLASS COLUMNS AND EXTERIOR FINISHES. SITEWORK INCLUDES REPAIRS TO ANY PORTION OF THE LAWN DAMAGED DURING CONSTRUCTION ACTIVITIES.
ALL WOOD AND FIBERGLASS ELEMENTS ARE TO BE PAINTED. ALL ELEMENTS, EXCEPT TOP RAILING, ARE TO BE PAINTED CREAM TO MATCH THE EXISTING PAINT COLORS. SUBMIT MATCH



hgm ASSOCIATES INC.
ENGINEERING ARCHITECTURE SURVEYING
council bluffs iowa

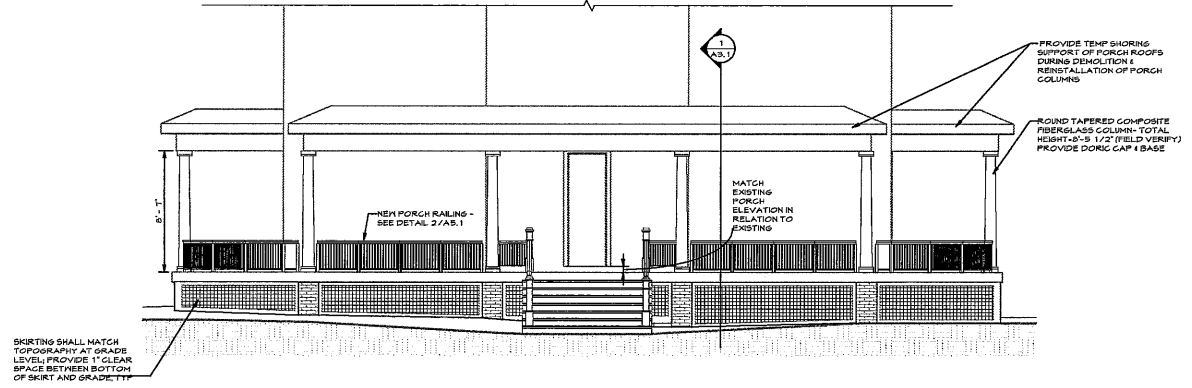
THIS DOCUMENT IS THE PROPERTY OF HGM ASSOCIATES INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF HGM ASSOCIATES INC.

DATE	BY	REVISION

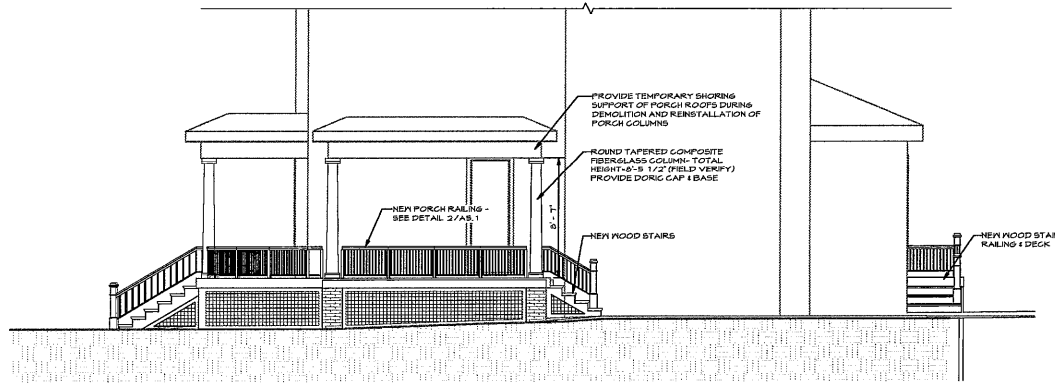
project: Beresheim Porch Replacement
681 6 1st Street, Council Bluffs, IA 51503
client: City of Council Bluffs
sheet: **FLOOR PLAN**

project no. 107021
sheet **A1.1**

7/30/2021 12:28:35 PM \\SRV16\Users\dmb\Documents\Revit_Temp\107021_Bereshheim_Porch_dmb.rvt



1 WEST ELEVATION
SCALE: 1/4" = 1'-0"



2 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



hgm
ASSOCIATES INC.
ENGINEERING ARCHITECTURE SURVEYING
council bluffs iowa

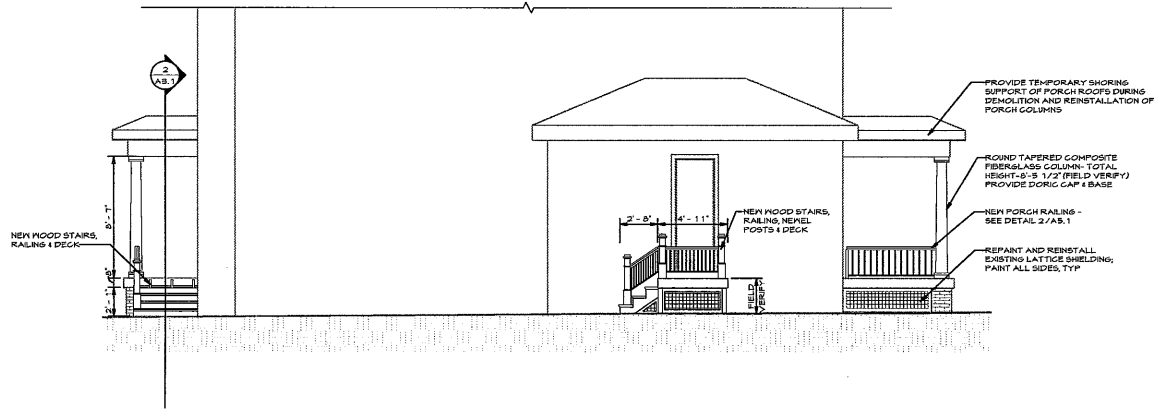
I hereby certify that I am a duly Licensed Professional Engineer in the State of Iowa, License No. 1021, and that I am the author of the design and drawings herein. My signature is a true and correct representation of my name and the work shown on these drawings. I am not providing any services which require a separate license under Iowa law.

DATE	BY	DATE

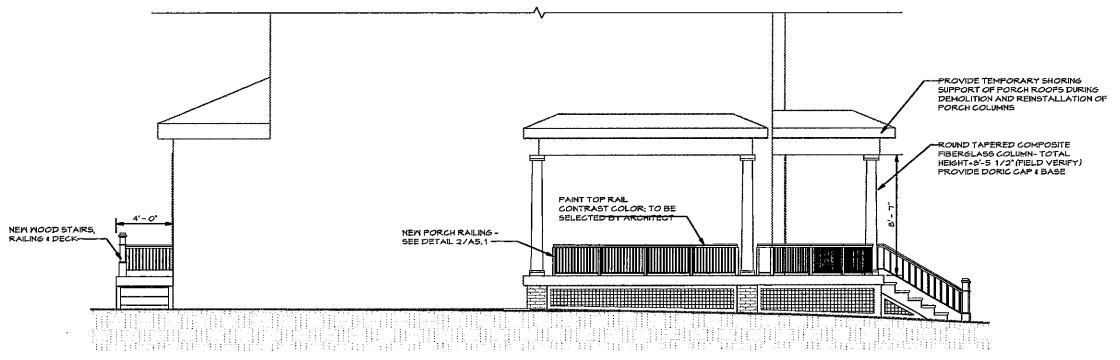
Project: Bereshheim Porch Replacement
 401 E 3rd Street, Council Bluffs, IA 51503
 client: city of Council Bluffs
 sheet: EXTERIOR ELEVATIONS

project no.
107021
sheet
A2.1

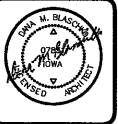
7/30/2021 12:28:35 PM \\SRV18\Users\dmb\Documents\Revit_Temp\107021_Bereheim_Porch_dmb.rvt



1 EAST ELEVATION
SCALE: 1/4" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



hgm
ASSOCIATES INC.
ENGINEERING ARCHITECTURE SURVEYING
council bluff, iowa

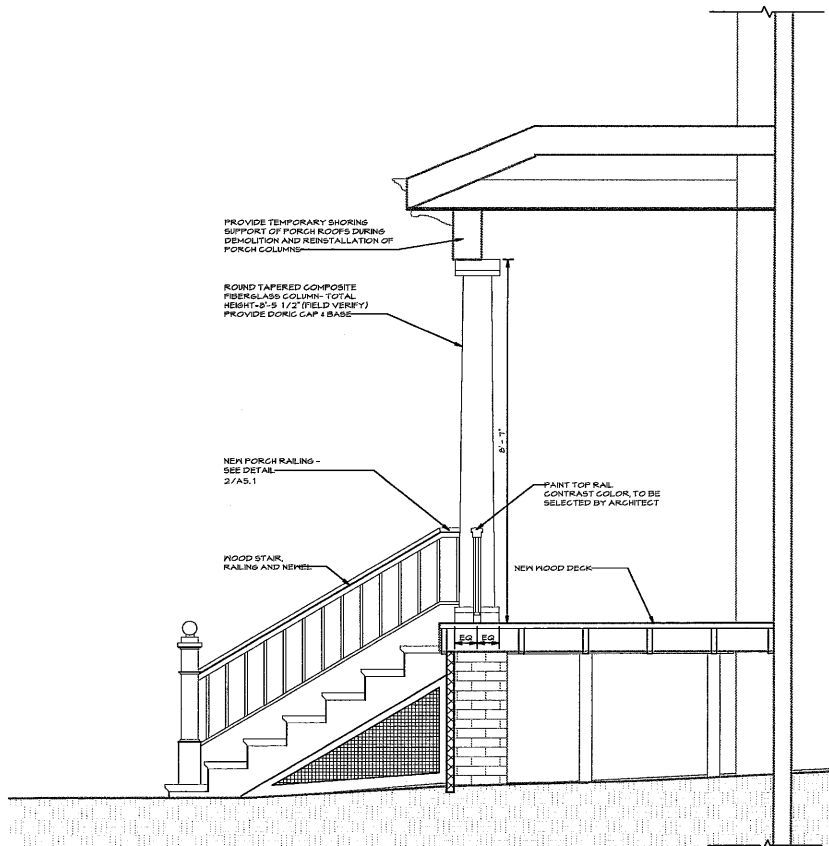
THIS DOCUMENT IS THE PROPERTY OF HGM ASSOCIATES INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF HGM ASSOCIATES INC.

USER	DATE
DESIGNED	
CHECKED	
DATE	

project: **Bereheim Porch Replacement**
822 E 5th Street, Council Bluffs, IA 51503
client: **City of Council Bluffs**
sheet: **EXTERIOR ELEVATIONS**

project no.
107021
sheet
A2.2

7/30/2021 12:28:35 PM \\SRV\6\Users\dmh\Documents\Revit_Temp\107021_Beresheim_Porch_dmh.rvt



PROVIDE TEMPORARY SHORING
SUPPORT OF PORCH ROOFS DURING
DEMOLITION AND REINSTALLATION OF
PORCH COLUMNS

ROUND TAPERED COMPOSITE
FIBERGLASS COLUMN-TOTAL
HEIGHT-6'-5 1/2" (FIELD VERIFY)
PROVIDE DORIC CAP & BASE

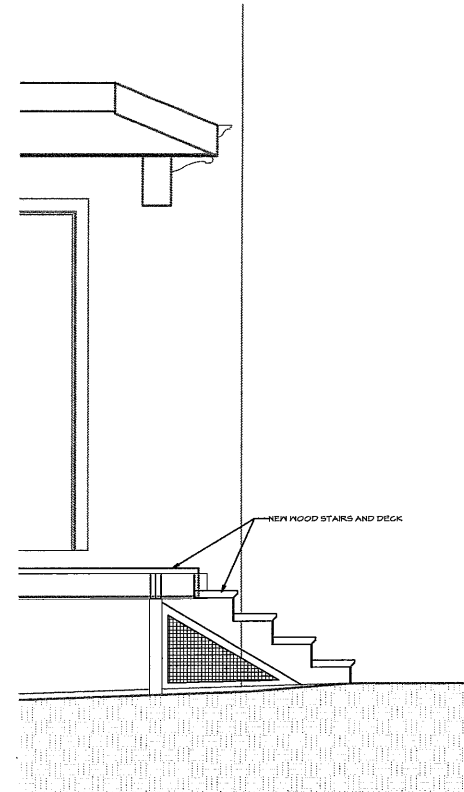
NEW PORCH RAILING -
SEE DETAIL
2/A5.1

REDO STAIR
RAILING AND NEWEL

PAINT TOP RAIL
CONTRAST COLOR, TO BE
SELECTED BY ARCHITECT

NEW HOOD DECK

1 MAIN STAIRS
SCALE: 3/4" = 1'-0"



NEW HOOD STAIRS AND DECK

2 SIDE STAIRS
SCALE: 3/4" = 1'-0"



hgm
ASSOCIATES INC.
ENGINEERING ARCHITECTURE SURVEYING
council bluffs iowa

This drawing is the property of HGM Associates Inc. It is to be used only for the project and site specifically identified hereon. No part of this drawing is to be used for any other project without the written consent of HGM Associates Inc.

DATE	BY	CHKD

project Bereshim Porch Replacement
at 4 and 5th Street, Council Bluffs, IA 51503
client City of Council Bluffs
sheet
WALL SECTIONS

project no.
107021
sheet
A3.1

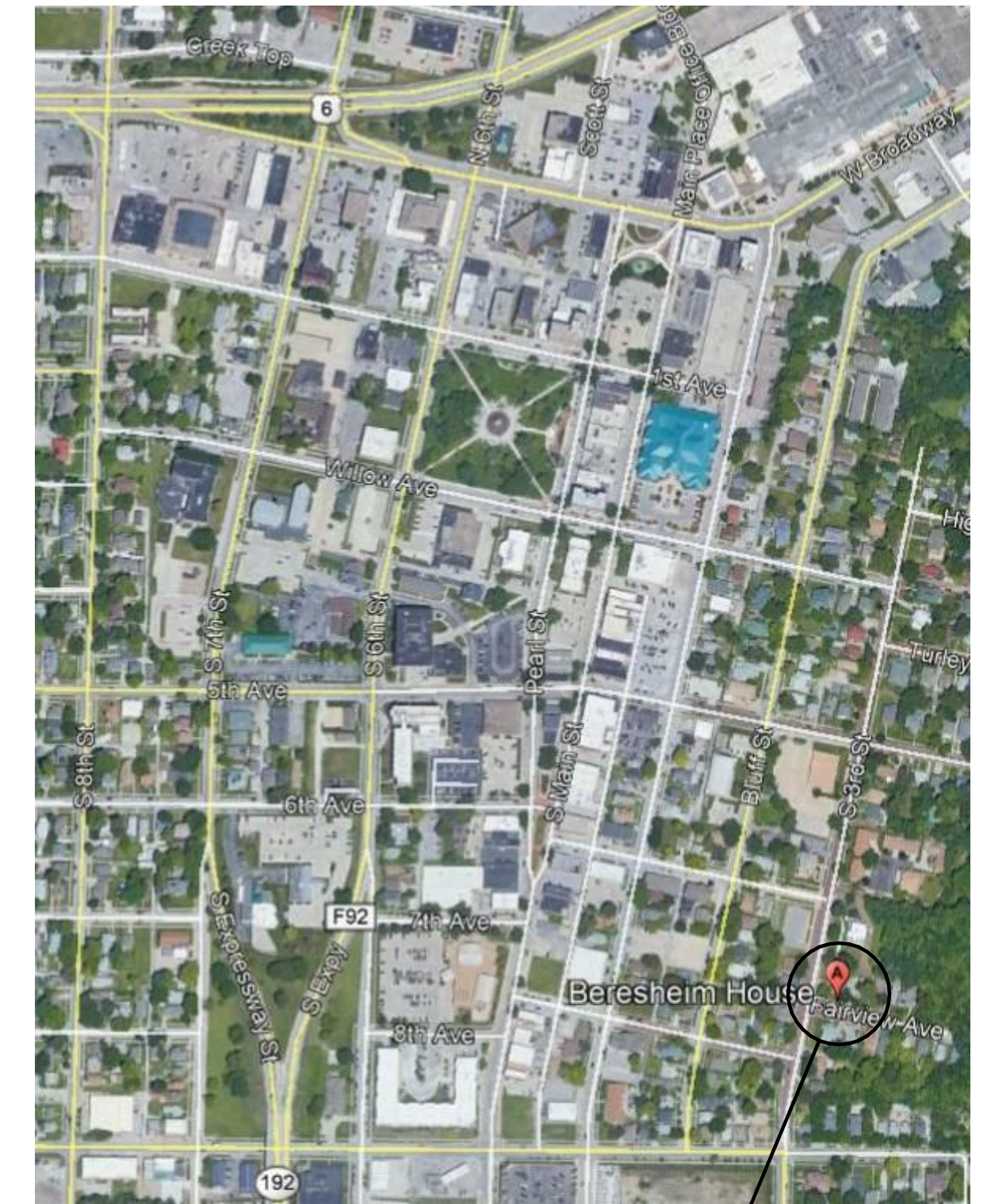
7/30/2021 12:29:37 PM \\SRV16\Users\dmb\Documents\Revit\107021 Beresheim Porch_dmb.rvt

City of Council Bluffs

Beresheim Porch Replacement

621 S 3rd Street, Council Bluffs, IA 51503

HGM PROJECT NO. 107021 7-30-21



PROJECT LOCATION

ARCHITECTURAL, STRUCTURAL AND CIVIL ABBREVIATIONS

A/C	AIR CONDITIONING	ELEC	ELECTRICAL	LSF	LINOLEUM SHEET FLOORING	SHM	SECURITY, HOLLOW METAL
AB	ANCHOR BOLT	ELEV	ELEVATOR	LT	LIGHT	SHT	SHEET
ACM	ALUMINUM COMPOSITE METAL	EMER	EMERGENCY	M	METER(S)	SHTH	SHEATHING
ACT	ACOUSTIC CEILING TILE	ENTR	ENTRANCE	MAS	MASONRY	SIM	SIMILAR
ADJ	ADJACENT	EOD	EDGE OF DECK	MATL	MATERIAL	SLR	SEALER
ADJT	ADJUSTABLE	EOR	END OF RETURN	MB	MARKER BOARD	SND	SANITARY NAPKIN DISPOSAL
AFF	ABOVE FINISHED FLOOR	EQ	EQUAL	MBH	MOP / BROOM HOLDER	SNT	SEALANT
AGG	AGGREGATE	EQP	EQUIPMENT	MEGH	MECHANICAL	SNV	SANITARY NAPKIN VENDOR
ALT	ALTERNATE	EM	EACH WAY	MED	MEDICINE CABINET	SPEC	SPECIFICATIONS
ALUM	ALUMINUM	EWG	ELECTRIC WATER COOLER	MFR	MANUFACTURER	SFF	SPLIT-FACE
ANGH	ANCHOR	EXH	EXHAUST	MH	MANHOLE	SFMR	SINGLE-PLY MEMBRANE ROOFING
ANOD	ANODIZED	EXIST	EXISTING	MIN	MINIMUM	SQ	SQUARE
APC	ACOUSTICAL PANEL CEILING	EXP	EXPANSION	MIR	MIRROR	SSM	SOLID SURFACING MATERIAL
ARCH	ARCHITECTURAL	EXPD	EXPOSED	MISC	MISCELLANEOUS	SSTL	STAINLESS STEEL
ASPH	ASPHALT	EXT	EXTERIOR	MLD	MOLDING	ST	STORM
ATC	ACOUSTICAL TILE CEILING	FA	FIRE ALARM	MO	MASONRY OPENING	STA	STATION
AUTO	AUTOMATIC	FB	FACE BRICK	MOD	MODULAR	STD	STANDARD
B	BOTTOM	FBG	FIBERGLASS	MR	MOISTURE RESISTANT	STL	STEEL
B-B	BACK TO BACK	FBO	FURNISHED BY OTHERS	MTD	MOUNTED	STN	STAIN & VARNISH
B/C	BACK OF CURB	FCWP	FIBER CEMENT WALL PANEL	MTL	METAL	STOR	STORAGE
BBM	BOND BEAM	FD	FLOOR DRAIN	MULL	MULLION	STR	STRUCTURAL
BD	BOARD	FE	FIRE EXTINGUISHER	N	NORTH	SUSP	SUSPENDED
BEN	BENCH	FEC	FIRE EXTINGUISHER CAB	NIC	NOT IN CONTRACT	SW	SWITCH
BLDG	BUILDING	FES	FLARED END SECTION	NOM	NOMINAL	SYM	SYMMETRICAL
BLK	BLOCK	FG	FULL GLASS	NTS	NOT TO SCALE	T	TREAD
BLKG	BLOCKING	FIN	FINISHED	OC	ON CENTER	T/B	TOP AND BOTTOM
BM	BEAM	FIXT	FIXTURE	OD	OUTSIDE DIAMETER	T/G	TONGUE AND GROOVE
BM	BENCHMARK	FLASH	FLASHING	OFF	OFFICE	TB	TOWEL BAR
BN	BULLNOSE	FLR	FLOOR (ING)	OH	OVERHEAD	TC	TOP OF CURB
BOS	BOTTOM OF STRUCTURE	FLUR	FLUORESCENT	OPG	OPENING	TEL	TELEPHONE
BOT	BOTTOM	FND	FOUNDATION	P	PAINT	TEMP	TEMPERED
BRG	BEARING	FR	FRAMING	PAF	POWDER ACTIVATED FASTENER	TER	TERRAZZO
BRK	BRICK	FRP	FIBERGLASS REINF PLASTIC	PAVMT	PAVEMENT	TERM	TERMINAL
BS	BOTH SIDES	FTG	FOOTING	PBD	PARTICLE BOARD	TEX	TEXTURED
BSMT	BASEMENT	FUR	FURRING	PC	POINT OF CURVATURE	TH	THICK (NESS)
BUR	BUILT UP ROOF	FURN	FURNACE	PCC	PORTLAND CEMENT CONCRETE	THR	THRESHOLD
BW	BOTH WAYS	FV	FIELD VERIFY	FCWP	PREGAST WALL PANEL	TOM	TOP OF MASONRY
C/G	CURB AND GUTTER	GA	GAGE	PERF	PERFORATED	TOS	TOP OF SLAB
CAB	CABINET	GALV	GALVANIZED	PERIM	PERIMETER	TOSTL	TOP OF STEEL
CE	COVER ELEVATION	GB	GRAB BAR	PFB	PREFABRICATED	TOW	TOP OF WALL
CH	CHAIR	GD	GRADE, GRADING	PFN	PREFINISHED	TP	TOP OF PAVEMENT
CIP	CAST IRON PIPE	GFB	GLASS FIBER BLANKET/BATT	PI	POINT OF INTERSECTION	TPTN	TOILET PARTITION
CIR	CIRCLE	GFT	GLAZED FLOOR TILE	PL	PLATE	TR	TOWEL RING
CJ	CONTROL JOINT	GL	GLASS, GLAZING	PL	PROPERTY LINE	TRTD	TREATED
CLG	CEILING	GPDW	GYPSPUM DRYWALL	PLAM	PLASTIC LAMINATE	TTD	TOILET TISSUE DISPENSER
CLOS	CLOSET	GRAN	GRANULAR	PLAS	PLASTER	TV	TELEVISION
CLR	CLEAR (ANCE)	GRD	GROUND	PNL	PANEL	TYP	TYPICAL
CMP	CORRUGATED METAL PIPE	GRT	GROUT	POB	POINT OF BEGINNING	UC	UNDER COUNTER
CMU	CONCRETE MASONRY UNIT	HB	HOSE BIB	POL	POLISHED	UG	UNDERGROUND
COL	COLUMN	HBD	HARDBOARD	FR	PAIR	UNFIN	UNFINISHED
CONC	CONCRETE	HC	HANDICAP	FRHT	PARTIAL HEIGHT	UNO	UNLESS NOTED OTHERWISE
CONST	CONSTRUCTION	HCS	HOLLOW CORE SLAB	PSF	POUNDS PER SQUARE FOOT	UR	URINAL
CONT	CONTINUOUS/CONTINUE	HDWR	HARDWARE	PSI	POUNDS PER SQUARE INCH	VB	VAPOR BARRIER
CONTR	CONTRACTOR	HJR	HORIZONTAL JOINT REINF	PT	POINT OF TANGENCY	VCP	VITREOUS CLAY PIPE
COORD	COORDINATE	HM	HOLLOW METAL	PTD	PAPER TOWEL DISPENSER	VGT	VINYL COMPOSITION TILE
CORR	CORRIDOR	HORZ	HORIZONTAL	PTN	PARTITION	VERT	VERTICAL
CPT	CARPET	HP	HIGH POINT	PVC	POLYVINYL CHLORIDE	VIN	VINYL
CRS	COURSE	HR	HOUR	PWD	PLYWOOD	VTR	VENT THRU ROOF
CS	COUNTER SHUTTER	HT	HEIGHT	QT	QUARRY TILE	VWC	VINYL WALL COVERING
CSMT	CASEMENT	HTG	HEATING	R	RADIUS	N	NEST
CT	CERAMIC TILE	HVAC	HEATING/VENTILATING AIR CONDITIONING	RA	RISER	N/	WITH
CTR	COUNTER	HW	HOT WATER	RAF	RETURN AIR	N/O	WITHOUT
CU	CONCRETE UNDERLAYMENT	HWD	HARDWOOD	RB	RESILIENT ATHLETIC FLOORING	NC	WATER CLOSET
CW	COLD WATER	ID	INSIDE DIAMETER	RB	RUBBER BASE	ND	WOOD
CY	CUBIC YARD	IDS	INTERGRATED DOOR SYSTEMS	RCP	REINF CONCRETE PIPING	NDW	WINDOW
DBL	DOUBLE	IE	INVERT ELEVATION	ROF	ROOF DRAIN	NH	WATER HEATER
DGS	DIAPER CHANGING STATION	INCL	INCLUDING	REF	REFERENCE	NPT	WORKING POINT
DF	DRINKING FOUNTAIN	INST	INSTALLED	REFR	REFRIGERATOR	NR	WASTE RECEPTACLE
DH	DOUBLE HUNG	INSUL	INSULATION	REINF	REINFORCEMENT	NSCT	WAINSCOT
DIA	DIAMETER	INT	INTERIOR	REQD	REQUIRED	NT	WEIGHT
DIAG	DIAGONAL	INV	INVERT	REV	REVERSE	NWF	WELDED WIRE FABRIC
DIM	DIMENSION	IRWP	IMPACT RESISTANT WALL PANEL	RH	RIGHT HAND	XL	EXIT LIGHT
DIP	DUCTILE IRON PIPE	JFB	JOINT FILLER BOARD	RH	ROBE HOOK	YD	YARD
DISP	DISPENSER	JST	JOIST	RLT	RESILIENT LANDING TILE		
DN	DOWN	JT	JOINT	RM	ROOM		
DP	DEEP	KIT	KITCHEN	RO	ROUGH OPENING		
DR	DOOR	KO	KNOCKOUT	ROW	RIGHT OF WAY		
DS	DOWN SPOUT	LA	LAMINATE(D)	S	SOUTH		
DTL	DETAIL	LAM	LAMINATE(D)	SAN	SANITARY		
DW	DISHWASHER	LAV	LAVATORY	SBLK	SPLASH BLOCK		
DWG	DRAWING	LBS	POUNDS	SC	SHOWER CURTAIN		
DWR	DRAWER	LDR	LADDER	SCHED	SCHEDULE		
E	EAST	LH	LEFT HAND	SD	SOAP DISPENSER		
EF	EACH FACE	LL	LIVE LOAD	SECT	SECTION		
EJ	EXPANSION JOINT	LONG	LONGITUDINAL	SEG	SEGMENTAL		
EL	ELEVATION	LP	LOW POINT	SH	SHELF, SHELVING		

NOTES:

1. ALL DIMENSIONS ARE TO FINISH FACE OF WALLS.
2. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT TO PERFORM AN OBSERVATION OF WALLS WITHIN 48 HOURS PRIOR TO INSTALLATION OF ANY GPDW.
3. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER DRAWING SCALE.
4. IF THE CONTRACTOR FAILS TO OBTAIN WRITTEN CLARIFICATION OF INCONSISTENCIES IN THE BID DOCUMENTS FROM THE ARCHITECT, HE SHALL BID THE MORE EXPENSIVE VERSION.
5. PROVIDE KNOX BOX FIRE DEPARTMENT ACCESS WHERE DIRECTED.

INDEX OF DRAWINGS

GENERAL
G1.1 COVER SHEET

DEMOLITION
D1.1 DEMOLITION PLAN

ARCHITECTURAL
A1.1 FLOOR PLAN
A2.1 EXTERIOR ELEVATIONS
A2.2 EXTERIOR ELEVATIONS
A3.1 WALL SECTIONS
A5.1 DETAILS

STRUCTURAL
S1.1 FRAMING PLAN
S5.1 STRUCTURAL DETAILS

LOCATION PLAN

SCALE: NOT TO SCALE



NORTH

I, Dana Blaschko am the coord professional on the project Beresheim Porch Replacement

DANA M. BLASCHKO
07831
IOWA
LICENSED ARCHITECT

I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly registered Architect under the laws of the State of Iowa.

(signature) *Dana M. Blaschko* 7-30-21
Dana M. Blaschko

My registration renewal date is June 30, 2022.

Pages or sheets covered by this seal:
All General Sheets
All Demolition Sheets
All Architectural Sheets

I hereby certify that this engineering document was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

KELTON J. BUSH
P-11139
IOWA
LICENSED PROFESSIONAL ENGINEER

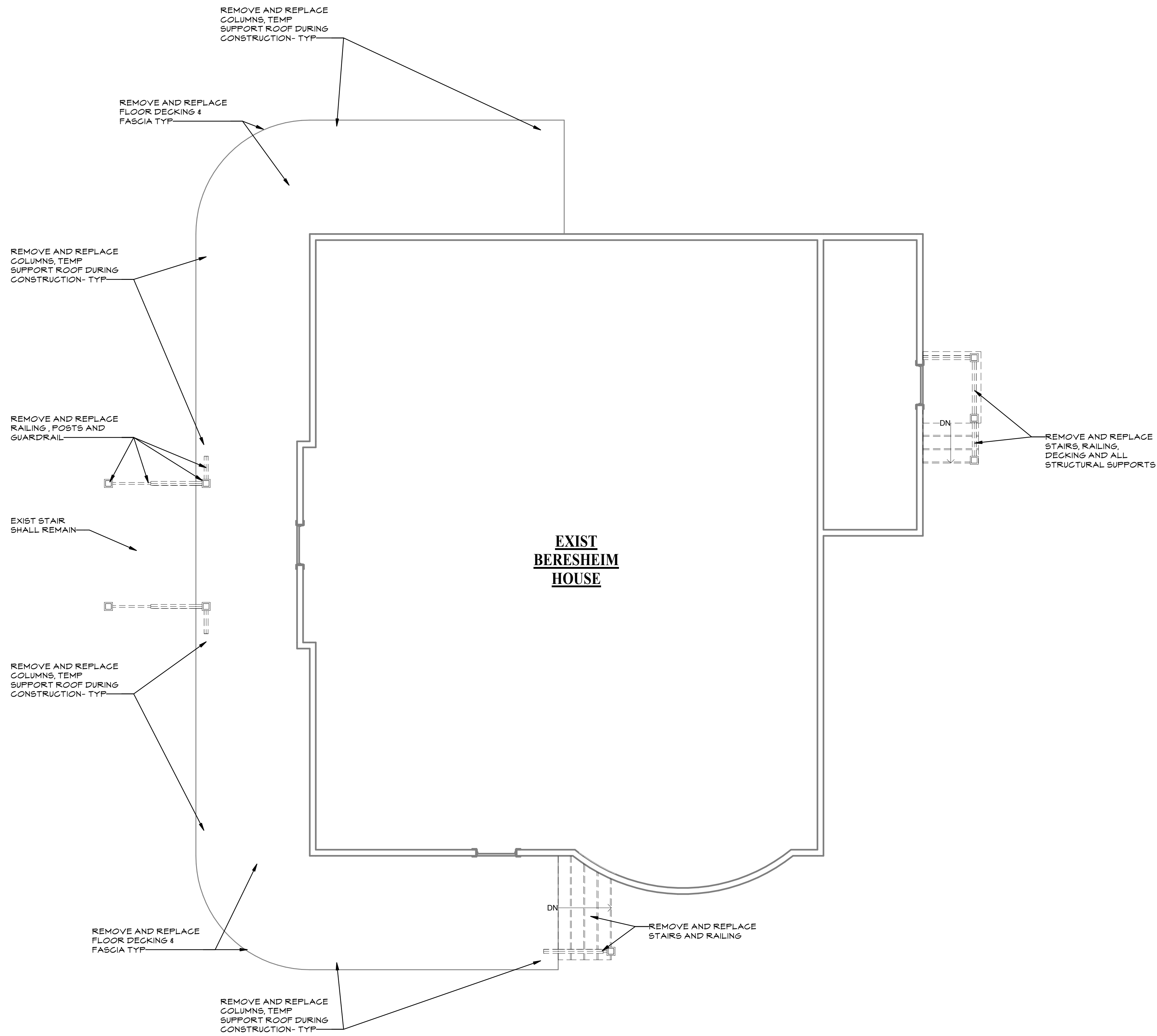
(signature) *K. Bush* 7-30-21
Kelton J. Bush

My registration renewal date is December 31, 2022.

Pages or sheets covered by this seal:
All Structural Sheets

hgm G1.1
ASSOCIATES INC.

107021 City of Council Bluffs Beresheim Porch Replacement

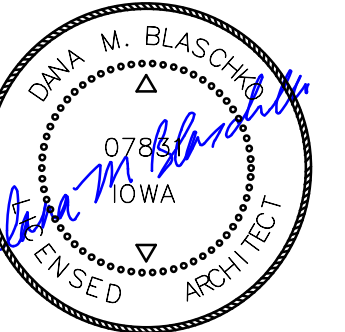


1 DEMOLITION PLAN
SCALE: 1/4" = 1'-0"

DEMOLITION PLAN NOTES:

1. PROTECT AREAS OUT OF PROJECT SCOPE FROM DAMAGE BY CONSTRUCTION ACTIVITIES.

**EXIST
CARRIAGE
HOUSE**
SHALL REMAIN
OUT OF SCOPE



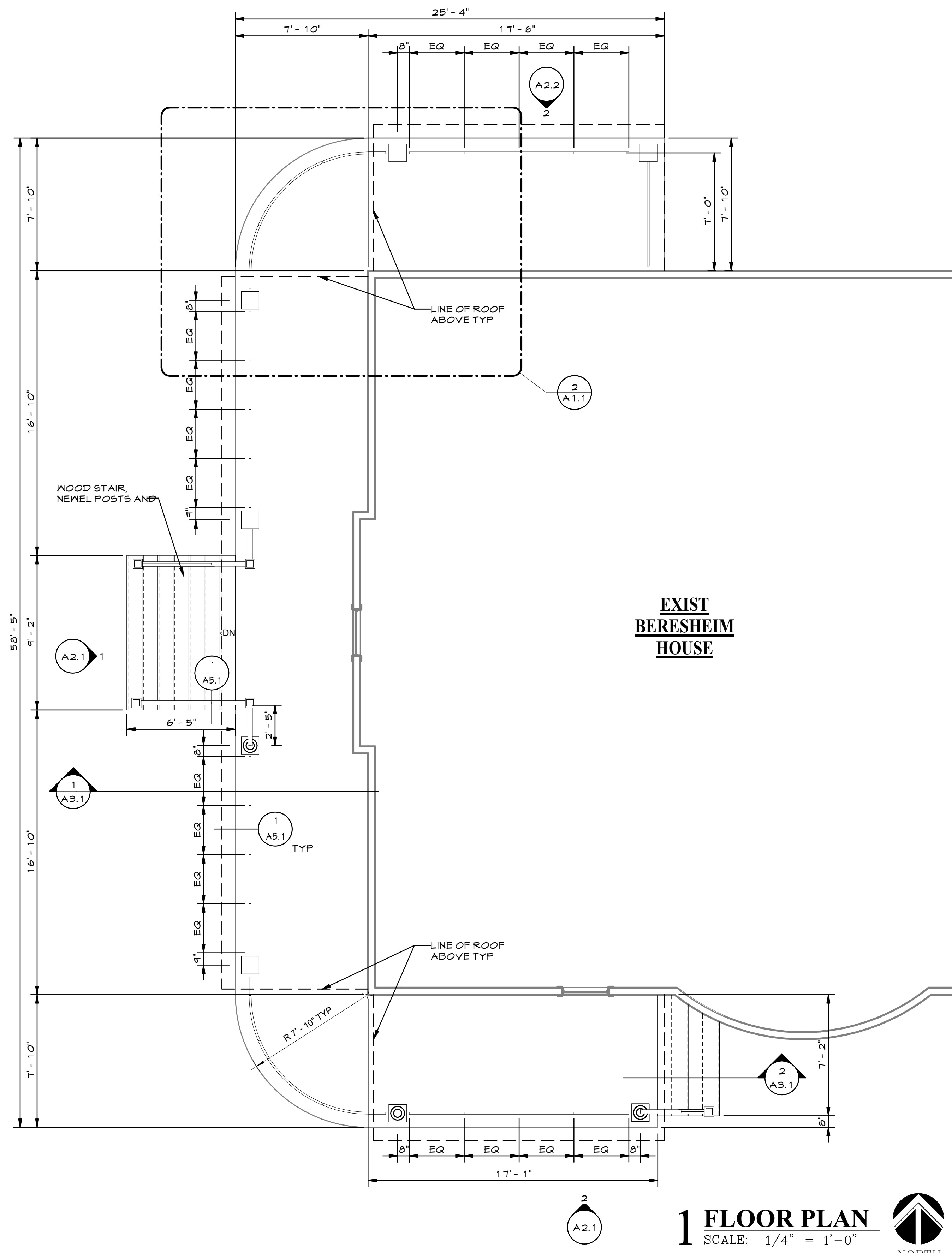
hgm
ASSOCIATES INC.
ENGINEERING ARCHITECTURE SURVEYING
council bluffs omaha

This drawing is being made for use on this project in accordance with hgm Associates Inc. professional services. hgm Associates Inc. assumes no liability for any use of this drawing except in accordance with the terms of the above agreement.

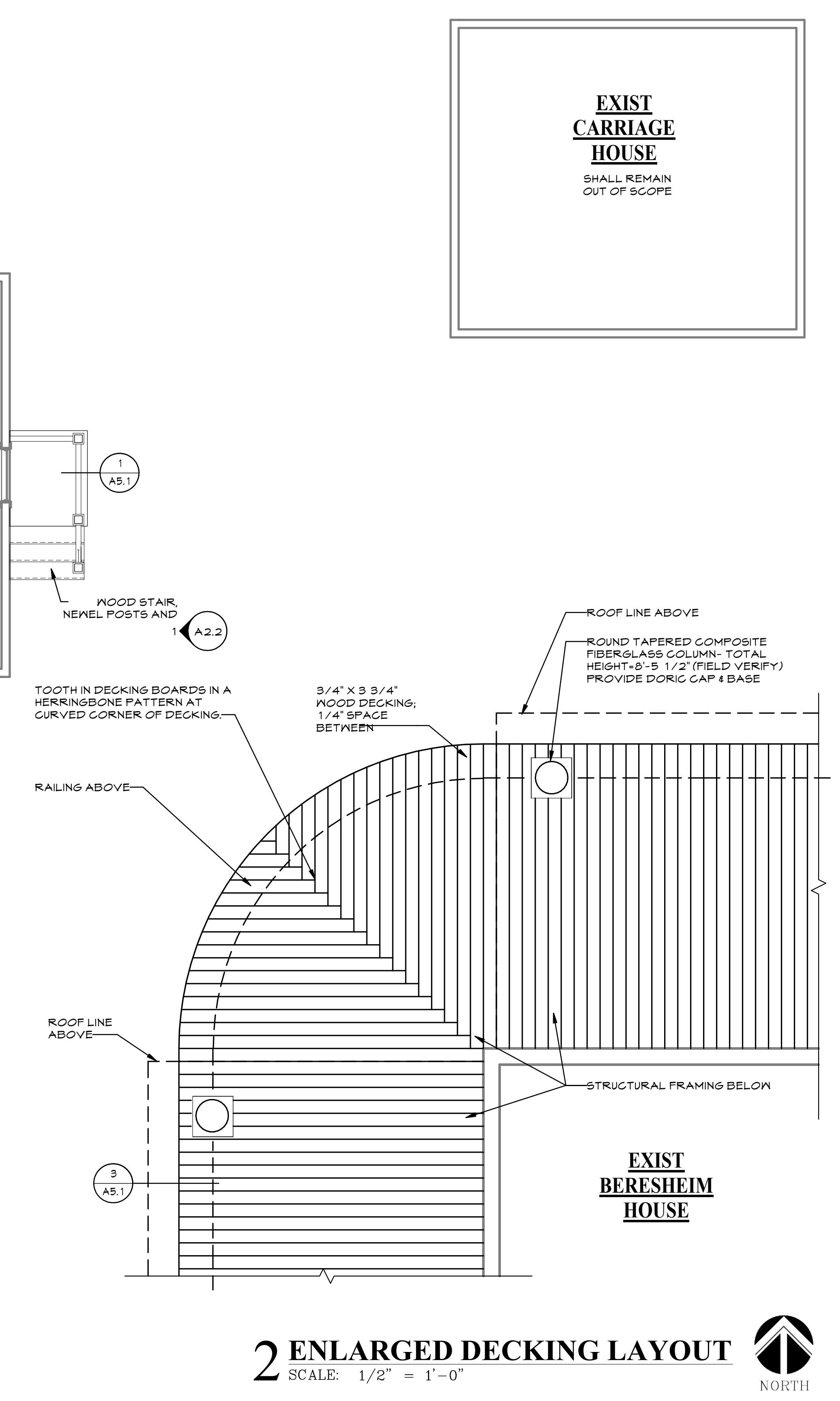
Rev#	Date
HGM	
drawn	
HGM	
designed	
HGM	
approved	
7-30-21	date

project **Beresheim Porch Replacement**
621 S 3rd Street, Council Bluffs, IA 51503
client City of Council Bluffs
sheet **DEMOLITION PLAN**

project no. **107021**
sheet **D1.1**



1 FLOOR PLAN
SCALE: 1/4" = 1'-0"
NORTH

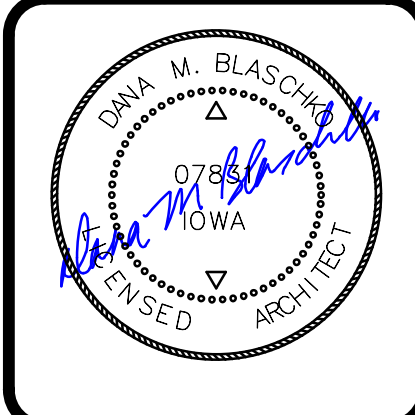


2 ENLARGED DECKING LAYOUT
SCALE: 1/2" = 1'-0"
NORTH

DESCRIPTION OF THE
THE WORK INCLUDES BUT IS NOT LIMITED TO THE CONSTRUCTION OF A NEW BACK STAIR, DECKING, RAILING, STEPS, AND NEWEL POSTS, A NEW PORCH STRUCTURE, DECKING, STAIRS, RAILINGS, NEWEL POSTS, AND REPLACEMENT OF THE STRUCTURAL PORCH COLUMNS WITH NEW LOAD-BEARING FIBERGLASS COLUMNS. MATERIALS INCLUDE CONCRETE FOUNDATIONS, WOOD FLOOR JOISTS, WOOD DECKING, WOOD STUD FRAMING, WOOD RAILINGS AND SPINDLES, FIBERGLASS COLUMNS AND EXTERIOR FINISHES. SITEMARK INCLUDES REPAIRS TO ANY PORTION OF THE LAWN DAMAGED DURING CONSTRUCTION ACTIVITIES.
ALL WOOD AND FIBERGLASS ELEMENTS ARE TO BE PAINTED. ALL ELEMENTS, EXCEPT TOP RAILING, ARE TO BE PAINTED CREAM TO MATCH THE EXISTING PAINT COLORS. SUBMIT MATCH

GENERAL NOTE:
GENERAL CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER DRAWING SCALE.

EXIST CARRIAGE HOUSE
SHALL REMAIN OUT OF SCOPE



hgm ASSOCIATES INC.
ENGINEERING ARCHITECTURE SURVEYING
council bluffs omaha

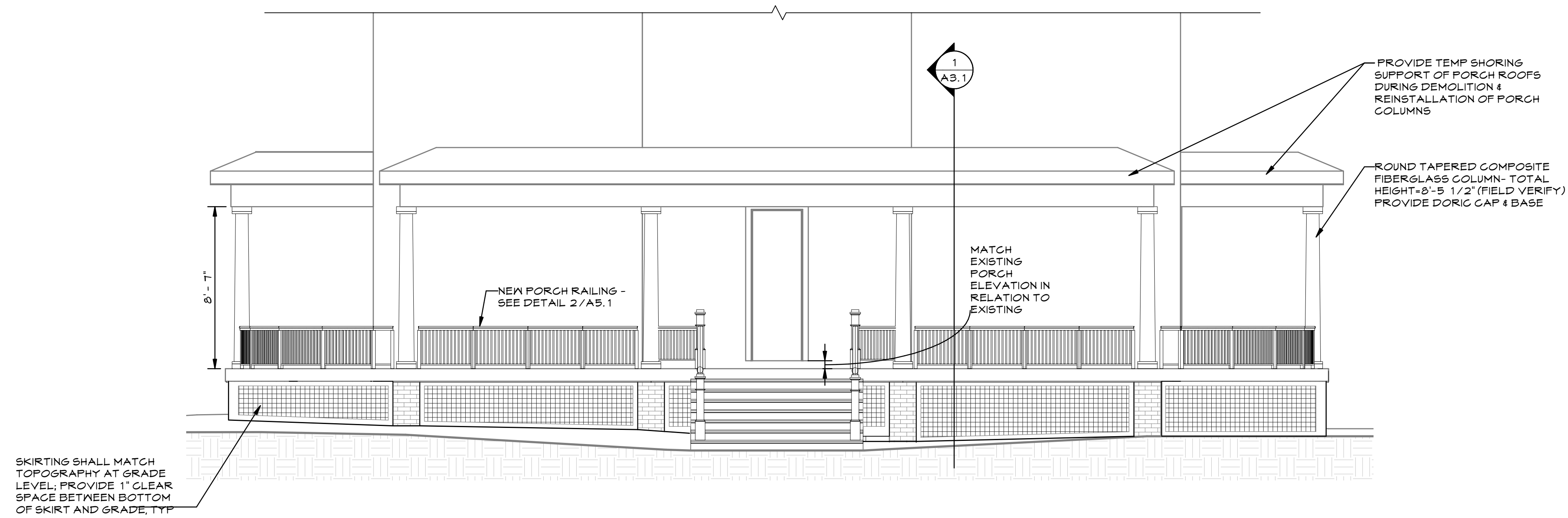
This drawing is being made for use on this project in accordance with hgm's professional services. hgm associates inc. assumes no liability for any use of this drawing for any purpose other than that intended, except in accordance with the terms of the above agreement.

Rev#	Date
HGM	
drawn	
HGM	
designed	
HGM	
approved	
7-30-21	date

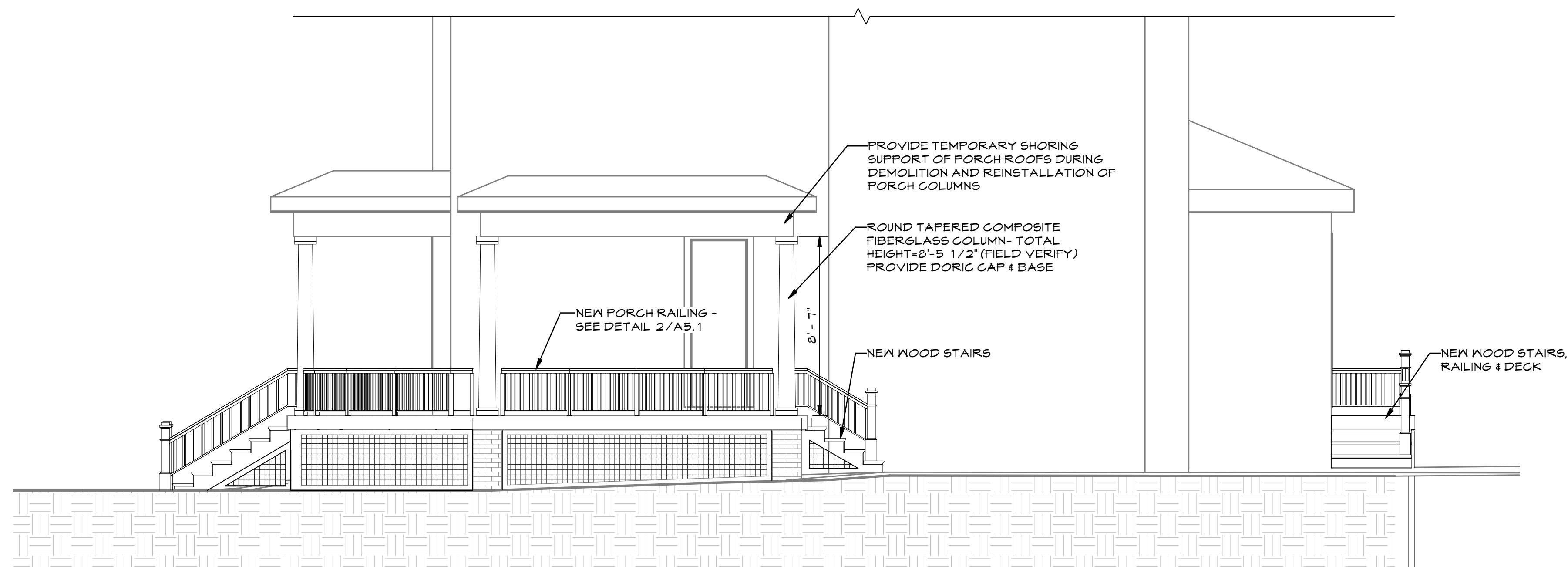
Beresheim Porch Replacement
621 S 3rd Street, Council Bluffs, IA 51503
project
City of Council Bluffs
client
FLOOR PLAN
sheet

project no.
107021
sheet
A1.1

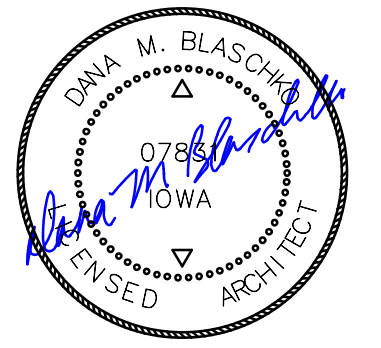
7/30/2021 12:29:35 PM \\SRV16\Users\dmb\Documents\Revit_Temp\107021 Beresheim_Porch_dmb.rvt



1 WEST ELEVATION
SCALE: 1/4" = 1'-0"



2 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



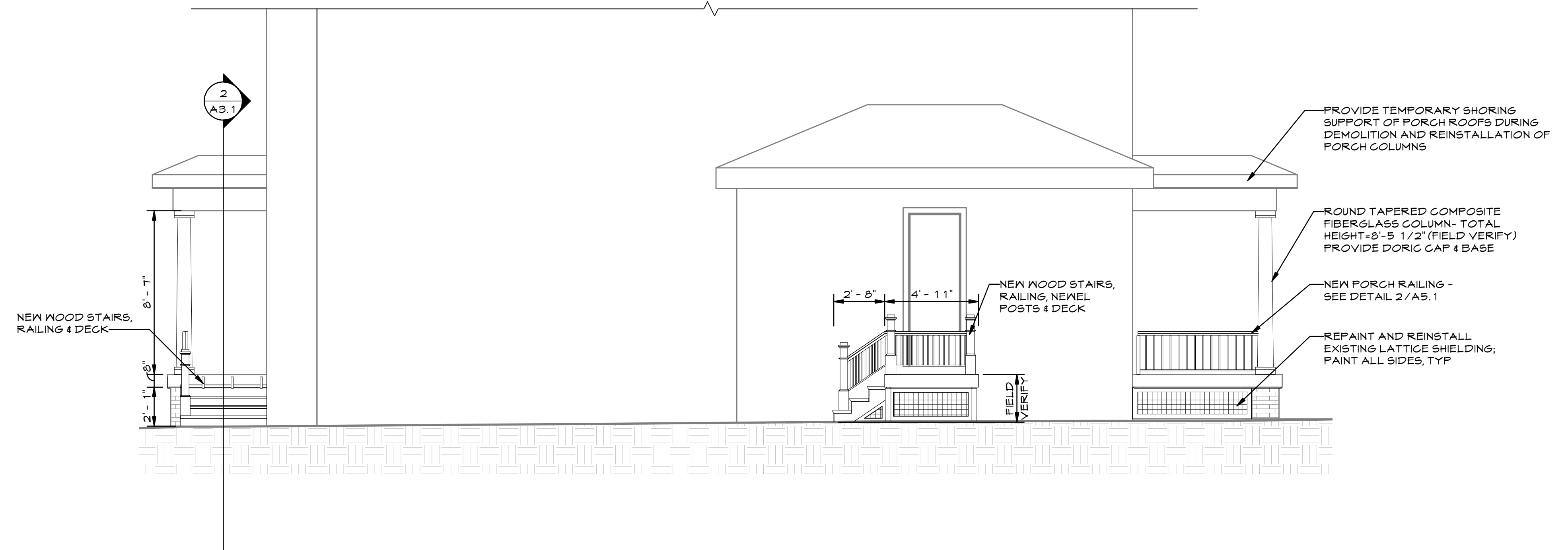
hgm
ASSOCIATES INC.
ENGINEERING ARCHITECTURE SURVEYING
council bluffs omaha

This drawing is being made for use on this project in accordance with hgm standards for professional services. hgm associates inc. assumes no liability for any use of this drawing except in accordance with the terms of the above agreement.

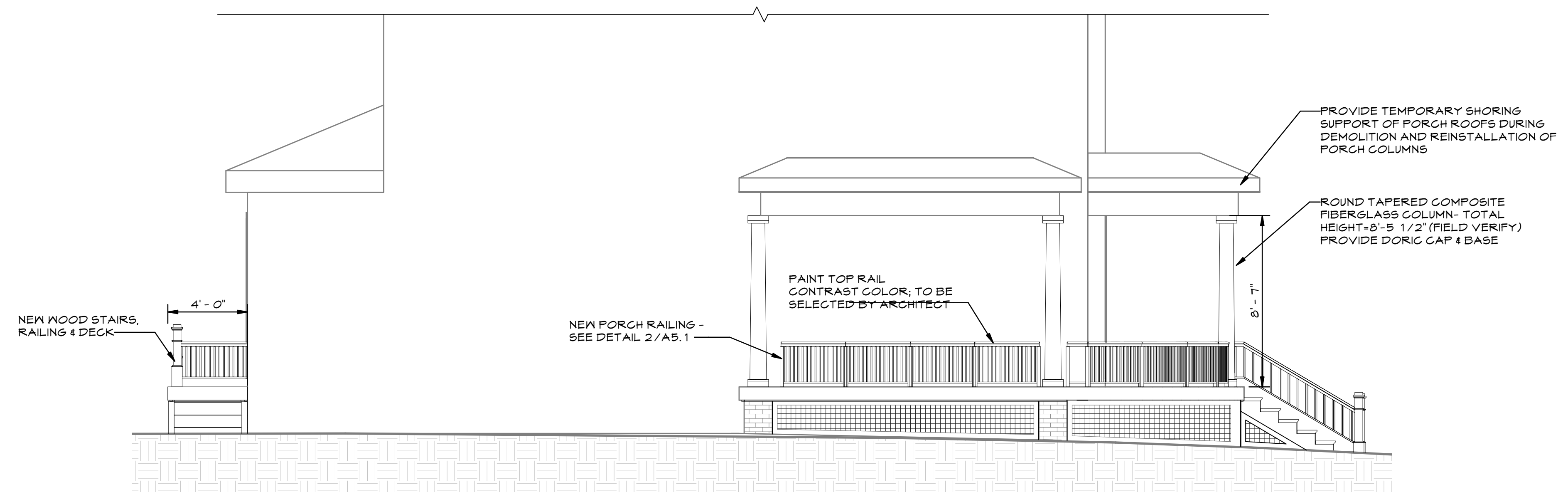
Rev#	Date
HGM	
drawn	
HGM	
designed	
HGM	
approved	
7-30-21	date

Beresheim Porch Replacement
621 S 3rd Street, Council Bluffs, IA 51503
project
client City of Council Bluffs
sheet
EXTERIOR ELEVATIONS

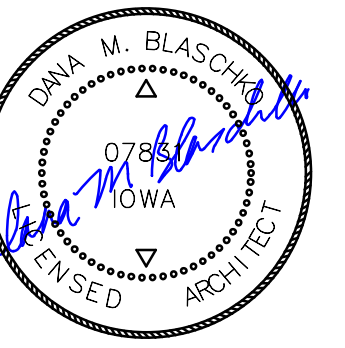
project no.
107021
sheet
A2.1



1 EAST ELEVATION
SCALE: 1/4" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



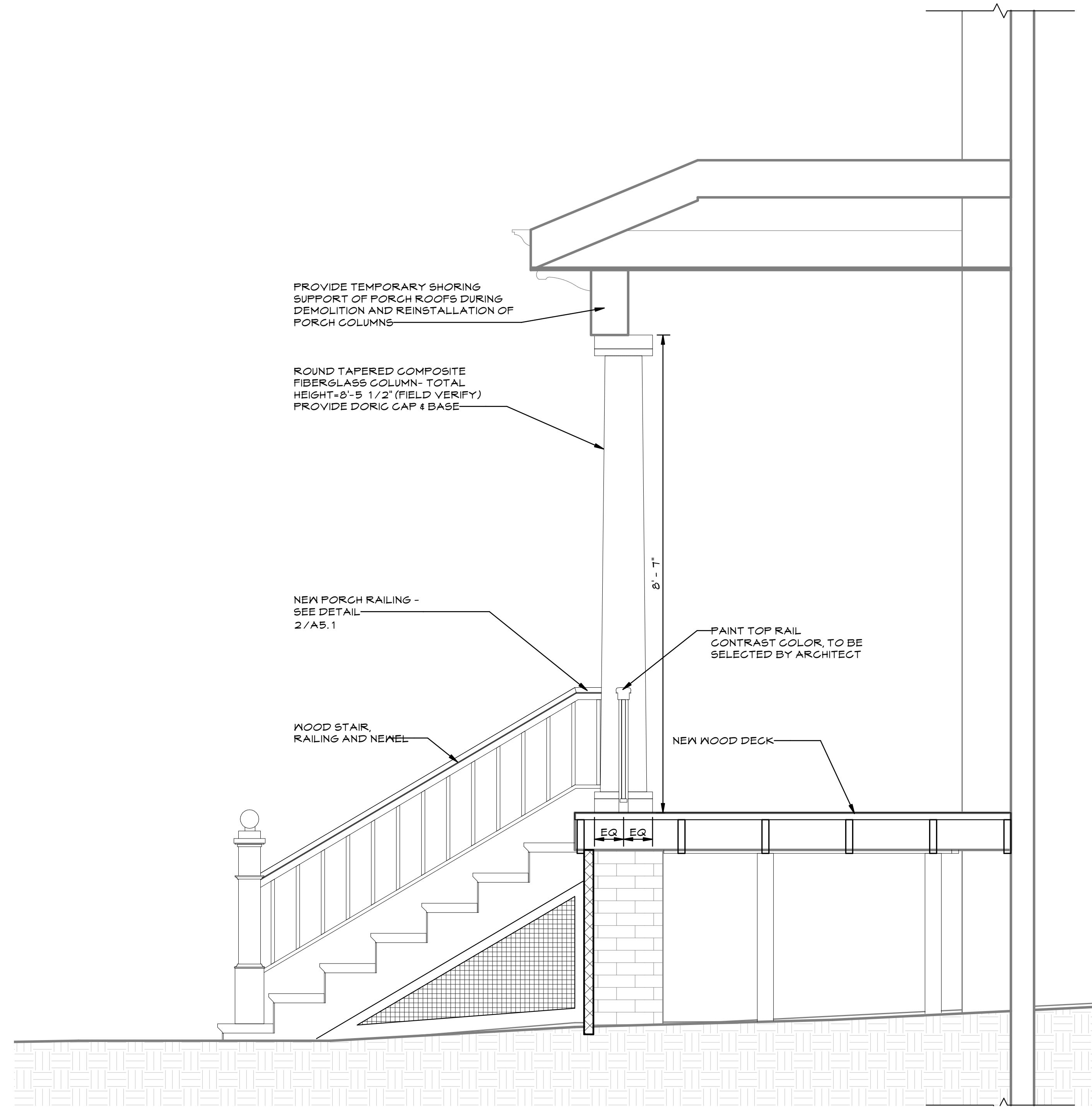
hgm
ASSOCIATES INC.
ENGINEERING ARCHITECTURE SURVEYING
council bluffs omaha

This drawing is being made for use on this project in accordance with hgm Associates Inc. professional services. hgm Associates Inc. assumes no liability for any use of this drawing except in accordance with the terms of the above agreement.

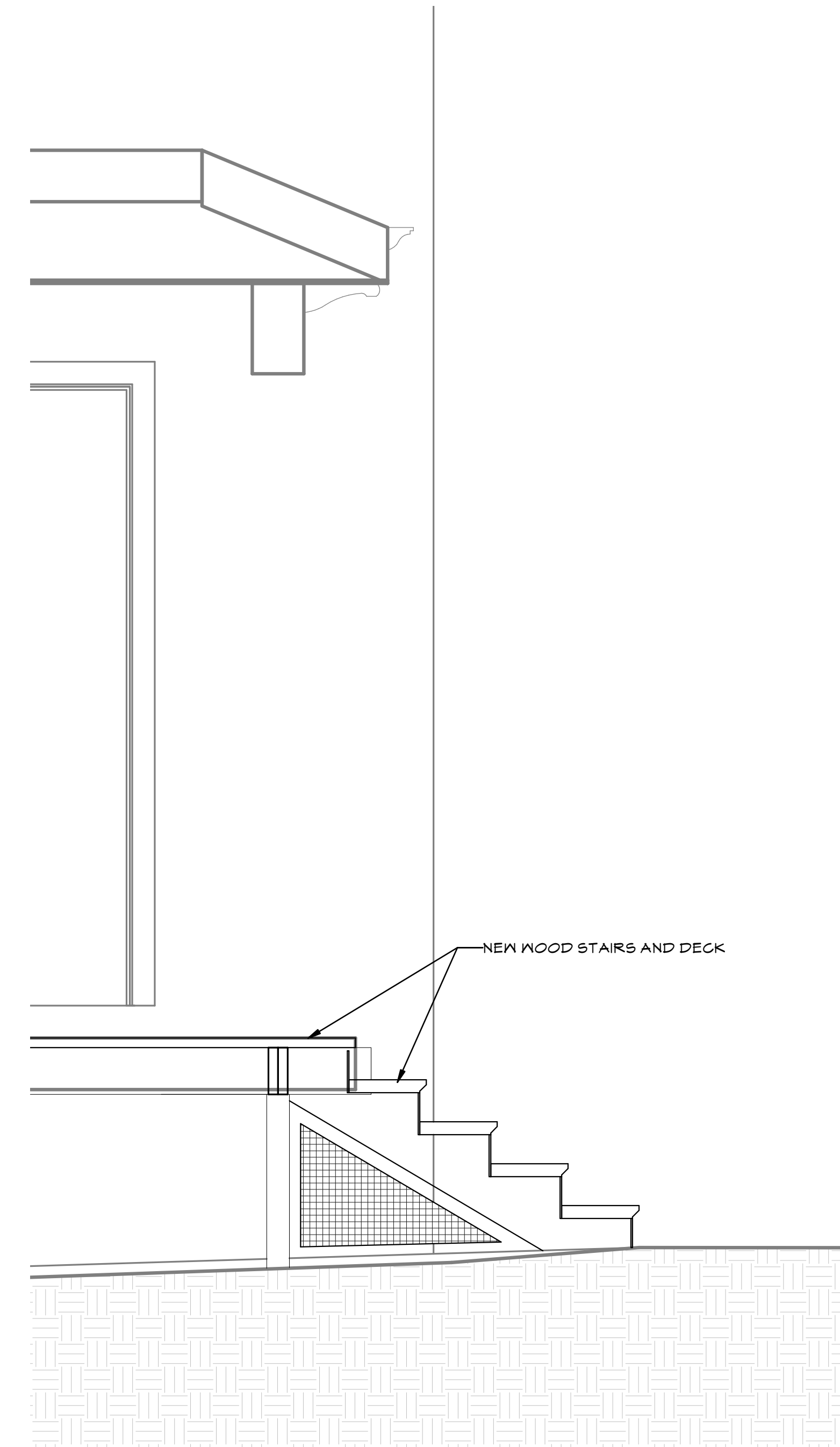
Rev#	Date
HGM	
drawn	
HGM	
designed	
HGM	
approved	
7-30-21	date

Beresheim Porch Replacement
621 S 3rd Street, Council Bluffs, IA 51503
project
City of Council Bluffs
client
EXTERIOR ELEVATIONS
sheet

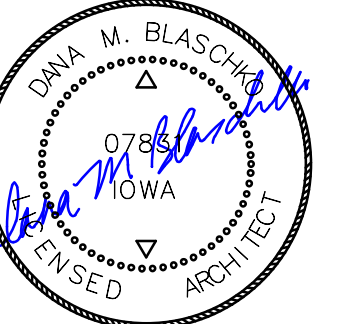
project no.
107021
sheet
A2.2



1 MAIN STAIRS
SCALE: 3/4" = 1'-0"



2 SIDE STAIRS
SCALE: 3/4" = 1'-0"



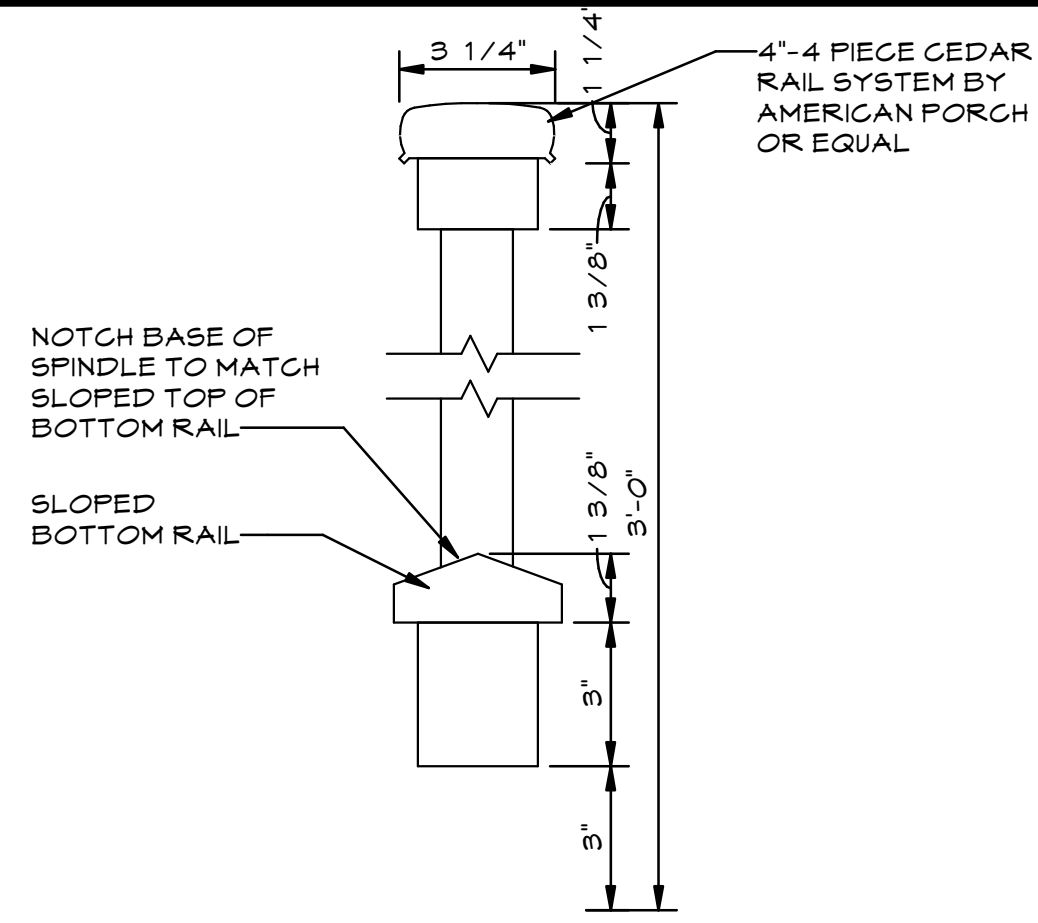
hgm
ASSOCIATES INC.
ENGINEERING ARCHITECTURE SURVEYING
council bluffs omaha

This drawing is being made for the use of the project in accordance with the professional services provided by hgm associates inc. hgm associates inc. assumes no liability for any use of this drawing for any purpose except in accordance with the terms of the above agreement.

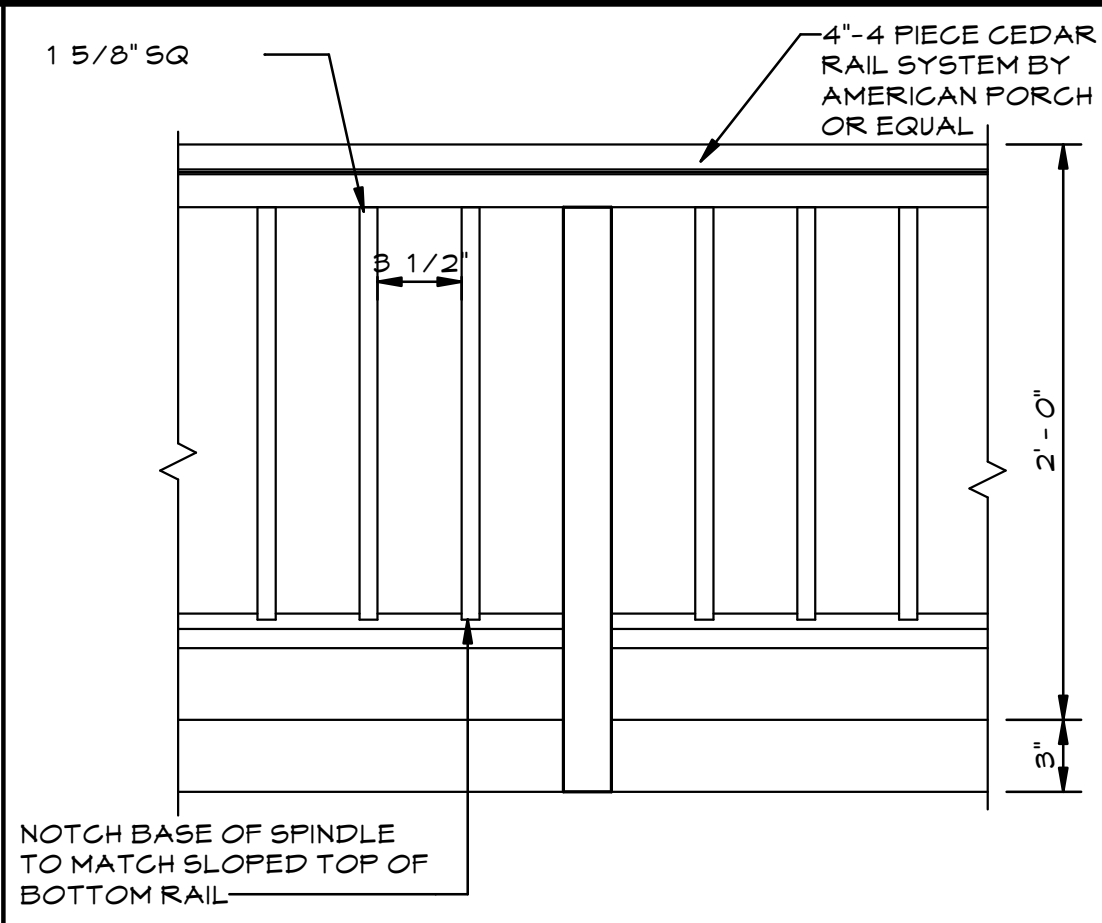
Rev#	Date
HGM	
drawn	
HGM	
designed	
HGM	
approved	
7-30-21	date

project **Beresheim Porch Replacement**
621 S 3rd Street, Council Bluffs, IA 51503
client City of Council Bluffs
sheet **WALL SECTIONS**

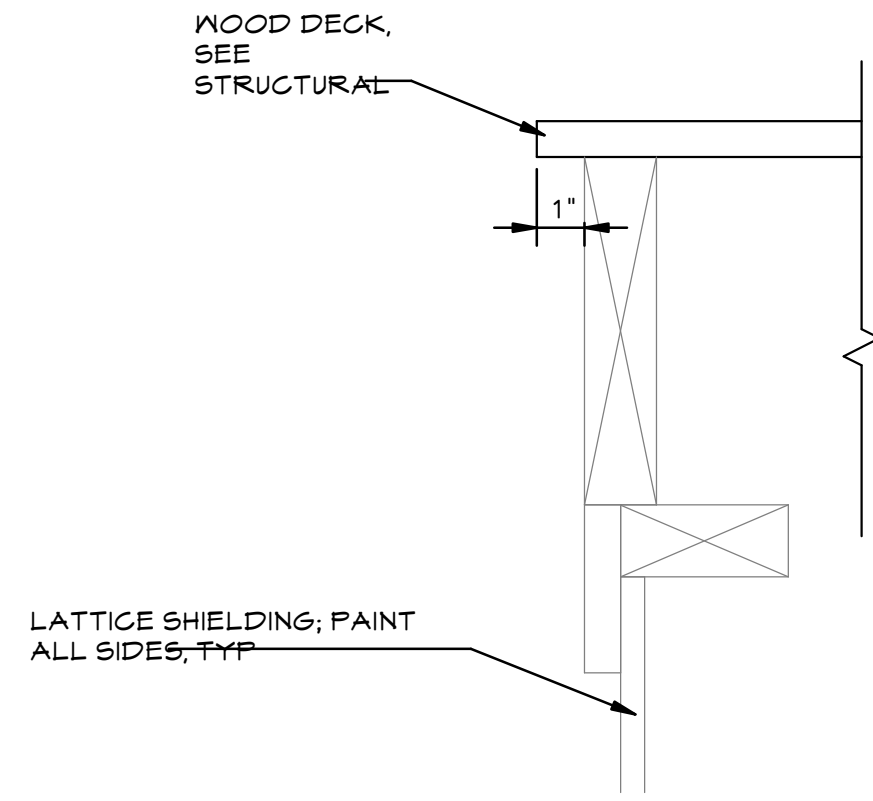
project no. **107021**
sheet **A3.1**



1 RAILING
SCALE: 3" = 1'-0"



2 RAILING ELEV
SCALE: 1 1/2" = 1'-0"



3 DECK EDGE
SCALE: 3" = 1'-0"

4 NOT USED
SCALE: 1 1/2" = 1'-0"

5 NOT USED
SCALE: 1 1/2" = 1'-0"

6 NOT USED
SCALE: 1 1/2" = 1'-0"

7 NOT USED
SCALE: 1 1/2" = 1'-0"

8 NOT USED
SCALE: 1 1/2" = 1'-0"

9 NOT USED
SCALE: 1 1/2" = 1'-0"

10 NOT USED
SCALE: 1 1/2" = 1'-0"

11 NOT USED
SCALE: 1 1/2" = 1'-0"

12 NOT USED
SCALE: 1 1/2" = 1'-0"

13 NOT USED
SCALE: 1 1/2" = 1'-0"

14 NOT USED
SCALE: 1 1/2" = 1'-0"

15 NOT USED
SCALE: 1 1/2" = 1'-0"

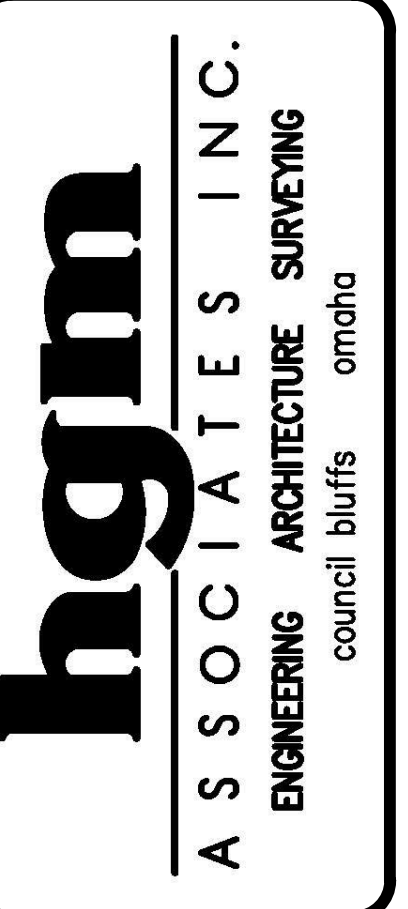
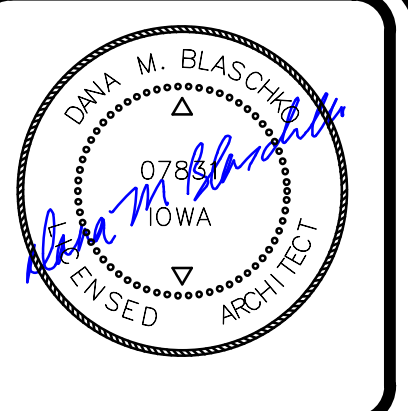
16 NOT USED
SCALE: 1 1/2" = 1'-0"

17 NOT USED
SCALE: 1 1/2" = 1'-0"

18 NOT USED
SCALE: 1 1/2" = 1'-0"

19 NOT USED
SCALE: 1 1/2" = 1'-0"

20 NOT USED
SCALE: 1 1/2" = 1'-0"



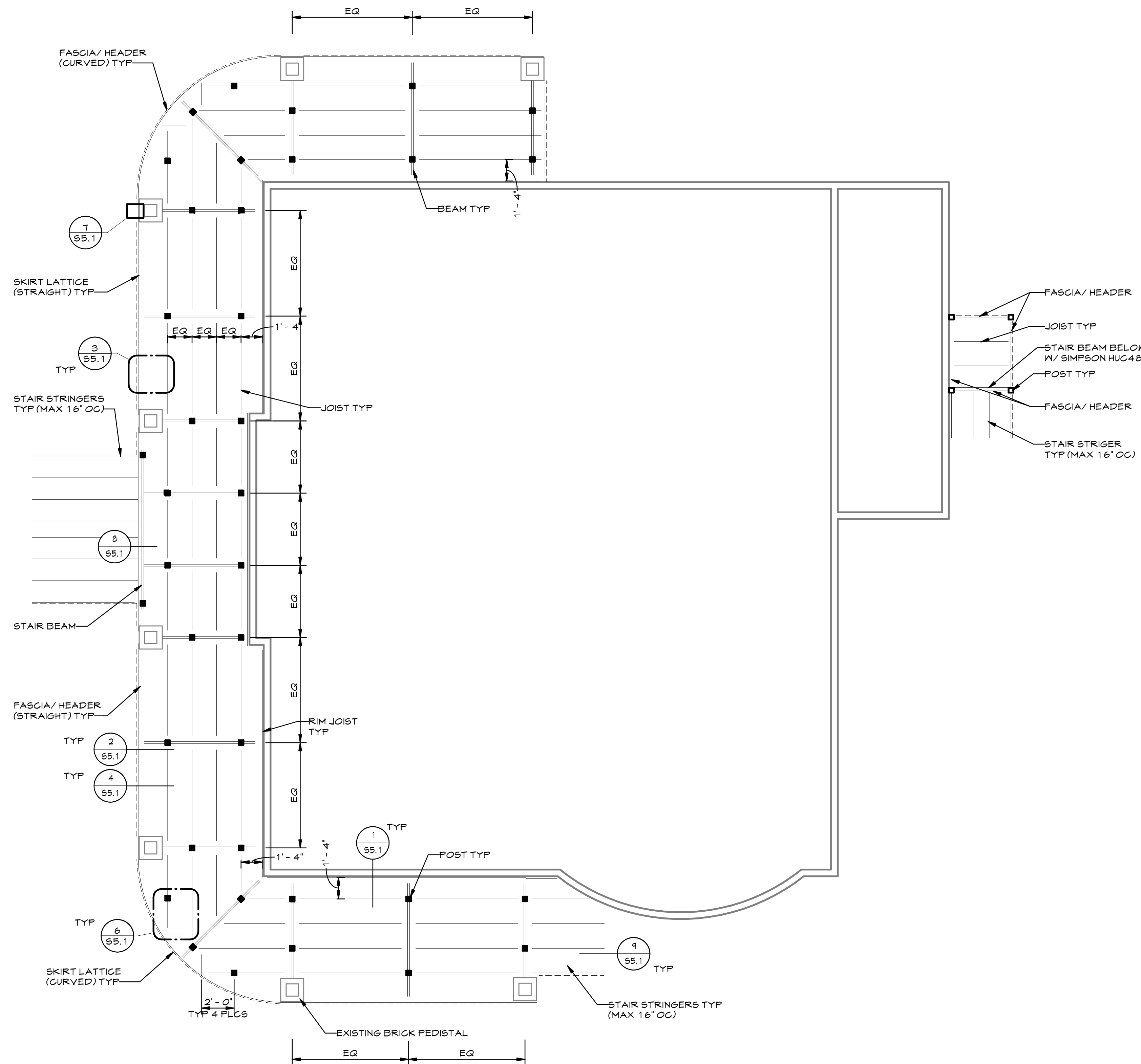
This drawing is being made in accordance with the professional services provided by hgm associates inc. hgm associates inc. assumes no liability for any use of this drawing except in accordance with the terms of the above agreement.

Rev#	Date
HGM	
drawn	
HGM	
designed	
HGM	
approved	
7-30-21	date

Beresheim Porch Replacement
621 S 3rd Street, Council Bluffs, IA 51503
project
City of Council Bluffs
client
DETAILS
sheet

project no.
107021
sheet
A5.1

7/30/2021 12:29:38 PM \\SRV16\Users\dmb\Documents\Revit\107021 Beresheim_Porch_dmb.rvt



1 FRAMING PLAN

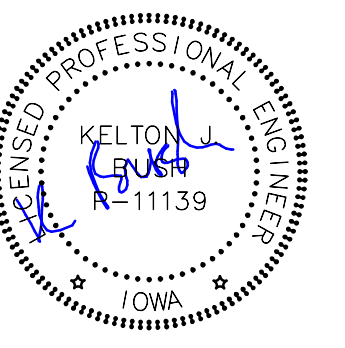
SCALE: 1/4" = 1'-0"



PORCH FRAMING NOTES:

1. REPLACE ALL EXISTING SUPPORT POSTS, JOISTS, BEAMS, PORCH FASCIA/HEADERS (BOTH AT EXTERIOR SIDE OF PORCH AND ALONG EXISTING FOUNDATION WALL, RAILING SYSTEMS, PORCH LATTICE, AND PORCH ROOF SUPPORT COLUMNS).
2. REPLACE ALL THREE STAIRS AND RAILINGS. ADD NEW RAILINGS WHERE NONE PREVIOUSLY EXISTED.
3. PROVIDE NEW FOUNDATIONS FOR ALL SUPPORT POSTS AND STAIRS.
4. NEW DECK CONSTRUCTION SHALL SLOPE. MATCH THE EXISTING ELEVATIONS AT THE FACE OF THE BUILDING AND THE OPEN PERIMETER OF THE DECK. DO NOT COPY THE EXISTING 'SAG' AT THE CURVED SECTIONS.
5. ALL LUMBER CONNECTIONS AND FASTENERS SHALL BE AS MANUFACTURED BY SIMPSON STRONG-TIE. PROVIDE CONNECTIONS WITH 'ZMAX' WHERE AVAILABLE FROM SIMPSON. PROVIDE HOT-DIP GALVANIZED FASTENERS. COMPLY WITH SIMPSON STRONG-TIE RECOMMENDATIONS (INCLUDING NAIL SIZE, QUANTITY, AND FINISH) TO ACHIEVE THE MAXIMUM CAPACITY FROM EACH CONNECTION FOR THE MATERIALS BEING JOINED.
6. NEW STRUCTURAL WOOD MATERIALS:

6.1. SUPPORT POSTS	4x4	PRESSURE TREATED LUMBER
6.2. JOISTS	2x8	PRESSURE TREATED LUMBER
6.3. DECK BEAMS	2 - 2x8	PRESSURE TREATED LUMBER w/ 1/2" CEDAR OR PRESSURE TREATED LUMBER SPACER.
STAIR BEAMS	2 - 2x10	PRESSURE TREATED LUMBER w/ 1/2" CEDAR OR PRESSURE TREATED LUMBER SPACER.
6.4. DECK FASCIA/HEADER (STRAIGHT)	2x8	CEDAR
6.5. DECK FASCIA/HEADER (CURVED)	2x8	CEDAR, CONSISTING OF 6 LAYERS OF 1/4" (OR MULTIPLE LAYERS OF THINNER MATERIAL) CURVED AND LAMINATED TOGETHER.
6.6. RIM JOISTS	2x8	PRESSURE TREATED LUMBER
6.7. LATTICE SKIRT (STRAIGHT)	1/2"x1-1/2"	CEDAR
6.8. LATTICE SKIRT (CURVED)	1/2"x1-1/2"	CEDAR, CONSISTING OF 2 LAYERS OF 1/4" (OR MULTIPLE LAYERS OF THINNER MATERIAL) CURVED AND LAMINATED TOGETHER.
6.9. LATTICE BOTTOM TRIM (STRAIGHT)	1x6	CEDAR
6.10. LATTICE BOTTOM TRIM (CURVED)	1x6	CEDAR, CONSISTING OF 3 LAYERS OF 1/4" (OR MULTIPLE LAYERS OF THINNER MATERIAL) CEDAR CURVED AND LAMINATED TOGETHER.
6.11. LATTICE TOP TRIM (STRAIGHT)	1x4	CEDAR
6.12. LATTICE TOP TRIM (CURVED)	1x4	CONSISTING OF 3 LAYERS OF 1/4" (OR MULTIPLE LAYERS OF THINNER MATERIAL) CURVED AND LAMINATED TOGETHER.
6.13. LATTICE SIDE TRIM	1x4	CEDAR
6.14. LATTICE BRACING	2x4	PRESSURE TREATED LUMBER
6.15. STAIR STRINGERS	2x12	PRESSURE TREATED LUMBER
6.16. MISC. FRAMING	SIZE	AS NOTED OR REQUIRED
	MATERIAL	EXPOSED - CEDAR
		HIDDEN - PRESSURE TREATED LUMBER
7. INDIVIDUAL LAYERS/PLYS OF LAMINATED (CURVED) FASCIA/HEADERS AND CURVED LATTICE SKIRT, TOP, AND BOTTOM TRIM SHALL BE PRE-BENT AND LAMINATED TOGETHER WITH WATER-PROOF URETHANE GLUE. STEAM TREATMENT TO AUGMENT BENDING IS ACCEPTABLE. HOWEVER FABRICATED, THE FINAL CURVED MEMBERS SHALL BE TRUE TO SIZE AND CONFIGURATION (RADIUS/DIAMETER/SLOPE). THE EXPOSED-TO-VIEW LAYER/PLY SHALL BE FREE OF ANY LOOSE KNOTS OR OTHER BLEMISH/IRREGULARITY THAT WOULD DETRACT FROM THE FINISHED INSTALLATION.
8. EXPOSED-TO-VIEW MEMBERS SHALL BE FREE OF LOOSE KNOTS, SPLITS, WARPS, OR OTHER SURFACE BLEMISH/IRREGULARITY THAT WOULD DETRACT FROM THE APPEARANCE OF THE FINISHED INSTALLATION.
9. STRAIGHT AND CURVED FASCIA/HEADERS SHALL BE ATTACHED TO EXISTING BRICK PEDESTALS TO MATCH EXISTING CONDITIONS. STRAIGHT AND CURVED FASCIA/HEADERS SHALL BE CONTINUOUS BETWEEN BRICK PEDESTALS.
10. SUPPORT POSTS:
 - 9.1. CUT ENDS SHALL BE IMMERSSED (TO REFUSAL) IN A LIQUID, PERMANENT, ANTI-MOLD/FUNGUS/INSECT PRESERVATIVE AGENT.
 - 9.2. TOP OF POSTS SHALL BE PRECISELY CUT TO THE SLOPE OF THE PORCH. POSTS SHALL BE REPLACED AT LOCATIONS WHERE BEAMS DO NOT FIT FLUSH WITH THE TOP OF THE POST.
11. ALL EXPOSED FASTENERS SHALL BE STAINLESS STEEL SCREWS. TEMPLATES SHALL BE EMPLOYED TO PREDRILL ALL SCREW HOLES TO ELIMINATED SCREW BREAKAGE AND TO ENSURE THAT THE SCREW PLACEMENT AND ALIGNMENT IS IDENTICAL AT EACH SIMILAR LOCATION.
12. SKIRT LATTICE:
 - 12.1. CONSTRUCT WITH HORIZONTAL AND VERTICAL MEMBERS SPACED 3 INCHES ON CENTER.
 - 12.2. HORIZONTAL MEMBERS SHALL ALIGN EACH SIDE OF COLUMNS AND OTHER LOCATIONS.
 - 12.3. SKIRT LATTICE (INCLUDING TOP/BOTTOM/SIDE TRIM MEMBERS, AND 2x4 FRAME) SHALL BE PRIMED AND PAINTED INSIDE AND OUT PRIOR TO INSTALLATION.
 - 12.4. SKIRT LATTICE ASSEMBLIES SHALL BE CONTINUOUS BETWEEN EXISTING BRICK COLUMN/PIERS.
 - 12.5. SKIRT LATTICE ASSEMBLIES SHALL BE INSTALLED ALONG ALL EXPOSED-TO-VIEW SIDES OF PORCH AND EACH STAIR.
13. ALL DECK BOARD ENDS (TOP AND BOTTOM) SHALL BE ROUTED TO THE SAME PROFILE AS THE SIDES OF THE DECK BOARDS. IF THE SIDES OF THE DECK BOARDS ARE 'SQUARE' THE ENDS SHALL BE ROUTED TO A 1/8" RADIUS.
14. FOR DECK BOARDS, STAIR RISERS AND RUNS, RAILING, COLUMNS, ETC. NOT SHOWN ON THE STRUCTURAL SHEETS SEE ARCHITECTURAL.
15. PORCH COLUMNS:
 - 15.1. ATTACH DIRECTLY TO THE EXISTING BRICK PIERS AND NOT TO THE WOOD DECK CONSTRUCTION.
 - 15.2. EACH PORCH COLUMN SHALL BE ATTACHED TO BOTH THE EXISTING ROOF STRUCTURE AND THE EXISTING BRICK PIERS TO RESIST DOWNWARD LOADS OF 3500 LBS. AND UPWARD LOADS OF 2,000 LBS. EMPLOY CONNECTIONS AS RECOMMENDED BY THE COLUMN MANUFACTURER. ALL CONNECTION MATERIALS SHALL BE HOT-DIP GALVANIZED.



hgm
ASSOCIATES INC.
 ENGINEERING ARCHITECTURE SURVEYING
 council bluffs omaha

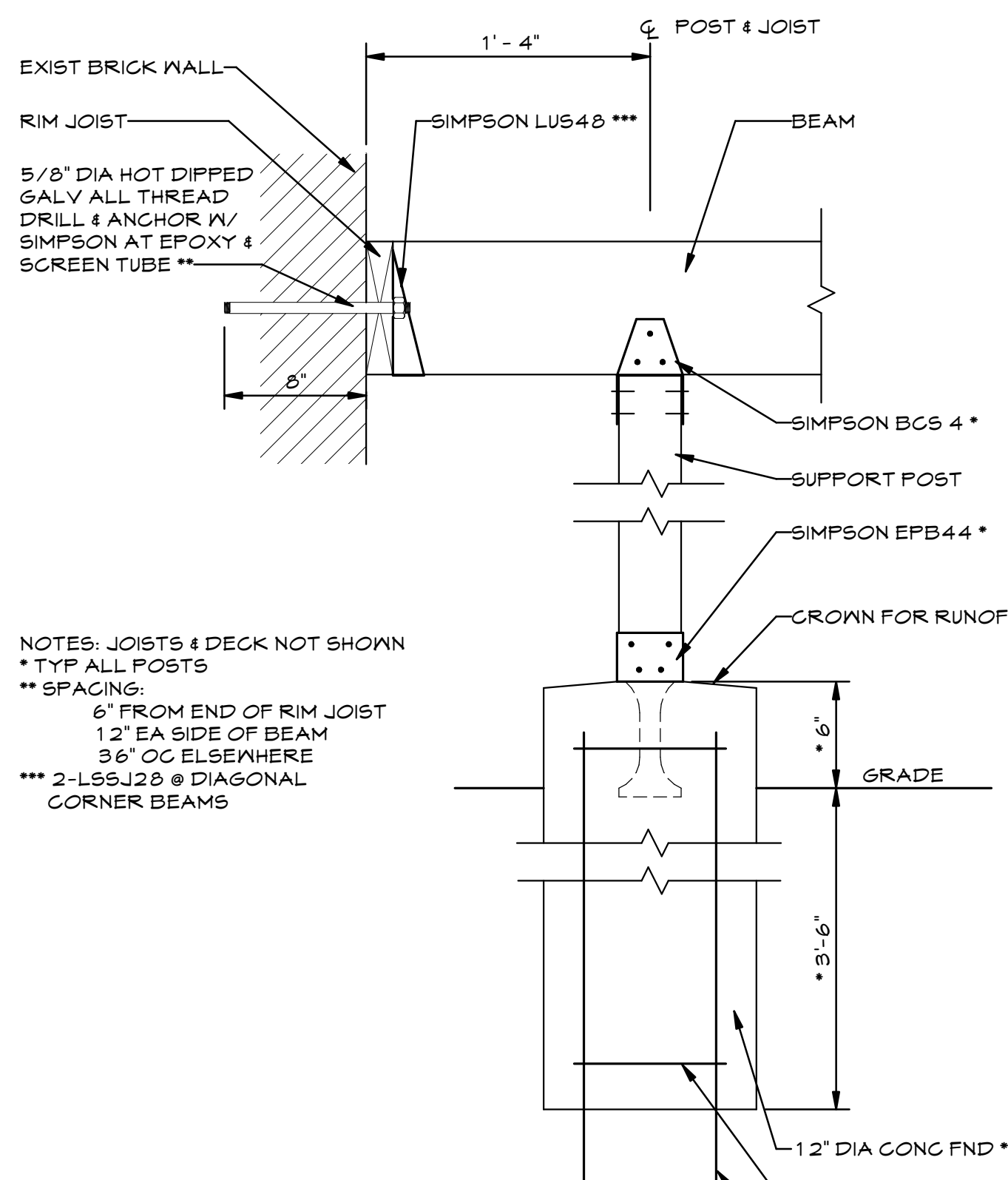
This drawing is being made for use on this project in accordance with hgm classification for professional services. hgm associates inc. assumes no liability for any use of this drawing for any other project except in accordance with the terms of the above agreement.

Rev#	Date
HGM drawn	
HGM designed	
HGM approved	
7-30-21	date

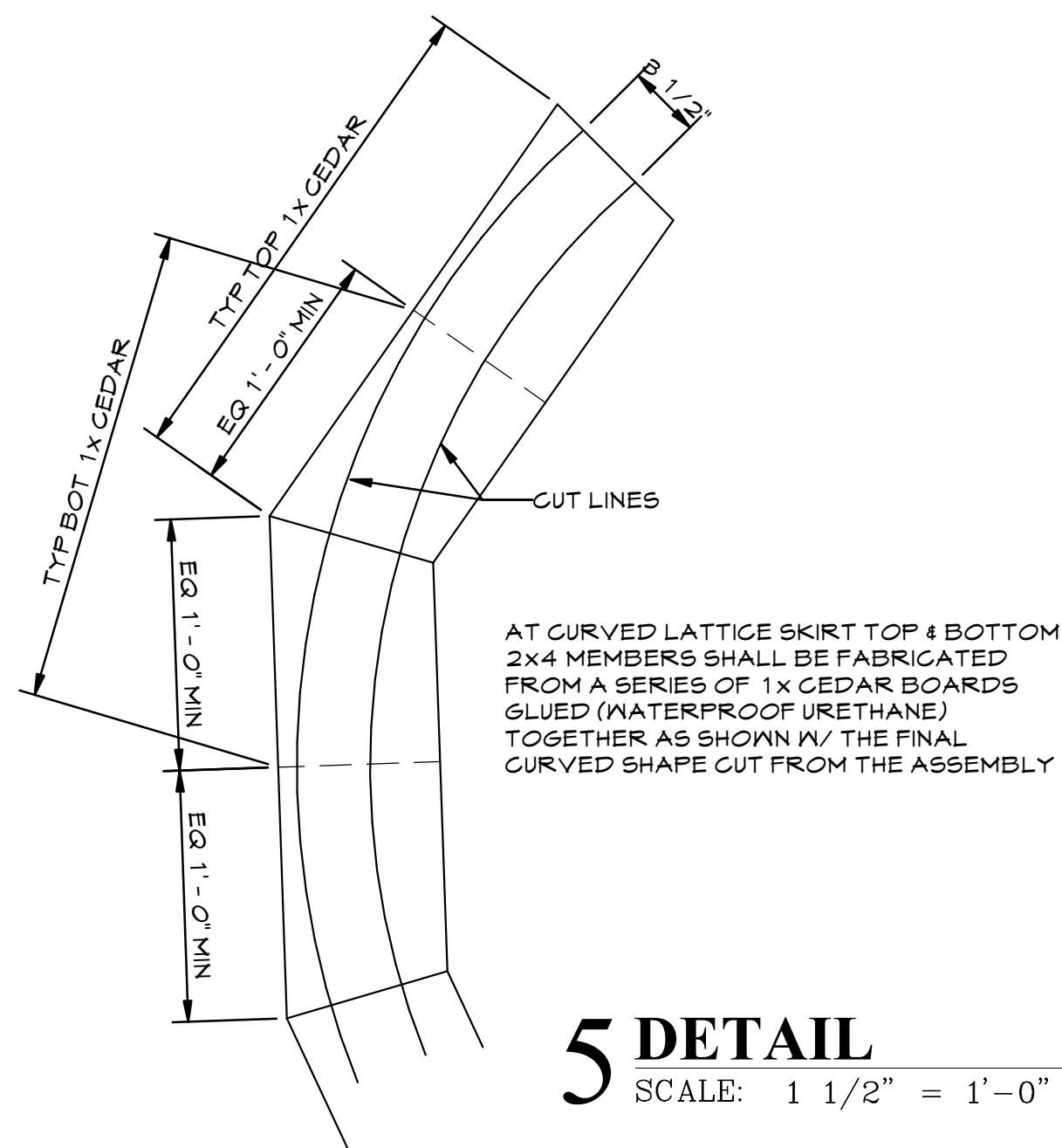
Beresheim Porch Replacement
 621 S 3rd Street, Council Bluffs, IA 51503

City of Council Bluffs
FRAMING PLAN

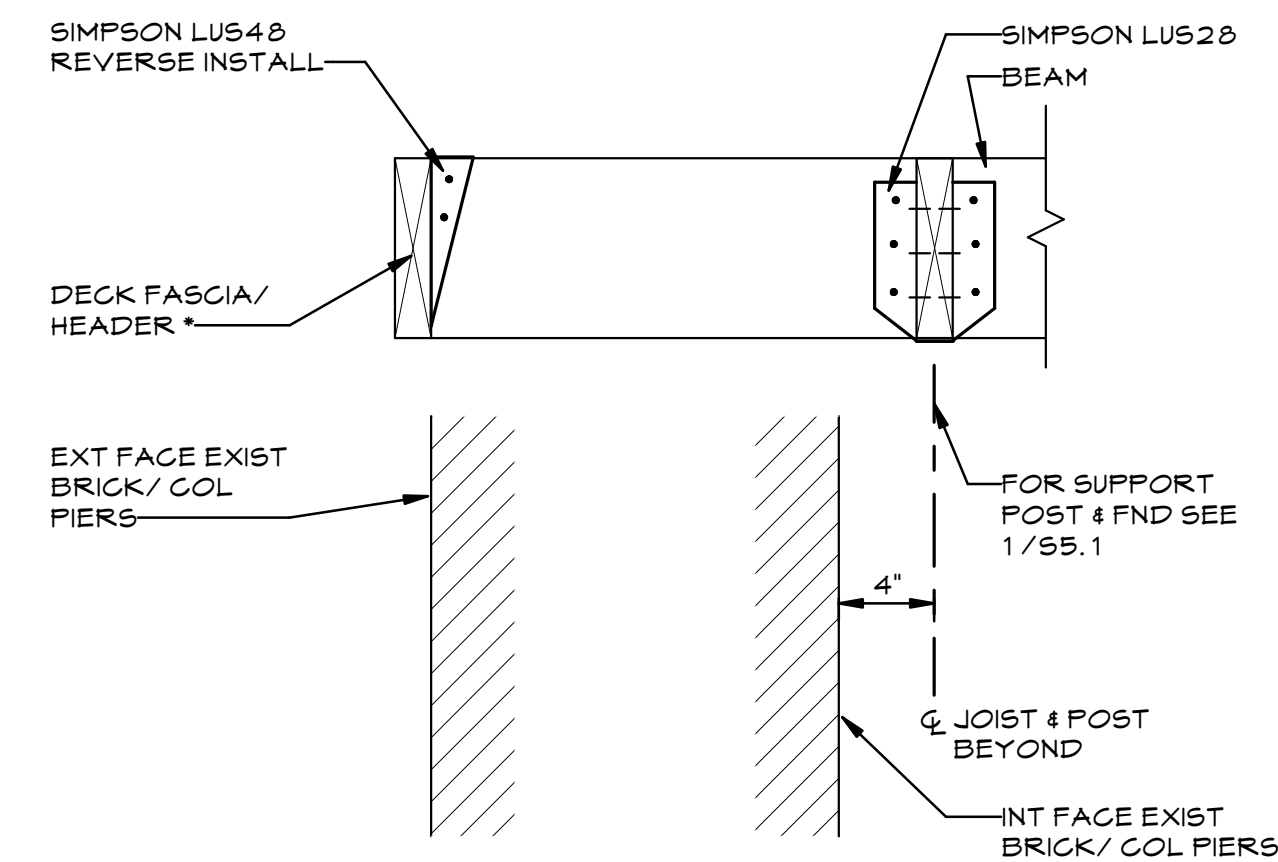
project no.
107021
 sheet
S1.1



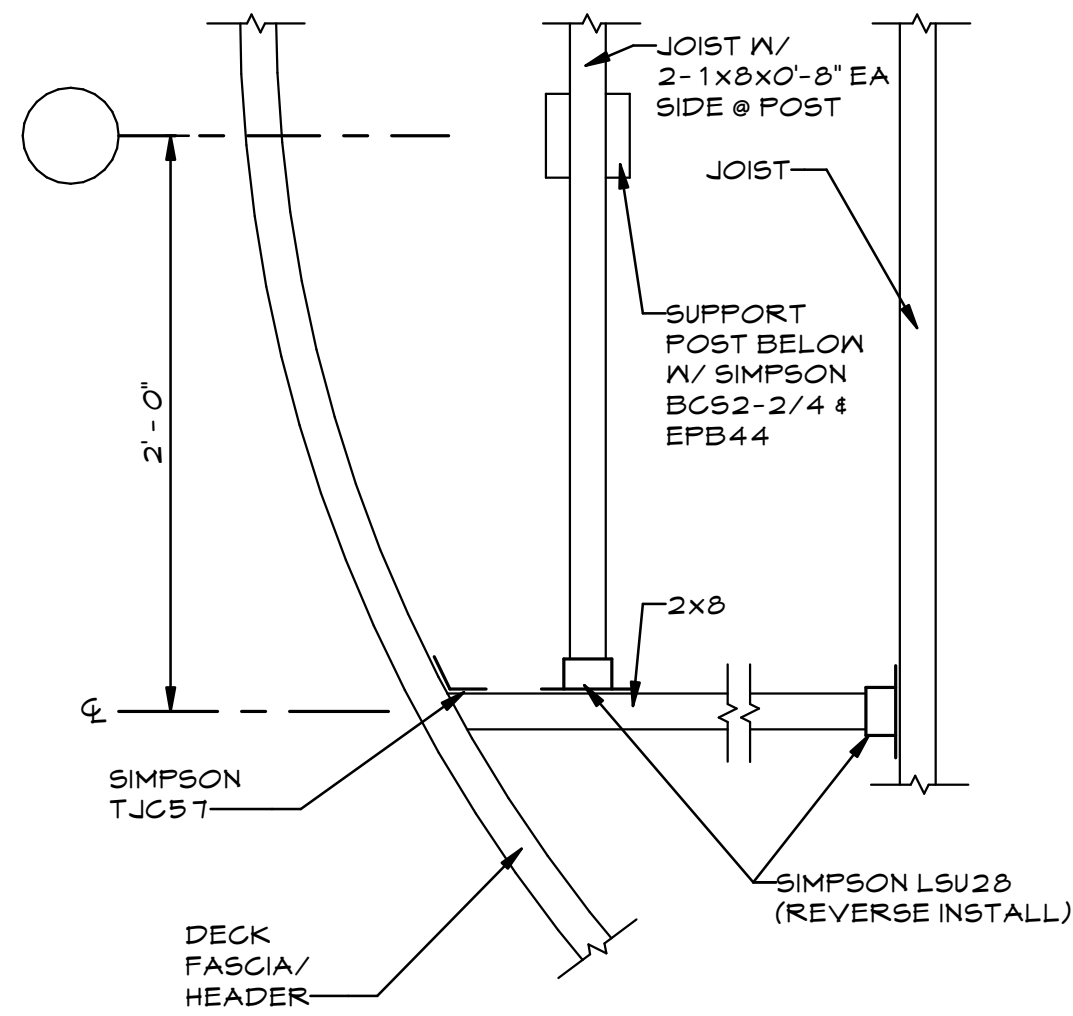
1 DETAIL
SCALE: 1 1/2" = 1'-0"



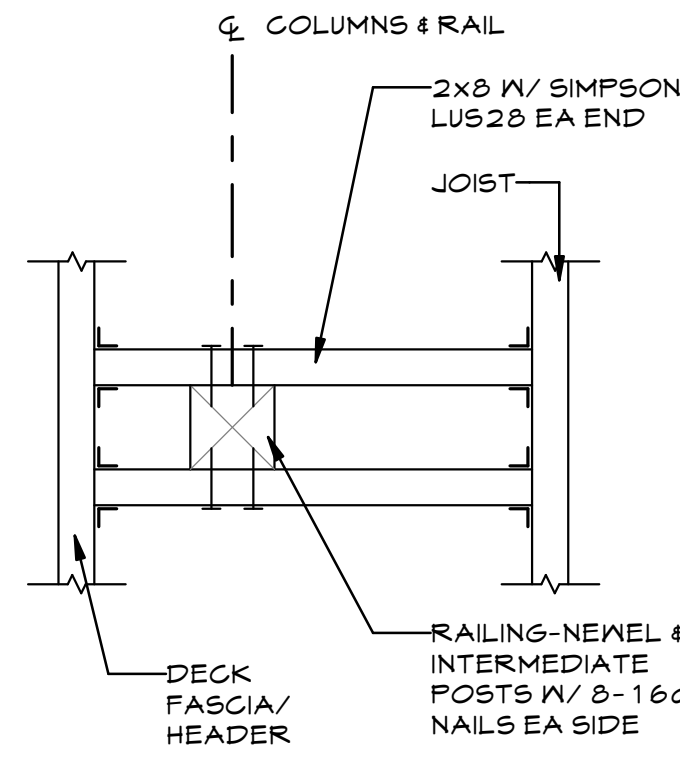
2 DETAIL
SCALE: 1 1/2" = 1'-0"



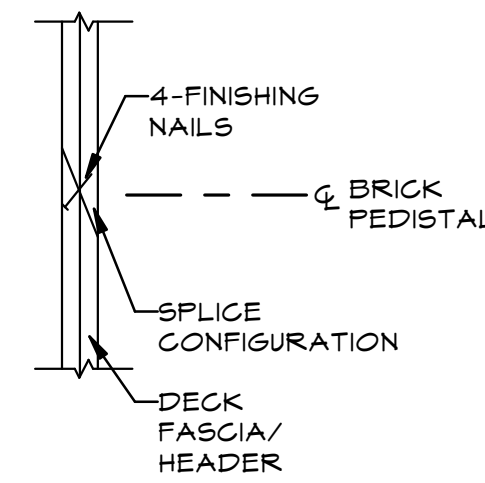
3 DETAIL
SCALE: 1 1/2" = 1'-0"



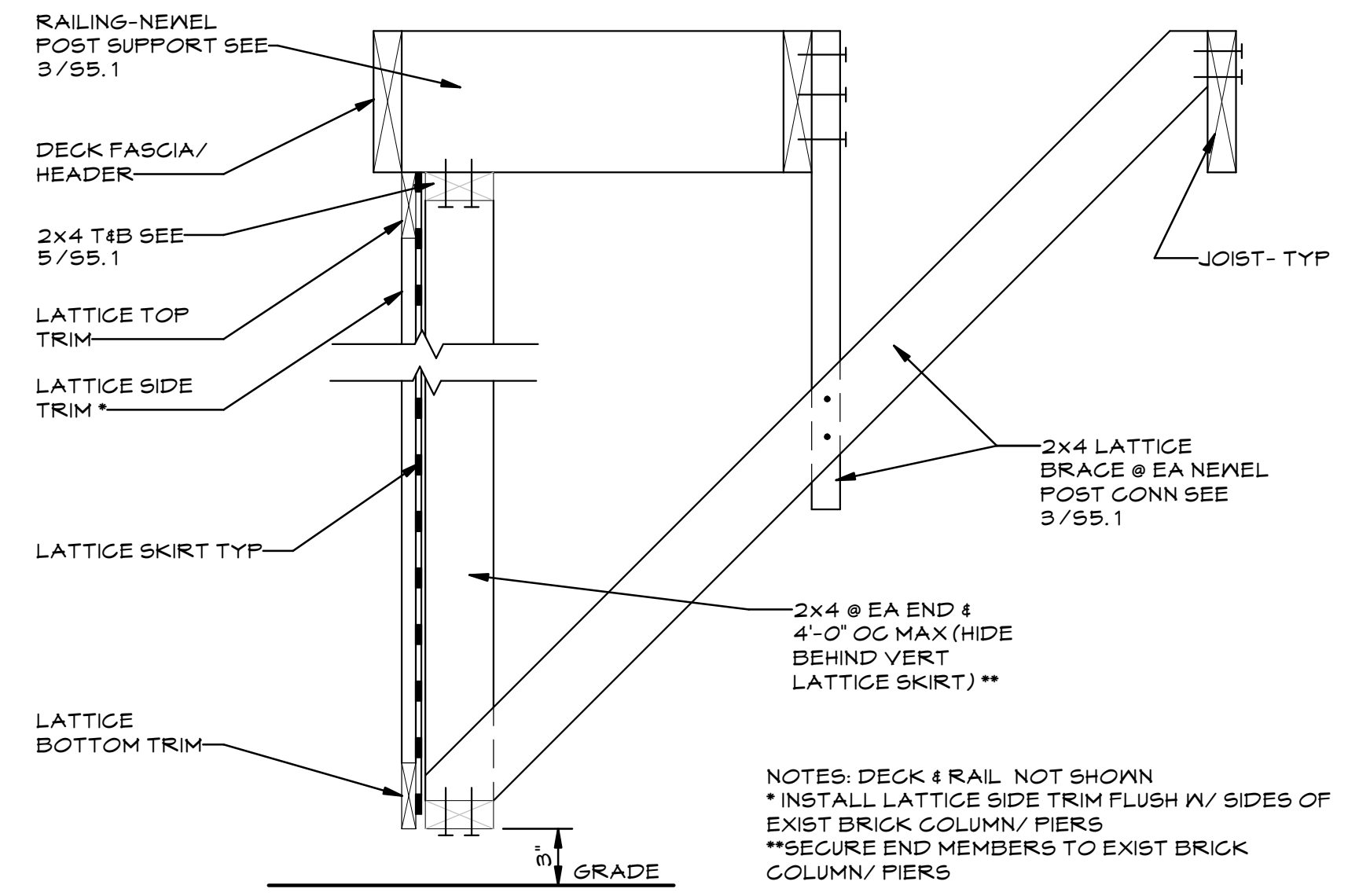
4 DETAIL
SCALE: 1 1/2" = 1'-0"



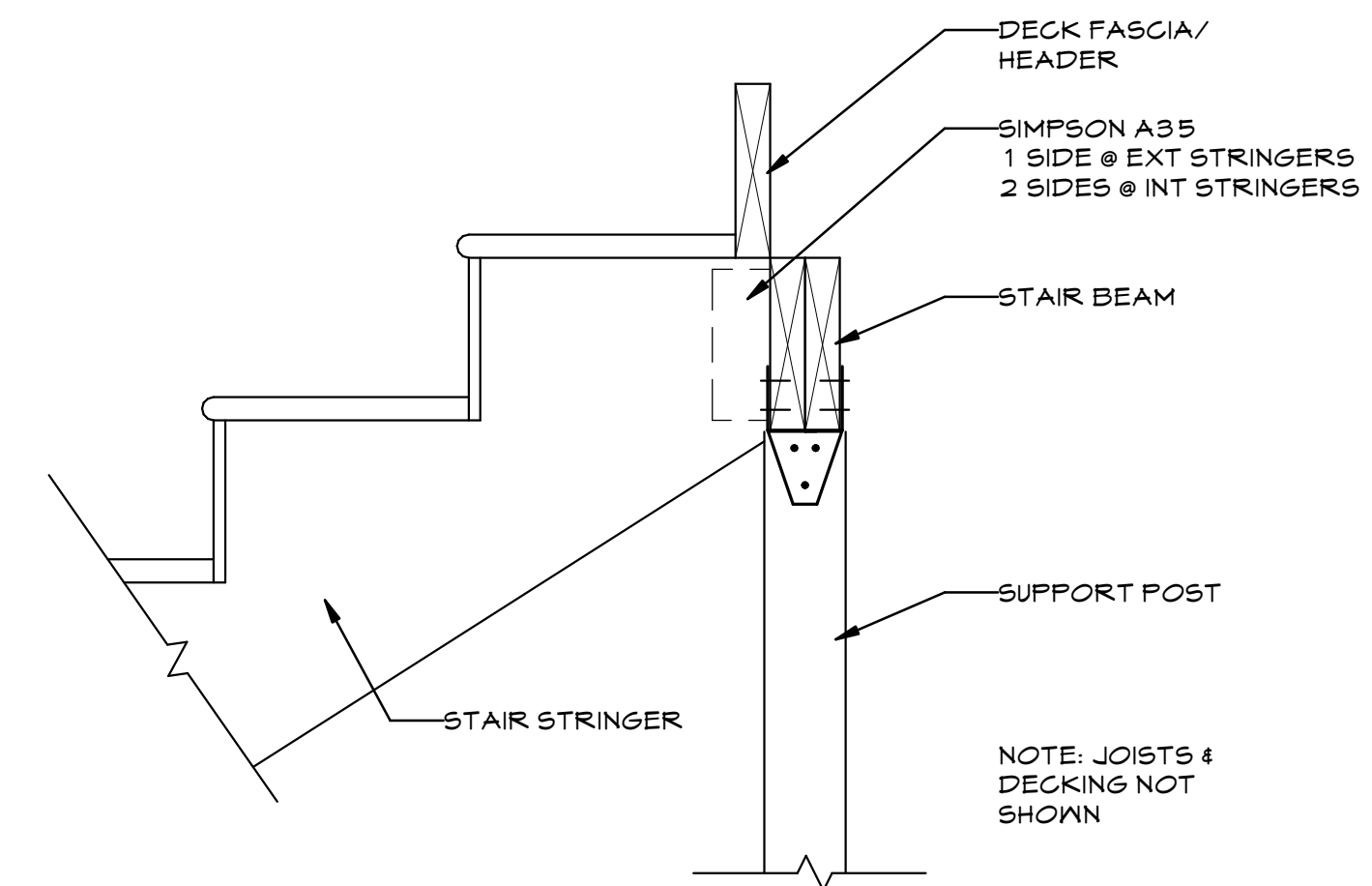
5 DETAIL
SCALE: 1 1/2" = 1'-0"



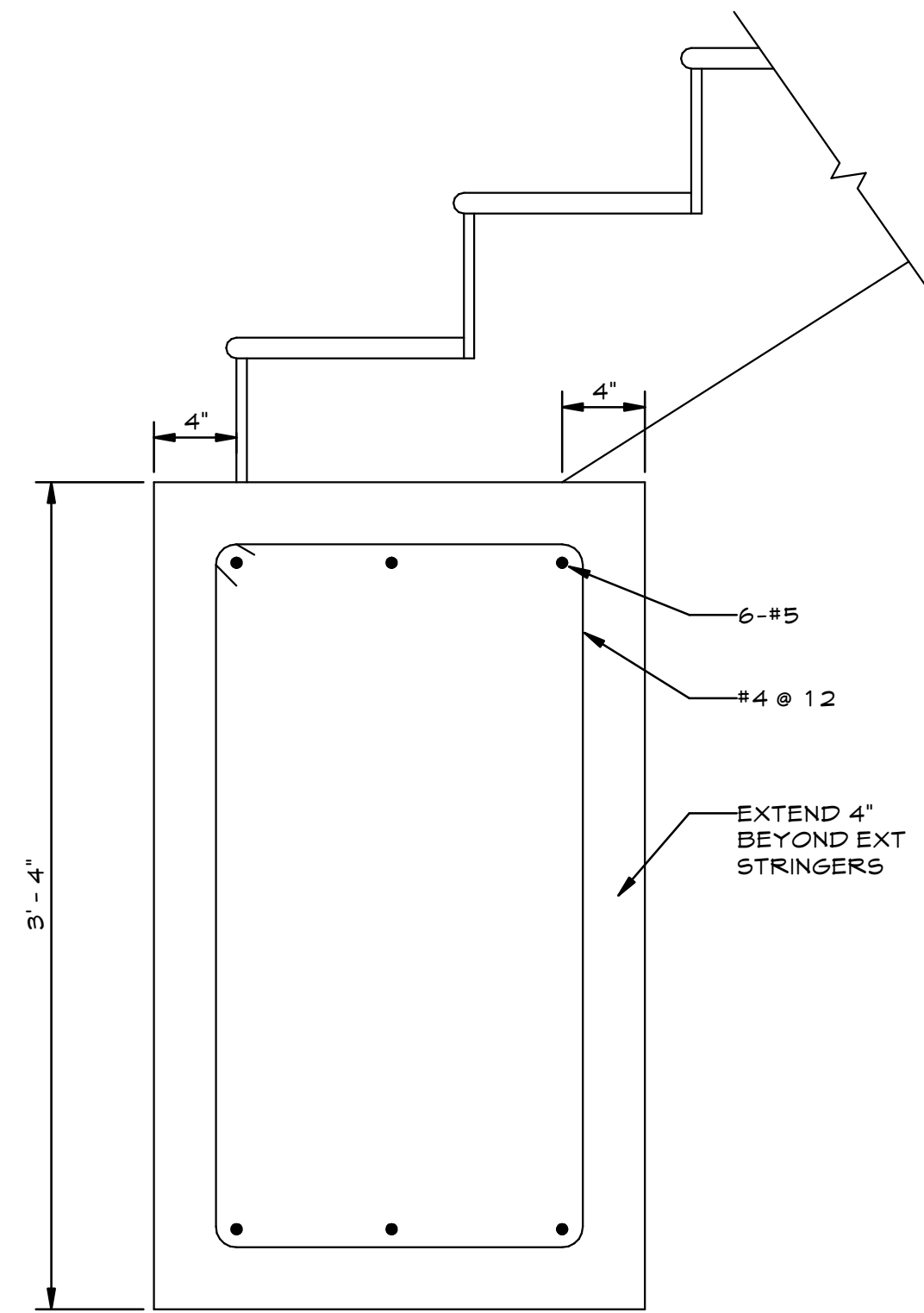
6 DETAIL
SCALE: 1 1/2" = 1'-0"



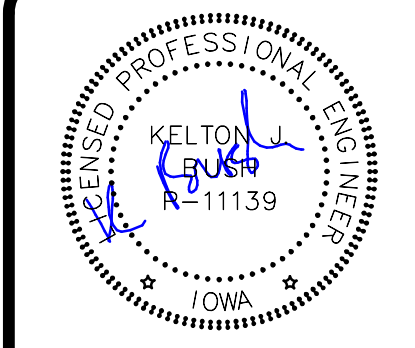
7 DETAIL
SCALE: 1 1/2" = 1'-0"



8 DETAIL
SCALE: 1 1/2" = 1'-0"



9 DETAIL
SCALE: 1 1/2" = 1'-0"



hgm
ASSOCIATES INC.
ENGINEERING ARCHITECTURE SURVEYING
Council Bluffs omaha

This drawing is being made for use on this project in accordance with hgm professional services. hgm associates inc. assumes no liability for any use of this drawing except in accordance with the terms of the above agreement.

Rev#	Date
HGM	
drawn	
HGM	
designed	
HGM	
approved	
7-30-21	date

project **Beresheim Porch Replacement**
621 S 3rd Street, Council Bluffs, IA 51503
client City of Council Bluffs
sheet **STRUCTURAL DETAILS**

project no. **107021**
sheet **S5.1**



100% DESIGN OPINION OF PROBABLE COST
City of Council Bluffs
Beresheim House Porch Replacement
HGM Project No. 107021
July 30, 2021

Table with 2 columns: Item, Cost. Rows include Demolition Total (\$8,970), Civil Grading and Utilities (\$N/A), Porch Replacement (\$67,298), Electrical (\$N/A), Mechanical (\$N/A), Total (\$76,268), Alternate: Accoya Decking - Add (\$9,400), Total with Alternate (\$85,668).

Square footage:
Interior: 874 square feet
Cost per square foot: \$87/sf

Note:
Items Not Included:
Construction Phase Services

ENHANCE IOWA

FREQUENTLY ASKED QUESTIONS

What is Enhance Iowa?

Enhance Iowa is a financial assistance program established to fund vertical infrastructure (construction) projects related to recreation, education, entertainment and cultural activities. A Governor-appointed board reviews applications and makes funding decisions.

What are the grant programs that fall under Enhance Iowa?

The EI Board oversees the Community Attraction and Tourism (CAT), River Enhancement Community Attraction and Tourism (RECAT), Sports Tourism, and CAT Marketing programs. The EI Board also administers all open projects that were awarded under the former Vision Iowa Board. The Baseball Softball Complex Sales Tax Rebate is also awarded by the EI Board.

How much funding is available?

The CAT program provides financial assistance for community attraction and tourism projects. The CAT program is funded at \$5 million for FY2020. Please see the most recent Program Manager's Report for the current amount of available funding.

(The RECAT and Sports Tourism programs do not have funds available.)

What is a vertical infrastructure project?

Eligible CAT and RECAT projects must be "primarily vertical infrastructure," which is defined as land acquisition and construction, major renovation and major repair of buildings, all appurtenant structures, utilities, site development, and recreational trails and water trails. Vertical infrastructure does NOT include routine, recurring maintenance or operational expenses or leasing of a building, appurtenant structure, or utility without a lease-purchase agreement.

What project costs are eligible for CAT funding?

Generally, all vertical infrastructure costs of the project are eligible for CAT funding. Eligible expenses could also include fixtures or equipment that are integral to the structure and operation of the building.

All work already completed on a project is not eligible for CAT funding. This includes design and architectural fees and site preparation expenses. Other ineligible expenses include operational expenses, endowments, marketing and advertising, and fundraising expenses including grant writer fees. Utilities specifically put in place to support the project (i.e. water, sewer, gas, electric, communications) are eligible for funding, but if they also support non-project facilities, only a reasonable percentage of the costs can be allocated to the CAT project.

The acquisition of real estate is the only pre-award expense that is eligible for CAT funding.

Who is eligible to apply for CAT?

- City or County ✓
- Nonprofit Organizations
- School District as a co-applicant with a City or County

What is a typical CAT Award?

Historically, CAT awards range between 10-20% of the final negotiated project cost, though recent awards about averaged 14-16% of project costs. The EI Board has a policy of not awarding more than a \$1 million to a single project.

What level of matching funds is required?

Applications must document at least sixty-five percent (65%) of the total project cost has been committed to the project. Commitments must be in writing.

The EI Board leverages non-state funds as much as possible to invest in projects throughout Iowa. Applicants should NOT assume a 65% match is adequate. To be competitive in the application process, applicants should strive to have as many matching funds as possible before applying. CAT funding is "last dollar in," which means the EI Board will not make an award until the funding gap is closed or they are confident the applicant can close the gap within 30-60 days.

What can be included as match?

Match can be financial (cash or pledges) or non-financial (in-kind contributions). Non-financial contributions may comprise no more than 25% of the total matching funds and may include, but are not limited to, the value of labor and services, real and personal property donated for purposes of the project, and the use of real and personal property for purposes of the project. All in-kind donations must be documented with signed pledges. Any real property donated to the project must have a current appraisal or assessment document to establish the value.

Short term loans and/or financing cannot be used to help an applicant reach the 65% fundraising threshold.

What things are ineligible as match?

Operational expenses or endowments to fund operations, and funds already spent on the project or work already completed are ineligible as match. An expense that is ineligible for CAT funding is also ineligible for match.

Other state funds do not count as match until the applicant can document at least 50% of the funds have been raised.

What about funding from the City and the County?

The EI Board requires cash contributions from the city and the county in which the project will be located. These contributions can be a multi-year pledge and must be documented in writing.

How must matching funds be documented?

Matching funds need to be in the form of enforceable commitments, ensuring the funds pledged toward the project will be available when needed. Written documentation of all matching funds should be included in the application.

Examples of enforceable commitments include resolutions to commit municipal funding streams (i.e. hotel/motel tax, local option sales tax, TIF revenues, or property tax revenues) or contracts (i.e. promissory notes, letters of credit, or the applicant's pledge to commit money in the bank).

Is there a deadline for applying for funds?

CAT applications are reviewed quarterly, subject to available funds. Deadlines for application submission are January 15, April 15, July 15, and October 15.

When should a Notice of Intent to Apply be submitted?

When you have a good estimate of when you plan to apply and for how much, you should submit the Notice of Intent to Apply. A Notice of Intent to Apply is required, before submitting a CAT grant application.

Is there a required format for my application?

A new application form was released on May 8, 2019. This form is available by contacting the EI Program Manager. Prior to submitting an application, please submit a Notice of Intent to Apply. Applications should be printed in a font no smaller than 10-point type in a three-ring binder. One original and one copy along with one electronic version should be submitted.

A clearly marked original plus one copy of the application should be submitted to:

Enhance Iowa Program Manager
Iowa Economic Development Authority
200 East Grand Avenue
Des Moines, Iowa 50309-1819

What is the application review process?

There are four steps to the CAT application review process:

- Step 1: Application submission
- Step 2: Staff review for eligibility
- Step 3: CAT Committee review and scoring
- Step 4: Board review and consideration (may include negotiations)

If construction is started during the review process, work done and funds spent are ineligible for funding and must be excluded from the CAT application. Failure to disclose funds spent prior to receiving an award may result in the return of all grant funds.

Who is on the Enhance Iowa Board?

The Enhance Iowa Board has 11 voting members and 4 ex officio members. The Governor appoints the voting members, who represent:

- One person selected by the Board of the Iowa Natural Heritage Foundation
- One person with professional experience in finance or investment banking
- One person with professional experience in the tourism industry
- One person with professional experience in architecture, landscape architecture, or historic preservation
- One person with professional experience in cultural attractions and programming
- Six people actively employed in the for-profit sector of the economy with substantial expertise in economic development

If you are interested in serving on the EI Board, please go to <https://openup.iowa.gov/>.

When and where does the Board meet?

The EI Board typically meets the second Wednesday of the month. Most meetings are held in Des Moines but may be held anywhere in the state.

All Board and review committee meetings are open to the public. Meeting notices with the date, time, and place of the meeting are sent to the media and posted on the EI webpage.

What is the role of the Iowa Economic Development Authority?

IEDA assists the EI Board with administrative functions, such as providing staff and contract compliance.

Should I hurry to apply because I'm worried funds will run out?

The best assurance of serious consideration of your application is that your proposal be thorough and address all requirements. This includes all matching funds being in place and

showing an exhaustive search of funding sources. The application must show that the community has demonstrated significant foresight and vision for the project. This level of planning takes time. When you are able to demonstrate these requirements in your proposal, you are ready to submit an application.

How likely am I to receive the amount for which I apply?

Most applicants receive awards that are less than the amount originally requested. There is a better chance to receive the amount requested if an applicant can truly demonstrate that all other funding sources have been exhausted.

Should an award be less than the amount requested, the EI Board expects that the project will be completed in its entirety, as proposed in the application.

Are any contingencies allowed when an award is made?

Yes, the EI Board may make an award contingent upon the applicant obtaining additional funds from other sources. A deadline to meet the contingency may be set.

Are we eligible for a CAT award if we have already received one?

While the EI Board must consider geographic diversity when making funding decisions, a community may apply for funds for more than one project. However, a project may not receive more than one award, unless there is a separate or substantial addition or new phase to the project. The subsequent phase must be a separate project, and funds previously committed to the project cannot be counted as match toward the additional phase.

Is a business plan necessary for my small project?

Yes. A business plan helps determine the feasibility of the project. Many applicants report this requirement has improved their project because it forced necessary planning.

What makes a good project?

Of course, all the eligibility criteria must be met. Beyond that, here are a few areas that can be very important:

- **Good planning and vision.** The EI Board wants to do more than fund projects; they want to be participants in helping communities achieve a vision of community identity.
- **Financial participation from a variety of public and private partners.** This helps demonstrate both financial and philosophical commitment to the project. Sources to explore include city funding, county funding, private sector funding (individuals and businesses), and community organizations.
- **Creativity and uniqueness.** Projects should attract people to live and work in an area, and bring visitors from the region, state, nation, or world.
- **Complimentary to other attractions.** The project should complement other projects in the community, region, or state and not duplicate existing facilities.
- **Readiness.** Projects should have all other funds for the project in place and be able to finish construction within two years from the award date.

NOTICE OF INTENT TO APPLY

Community Attraction and Tourism (CAT)

To: EnhanceIowa@iowaeda.com

Phone: 515.348.6162

The following information is provided concerning a potential application for funding from the Community Attraction & Tourism (CAT) program.

Name of Project: _____ Date Submitted: _____

Applicant Organization: _____

Organization Type: City County Non-profit organization

Address: _____

Contact Person: _____ Title: _____

Telephone: _____ Email: _____

Anticipated CAT Request \$ _____ Total Project Budget \$ _____

Expected Application Date (approximate): _____

Description of Project:

Submission of this Notice of Intent to Apply is not a binding commitment, but a good faith effort to inform the Enhance Iowa board and Iowa Economic Development Authority staff of our intent to apply. We agree to provide updated information as changes to these plans become known.

John Rasmussen/County Engineer

**Discussion and/or decision to approve and authorize
Chairman to sign the final voucher for project BRS-
SWAP-CO78(195)—FF-78 (G30 Nishnabotna River Bridge
in Hancock)**



STATEMENT OF COMPLETION AND FINAL ACCEPTANCE OF WORK

Contractor Jensen Construction Co. Letting Date January 22, 2020
 Work Type Bridges and Approaches - Steel Girder Contract ID 78-C078-195
 Accounting ID(s) 36506
 Project Number(s) BRS-SWAP-C078(195)-FF-78

Additional Comments

Type of Contract

- Specified Start Date _____
- Approximate Start Date _____
- Late Start Date 04/04/2020
- Completion Date Contract _____

Actual Start Date 3/16/2020
 Field Completion Date 06/01/2021

Site No.(s)	00				
Working Days Specified:	125				
Working Days Charged:	124				
Closure Days Specified:					
Closure Days Charged:					

Recommended for Acceptance		Iowa DOT Contract Acceptance	
Signature <u>[Signature]</u> Project Engineer	Signature <u>Ryan Cheeseaman</u> District Construction Engineer		
Date <u>9/15/21</u>	Date <u>9/15/21</u>		

Approved and Work Accepted on Behalf of the Board of Supervisors of

Pottawattamie County this 15 Day of September, 2021 Year

Signature [Signature]
County Engineer

For Central Office Use Only

Recorded Finance Recorded Construction & Materials

NOTE: On county administered projects, the County Engineer is required to sign "Recommended for Acceptance" and "Approved and Work Accepted on Behalf of the Board of Supervisors".

Contract 036506



Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

BRS-SWAP-C078(195)--FF-78
 Bridge - New / Replacement
 POTTAWATTAMIE COUNTY ENGINEER
FINAL

Voucher No. 18

DATE LAST VOUCHER 05-06-21
 MO. DAY YR.

THIS VOUCHER 06-28-21
 MO. DAY YR.

DAYS WORKED			RET. %
TO DATE	LAST VOUCH.	AUTH.	
	<u>6.0</u>	<u>125.0</u>	<u>3.000</u>

Contractor No. 21300 **JENSEN CONSTRUCTION CO** **DES MOINES, IA**

ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.	Compl. Last Voucher	RURAL PARTICIPATING		RURAL NON-PARTICIPATING		URBAN PARTICIPATING		URBAN NON-PARTICIPATING	
	ITEM DESCRIPTION					TOTAL TO DATE		TOTAL TO DATE		TOTAL TO DATE		TOTAL TO DATE	
0010	<u>1.500</u>	<u>1.500</u>	Acre	410		000		1500		000		000	
	CLEAR+GRUBB				TOTAL TO DATE								
0020	<u>1169.000</u>	<u>1169.000</u>	Cubic Yd	410		000		1169000		000		000	
	EMBANKMENT-IN-PLACE				TOTAL TO DATE								
0030	<u>1478.000</u>	<u>1478.000</u>	Cubic Yd	410		000		1478000		000		000	
	EXCAVATION, CL 10, RDWY+BORROW				TOTAL TO DATE								
0040	<u>829.000</u>	<u>829.000</u>	Cubic Yd	410		000		829000		000		000	
	EXCAVATION, CL 10, CHANNEL				TOTAL TO DATE								
0050	<u>37.800</u>	<u>37.800</u>	Ton	410		000		35190		000		000	
	GRANULAR SHLD, TYPE B				TOTAL TO DATE								
0060	<u>2.000</u>	<u>2.000</u>	Station	441		000		2000		000		000	
	SHLD CONSTRUCTION, EARTH				TOTAL TO DATE								
0070	<u>353.200</u>	<u>353.200</u>	Sq Yard	441		000		377700		000		000	
	BRIDGE APPROACH, BR-201				TOTAL TO DATE								
0080	<u>75000.000</u>	<u>75000.000</u>	Lump Sum	430		000		75000000		000		000	
	RMVL OF EXISTING BRIDGE				TOTAL TO DATE								
0090	<u>342.000</u>	<u>342.000</u>	Cubic Yd	430		000		342000		000		000	
	EXCAVATION, CL 20				TOTAL TO DATE								

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

- DATE _____ PROJECT ENGINEER CERTIFICATION
- DATE _____ CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
 IDOT is not involved in this Farm to Market project.
- DATE _____ DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
 Project records reviewed. Project records not reviewed. Recommend payment based on the project engineers certification.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

I, Ryan Cheeseman the General Manager

for Jensen Construction Company (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

DATE _____ *Ryan Cheeseman*
 SIGNED CLAIMANT (CONTRACTOR)

Contract 036506



Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

BRS-SWAP-C078(195)--FF-78
 Bridge - New / Replacement
 POTTAWATTAMIE COUNTY ENGINEER

Voucher No. 18

DATE LAST VOUCHER 05-06-21
 MO. DAY YR.

THIS VOUCHER 06-28-21
 MO. DAY YR.

FINAL

DAYS WORKED			RET. %
TO DATE	LAST VOUCH.	AUTH.	
	<u>6.0</u>	<u>125.0</u>	<u>3.000</u>

Contractor No. 21300 JENSEN CONSTRUCTION CO DES MOINES, IA

ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.	Compl. Last Voucher	RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING
	ITEM DESCRIPTION					TOTAL TO DATE	TOTAL TO DATE	TOTAL TO DATE	TOTAL TO DATE
0100	<u>327.000</u>	<u>327.000</u>	Cubic Yd	<u>430</u>		<u>000</u>	<u>327000</u>	<u>000</u>	<u>000</u>
	EXCAVATION, CL 21				TOTAL TO DATE				
0110	<u>596.000</u>	<u>596.000</u>	Cubic Yd	<u>430</u>		<u>000</u>	<u>596000</u>	<u>000</u>	<u>000</u>
	STRUCT CONC (BRIDGE)				TOTAL TO DATE				
0120	<u>24336.000</u>	<u>33746.000</u>	Pound	<u>430</u>		<u>000</u>	<u>52756000</u>	<u>000</u>	<u>000</u>
	REINFORC STEEL				TOTAL TO DATE		<u>33936 000</u>		
0130	<u>118336.000</u>	<u>118336.000</u>	Pound	<u>430</u>		<u>000</u>	<u>119522000</u>	<u>000</u>	<u>000</u>
	REINFORC STEEL, EPOXY COATED				TOTAL TO DATE				
0140	<u>381149.000</u>	<u>381149.000</u>	Pound	<u>430</u>		<u>000</u>	<u>388421000</u>	<u>000</u>	<u>000</u>
	STRUCTURAL STEEL				TOTAL TO DATE				
0150	<u>1432.900</u>	<u>1432.900</u>	Sq Yard	<u>430</u>		<u>000</u>	<u>1432900</u>	<u>000</u>	<u>000</u>
	LONGITUDINAL GROOVING IN CONC				TOTAL TO DATE				
0160	<u>710.000</u>	<u>710.000</u>	Linn Ft	<u>430</u>		<u>000</u>	<u>710000</u>	<u>000</u>	<u>000</u>
	CONC OPEN RAIL, TL-4				TOTAL TO DATE				
0170	<u>8580.000</u>	<u>8580.000</u>	Linn Ft	<u>430</u>		<u>000</u>	<u>8580000</u>	<u>000</u>	<u>000</u>
	PILE, STEEL, HP 10X57				TOTAL TO DATE				
0180	<u>200.000</u>	<u>200.000</u>	Linn Ft	<u>430</u>		<u>000</u>	<u>200000</u>	<u>000</u>	<u>000</u>
	PREBORED HOLE				TOTAL TO DATE				

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

- DATE _____ PROJECT ENGINEER CERTIFICATION
- DATE _____ CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
 IDOT is not involved in this Farm to Market project.
- DATE _____ DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
 Project records reviewed. Project records not reviewed. Recommend payment based on the project engineers certification.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

I, Ryan Cheeseman the General Manager

for Jensen Construction Company (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

Ryan Cheeseman
 DATE _____ SIGNED CLAIMANT (CONTRACTOR)

Contract 036506



Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

BRS-SWAP-C078(195)--FF-78
 Bridge - New / Replacement
 POTTAWATTAMIE COUNTY ENGINEER

Voucher No. 18

DATE LAST VOUCHER 05-06-21
 MO. DAY YR.

THIS VOUCHER 06-28-21
 MO. DAY YR.

FINAL

DAYS WORKED			RET. %	Contractor No. 21300 JENSEN CONSTRUCTION CO DES MOINES, IA									
TO DATE	LAST VOUCH.	AUTH.		QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.	Compl. Last Voucher	TOTAL TO DATE	RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING
	6.0	125.0	3.000										
0190		394.100	394.100	Linr Ft	419		000	394100	000	394100	000	000	
0200		200.000	200.000	Linr Ft	419		000	200000	000	200000	000	000	
0210		4.000	4.000	Each	419		000	4000	000	4000	000	000	
0220		4.000	4.000	Each	419		000	4000	000	4000	000	000	
0230		4.000	4.000	Each	419		000	4000	000	4000	000	000	
0240		1032.600	1032.600	Sq Yard	410		000	933300	000	933300	000	000	
0250		1001.500	1001.500	Ton	410		000	855000	000	855000	000	000	
0260		317.700	317.700	Sq Yard	410		000	329900	000	329900	000	000	
0270		2.000	2.000	Each	410		000	2000	000	2000	000	000	

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

1. _____
 DATE PROJECT ENGINEER CERTIFICATION

2. _____
 DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
 IDOT is not involved in this Farm to Market project.

3. _____
 DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
 Project records reviewed. Project records not reviewed. Recommend payment based on the project engineers certification.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

Ryan Cheeseman _____ the General Manager

for Jensen Construction Company _____ (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

 DATE SIGNED CLAIMANT (CONTRACTOR)

Contract 036506



Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

BRS-SWAP-C078(195)--FF-78
 Bridge - New / Replacement
 POTTAWATTAMIE COUNTY ENGINEER

Voucher No. 18

DATE LAST VOUCHER 05-06-21
 MO. DAY YR.

THIS VOUCHER 06-28-21
 MO. DAY YR.

FINAL

DAYS WORKED			RET. %
TO DATE	LAST VOUCH.	AUTH.	
	<u>6.0</u>	<u>125.0</u>	<u>3.000</u>

Contractor No. 21300 JENSEN CONSTRUCTION CO DES MOINES, IA

ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.	Compl. Last Voucher	RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING
	ITEM DESCRIPTION					TOTAL TO DATE	TOTAL TO DATE	TOTAL TO DATE	TOTAL TO DATE
0280	<u>18.610</u>	<u>18.610</u>	Station	<u>442</u>		<u>000</u>	<u>19400</u>	<u>000</u>	<u>000</u>
PAINTED PAV'T MARK, WATERBORNE/SOLVENT					TOTAL TO DATE				
0290	<u>19000.000</u>	<u>19000.000</u>	Lump Sum	<u>401</u>		<u>000</u>	<u>19000000</u>	<u>000</u>	<u>000</u>
TRAFFIC CONTROL					TOTAL TO DATE				
0300	<u>150000.000</u>	<u>150000.000</u>	Lump Sum	<u>401</u>		<u>000</u>	<u>150000000</u>	<u>000</u>	<u>000</u>
MOBILIZATION					TOTAL TO DATE				
0310	<u>0.800</u>	<u>0.800</u>	Acre	<u>448</u>		<u>000</u>	<u>2097</u>	<u>000</u>	<u>000</u>
MULCH					TOTAL TO DATE				
0320	<u>1.500</u>	<u>1.500</u>	Acre	<u>448</u>		<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>
NATIVE GRASS SEEDING					TOTAL TO DATE				
0330	<u>1.500</u>	<u>1.500</u>	Acre	<u>448</u>		<u>000</u>	<u>1630</u>	<u>000</u>	<u>000</u>
SEED+FERTILIZE (RURAL)					TOTAL TO DATE				
0340	<u>12.000</u>	<u>12.000</u>	Square	<u>448</u>		<u>000</u>	<u>12000</u>	<u>000</u>	<u>000</u>
SPECIAL DITCH CONTROL, WOOD EXCELSIOR MAT					TOTAL TO DATE				
0350	<u>0.800</u>	<u>0.800</u>	Acre	<u>448</u>		<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>
STABILIZE CROP - SEED+FERTILIZE					TOTAL TO DATE				
0360	<u>1359.000</u>	<u>1359.000</u>	Linr Ft	<u>448</u>		<u>000</u>	<u>671750</u>	<u>000</u>	<u>000</u>
SILT FENCE					TOTAL TO DATE				

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

- DATE _____ PROJECT ENGINEER CERTIFICATION
- DATE _____ CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
 IDOT is not involved in this Farm to Market project.
- DATE _____ DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
 Project records reviewed. Project records not reviewed. Recommend payment based on the project engineers certification.
 Project approved for payment. based on the project engineers certification.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

I, Ryan Cheeseman the General Manager

for Jensen Construction Company (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

Ryan Cheeseman
 DATE _____ SIGNED CLAIMANT (CONTRACTOR)

Contract 036506



Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

BRS-SWAP-C078(195)--FF-78
 Bridge - New / Replacement
 POTTAWATTAMIE COUNTY ENGINEER

Voucher No. 18

DATE LAST VOUCHER 05-06-21
 MO. DAY YR.

THIS VOUCHER 06-28-21
 MO. DAY YR.

FINAL

DAYS WORKED			RET. %	Contractor No. 21300 JENSEN CONSTRUCTION CO DES MOINES, IA									
TO DATE	LAST VOUCH.	AUTH.		QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.	Compl. Last Voucher	TOTAL TO DATE	RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING
6.0 125.0 3.000													
0370	SILT FENCE-DITCH CHECKS			42.000	42.000	Linn Ft	448		000	000	000	000	
0380	RMVL OF SILT FENCE/SILT FENC-DITCH CHE CK			936.200	936.200	Linn Ft	448		000	671750	000	000	
0390	MAINT OF SILT FENC/SILT FENC-DITCH CHE CK			312.100	312.100	Linn Ft	448		000	000	000	000	
0400	FLOATING SILT CURTAIN (HANGING)			400.000	400.000	Linn Ft	448		000	100000	000	000	
0410	MAINTENANCE OF FLOAT SILT CURTAIN			200.000	200.000	Linn Ft	448		000	100000	000	000	
0420	PERIMETER+SLOPE SEDIMENT CNTL DEVICE, 1 2"			200.000	200.000	Linn Ft	448		000	2217000	000	000	
0430	PERIMETER+SLOPE SEDIMENT CNTL DEVICE, 2 0"			200.000	200.000	Linn Ft	448		000	749250	000	000	
0440	RMVL OF PERIMETER+SLOPE SEDIMNT CNTL D EV			400.000	400.000	Linn Ft	448		000	000	000	000	
0450	MOBILIZATION, EROSION CONTROL			6.000	6.000	Each	448		000	8000	000	000	

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

1. _____
 DATE PROJECT ENGINEER CERTIFICATION

2. _____
 DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
 IDOT is not involved in this Farm to Market project.

3. _____
 DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
 Project records reviewed. Project records not reviewed. Recommend payment based on the project engineers certification.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

I, Ryan Cheeseman the General Manager

for Jensen Construction Company (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

Ryan Cheeseman

 DATE SIGNED CLAIMANT (CONTRACTOR)

Contract 036506



Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

BRS-SWAP-C078(195)--FF-78
 Bridge - New / Replacement
 POTTAWATTAMIE COUNTY ENGINEER

Voucher No. 18

DATE LAST VOUCHER 05-06-21
 MO. DAY YR.

THIS VOUCHER 06-28-21
 MO. DAY YR.

FINAL

DAYS WORKED			RET. %
TO DATE	LAST VOUCH.	AUTH.	
	<u>6.0</u>	<u>125.0</u>	<u>3.000</u>

Contractor No. 21300 JENSEN CONSTRUCTION CO DES MOINES, IA

ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.	Compl. Last Voucher	RURAL PARTICIPATING		RURAL NON-PARTICIPATING		URBAN PARTICIPATING		URBAN NON-PARTICIPATING	
	<u>6.000</u>	<u>6.000</u>	Each	<u>448</u>			<u>000</u>		<u>000</u>		<u>000</u>		<u>000</u>
<u>0460</u>	ITEM DESCRIPTION				TOTAL TO DATE								
	MOBILIZATION, EMERGENCY EROSION CONTROL												
	<u>9410.000</u>	<u>9410.000</u>	Pound	<u>430</u>			<u>000</u>		<u>000</u>		<u>000</u>		<u>000</u>
<u>7001</u>	APPLIES TO ITEM 0120 REINFORC STEEL				TOTAL TO DATE								
	<u>11156.570</u>	<u>11156.570</u>		<u>430</u>			<u>000</u>		<u>11156570</u>		<u>000</u>		<u>000</u>
<u>8001</u>	EWO REMOVAL, MISCELLANEOUS STRUCTURE				TOTAL TO DATE								
	<u>3562.000</u>	<u>3562.000</u>		<u>430</u>			<u>000</u>		<u>3562000</u>		<u>000</u>		<u>000</u>
<u>8002</u>	EWO REMOVAL MISCELLANEOUS (STRUCTURE)				TOTAL TO DATE								
	<u>1.000</u>	<u>1.000</u>	Lump Sum	<u>401</u>			<u>000</u>		<u>000</u>		<u>000</u>		<u>000</u>
<u>8999</u>	STOCKPILED MATERIALS				TOTAL TO DATE								
					Compl. Last Voucher								
					TOTAL TO DATE								
					Compl. Last Voucher								
					TOTAL TO DATE								
					Compl. Last Voucher								
					TOTAL TO DATE								
					Compl. Last Voucher								
					TOTAL TO DATE								

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

- DATE _____ PROJECT ENGINEER CERTIFICATION
- DATE _____ CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
 IDOT is not involved in this Farm to Market project.
- DATE _____ DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
 Project records reviewed. Project records not reviewed. Recommend payment based on the project engineers certification.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

I, Ryan Cheeseman the General Manager

for Jensen Construction Company (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

9/15/2021
DATE

Ryan Cheeseman
SIGNED CLAIMANT (CONTRACTOR)

**Jason Slack/Director, Buildings and Grounds and Wyatt
Wirges and Shane Hoss/ETI**

**Discussion and/or decision to approve and sign
proposal for Engineering Services for Air Handling Unit
Replacement/Retrofit Project Engineering Technologies,
Inc. (ETI).**



PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES

September 3rd, 2021

Jason Slack
227 S 6th Street
Council Bluffs, IA 51501

RE: Pottawattamie County Courthouse – AHU Retrofit

Dear Jason Slack,

Engineering Technologies, Inc. (the ENGINEER) proposes to render professional engineering services in connection with your Project, which is generally described as follows and hereinafter called the “Project”:

1. Pottawattamie County Courthouse – AHU Retrofit

The Pottawattamie County Courthouse Renovation and Addition projects provided the chilled and heating water infrastructure and converted the air handler associated with the areas within scope with provisions made to allow for the future backfeed of the DX and heating water units outside the scope. These existing air handlers date back to the original 1973 construction. The proposed project will be divided into a baseline project and two alternates. The descriptions of the baseline and alternates are as follows:

Baseline

- Replace the existing cold deck, DX air handling units AS-3, 5, & 7 with chilled water units with integral return fans. Each unit will be provided with a preheat coil and preheat recirculation pump for freeze protection.
- Remove existing inline return fans.
- Replace failed exhaust fan F-9 with a new inline fan.
- Provide new 500 GPM chilled water buffer

Alternate #1

- Replace the existing heating water hot deck units with new ones designed for lower heating water supply temperatures. The unit are in satisfactory shape but have surpassed useful life. This scope could be delayed. Replacing the units will improve energy efficiency.

Alternate #2

- Provide 20-ton heat recovery chiller connected to the chilled and heating water systems with corresponding inline pumps. System is not required for redundancy purposes but is sized to serve the baseload tonnage of the CRAC unit as cooling is required year-round. This option is being presented primarily for energy savings purposes. A simple payback analysis has identified a simple payback between 6.5-8.5 years

Page 1 of 6

Engineering Technologies Inc

Mechanical & Electrical Building Solutions

825 M Street, Suite 200, Lincoln, NE 68508

1111 N. 13th Street, Suite 216, Omaha, NE 68102

P 402.476.1273 F 402.476.1274

P 402.330.2772 F 402.330.2630

Innovative. Comprehensive. Proven

www.eti-engineers.com

Principals

Martin D. Kasl, PE, LEED AP, Mechanical Engineer
Thomas A. Ernst, PE, Electrical Engineer

Daniel W. Schinstock, PE, Mechanical Engineer
Daniel L. Thompson, PE, Mechanical Engineer

Derek R Kotschwar, PE, CxA, LEED AP, Mechanical Engineer
Shane M. Hoss, PE, RCDD, Architectural Engineer - Electrical

Justin L. Veik, PE, LEED AP, Architectural Engineer - Mechanical



depending on the cost of the chiller. This payback is longer than we typically see due to the low cost of natural gas for Iowa. If the cost of gas were to increase, the payback period would shrink significantly.

2. Basic Scope of Services

Our basic services will consist of Engineering work associated with the Mechanical and Electrical Construction Documents and construction period services, all as set forth below. You will be responsible for all services or items necessary for the Project, which are not specifically stated as part of basic services. We will also furnish such additional services as you may specifically request in writing.

- a. Prepare and provide one set of sealed working drawings, specifications, and other Contract Documents describing the material and workmanship required for the construction of the Project.
- b. Prepare preliminary and final opinion of construction costs based on square footage or other means as required. If a more thorough cost estimate from the Contractor is required, this cost estimate will be billed separately and the invoice received will be passed on directly as a reimbursable expense plus 5%.
- c. Handle all matters pertaining to printing, advertising, and distribution of the Contract Documents. Assist in the solicitation for bids from qualified contractors and attend a pre-bid conference and the bid opening. Owner shall be responsible for all expenses incurred associated with printing and distribution of all contract documents.
- d. After the bidding process is complete, evaluate the bids received and make a recommendation as to the lowest responsible bidder. After award of contract, attend a pre-construction conference with the Contractors and the Owner.
- e. Issue such additional instructions to the Contractor as may be necessary to interpret the approved plans and specifications or to illustrate changes required in the Contractor's work.
- f. Review shop drawings submitted by the Contractor for general compliance with the approved plans and specifications.
- g. Attend three (3) coordination meetings during construction of the project. Coordination meetings shall be scheduled with on-site observation trips, when possible. All additional required trips will be billed based on time and reimbursable expenses incurred with a cost not to exceed.
- h. Review applications for pay requests submitted by the Contractor.
- i. Provide three (3) on-site observation trips during the course of the project, at times deemed necessary by the OWNER. On-site observation is required to observe installation procedures and to help maintain quality control. All additional required trips will be billed based on time and reimbursable expenses incurred.
- j. When the Contractor completes all the work in accordance with the terms of the Contract, the ENGINEER shall verify that the work done and materials supplied are in general conformance with the plans and specifications, and shall recommend that final payment be issued to the Contractor.

You will be requested to furnish us with computer generated background drawings and full information as to your requirements, including any special or extraordinary considerations for the Project or special services needed, and also



to make available all pertinent existing data. Energy studies, cost comparisons of different systems, or other similar studies are not included in the basic scope of services.

3. Compensation for Professional Services

Our fee and subsequent billings for our basic services will be based on the following:

- a total fixed fee of **\$69,200.00**. The subtotals for baseline and alternates are as follows.
 - Baseline: \$41,700.00
 - Alternate #1: \$17,400.00
 - Alternate #2: \$10,100.00
- Additional coordination meetings required beyond contracted amount shall be billed hourly with a not to exceed fee of **\$5,000.00**.

Any additional services not described in this Agreement will be billed at our standard hourly rates and reimbursable rates in effect at time of such services (see attachment for current Standard Billing Rates).

Reimbursable expenses incurred in connection with all Additional Services will be charged based on actual costs plus 10% for copies; printing; reproductions; transportation; and postage and handling (see attachment for Standard Reimbursable Expense Charges).

We will bill you monthly for basic and additional services and reimbursable expenses. The above financial arrangements are based on prompt payment of our bills and the orderly and continuous progress of the Project through completion.

Payments are due and payable in full thirty (30) days from the date of our invoice. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after the billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

We would expect to start our services promptly after receipt of your acceptance of this proposal and to complete our services within a mutually agreed upon time frame.

If, during the term of this Agreement, the scope of services is modified or circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the Client of the changed conditions necessitating renegotiation, and the ENGINEER and the Client shall promptly and in good faith enter into renegotiation of this Agreement.

If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation or schedule, taking into consideration the impact of such delay.

Upon request by the Client, the ENGINEER shall evaluate and make recommendations regarding substitutions of materials, products or equipment proposed by the Client's consultants or contractors. The ENGINEER shall be



compensated for these services as “Additional Services”, as well as any for services required to modify and coordinate the construction documents prepared by the ENGINEER with those of the Client’s consultants. The ENGINEER also shall be entitled to adjustment(s) in schedule caused by this additional effort. Only one set of sealed construction documents shall be provided by the ENGINEER. The Client agrees that the ENGINEER shall not be responsible in any way for errors and omissions by others in incorporating the proposed recommendations into the construction documents.

4. Liability

Both parties recognize the risks, rewards, and benefits of the Project as they relate to our fee for services. The risks have been allocated such that, to the fullest extent permitted by law, our total liability for any and all injuries, claims, losses, expenses, damages, or claims expenses arising out of this agreement from any cause(s), shall not exceed the total amount of our design fees. Such causes include, but are not limited to, our negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Client confirms that neither Engineering Technologies, Inc. nor any of Engineering Technologies, Inc.’s sub-consultants or sub-contractors owes a fiduciary responsibility to Client or Owner. Client also confirms that Owner has so agreed in Owner’s agreement with Client.

This proposal and all attachments represent the entire understanding between you and Engineering Technologies, Inc., with respect to the Project and may only be modified in writing signed by both parties. **If this proposal satisfactorily sets forth your understanding of our agreement, please sign and date the enclosed copies on the appropriate line. Return one (1) copy to this office as our notice to proceed and keep the remaining copy for your files.**

Sincerely,

By: Wyatt Wirges

Wyatt Wirges, LEED AP BD+C
Mechanical Engineer
Engineering Technologies, Inc.

Accepted by: _____

Jason Slack
for Pottawattamie County
Date: _____

By: Shane M. Hoss

Shane M. Hoss, PE
Principal
Engineering Technologies, Inc.

Enclosures



Engineering Technologies, Inc.
2020 STANDARD BILLING RATES

<u>Staff Position</u>	<u>Billing Rate</u>
Principal	\$180.00
Professional Engineer	\$155.00
Engineer I / Senior Designer	\$130.00
Engineer II	\$120.00
Designer I	\$120.00
Designer II	\$110.00
Construction Manager	\$120.00
Engineering Technician I	\$100.00
Engineering Technician II	\$95.00
Engineering Technician III	\$90.00
Administrative Staff	\$75.00



Engineering Technologies, Inc.
2020 REIMBURSABLE EXPENSE CHARGES

<u>Expense</u>	<u>Charge</u>
Mileage	Federal Mileage Allowance
Transportation Expense	Actual Cost + 10%
Printing Charges	Actual Cost + 10%
Advertising Charges	Actual Cost + 10%
Consultants	Actual Cost + 5%
Supplies, Miscellaneous, Etc.....	Actual Cost + 10%
Black and White Copies/Prints.....	\$0.12/each
Color Copies/Prints	\$0.59/each
Bond Paper (Plots)/Small - 24" x 36"	\$3.00/sheet
Bond Paper (Plots)/Large - 30" x 42"	\$4.50/sheet
Mylars - 24" x 36"	\$6.75/each
Mylars – oversized	\$13.50/each

**East & West Pottawattamie Soil and Water
Conservation Districts – Discussion and/or decision on
Education Coordinator Position.**

Matt Wyant/Director, Planning and Zoning and Andrea Kathol/Field Day Development – update on status of Public Health Building Project, and:




- 1) Discussion and/or Decision on RFP matrix for Public Health Building.**
- 2) Discussion and/or decision approve Architect Agreement with Alley-Poyner.**



POTTAWATTAMIE COUNTY
PUBLIC HEALTH

PREVENT. PROMOTE. PROTECT.

POTTAWATTAMIE COUNTY PUBLIC HEALTH DEPARTMENT - A&E PROPOSAL COMPARISON

	 ALLEY-POYNER MACCHIETTO ARCHITECTURE			 BVH			 hgm ASSOCIATES INC.		
FEE BREAKOUT	APMA			BVH			HGM		
	Based on \$5.4M - \$6M Construction Costs			Based on \$5.4M - \$6M Construction Costs			Based on \$5.4M - \$6M Construction Costs		
	\$5,400,000	\$6,000,000	Notes	\$5,400,000	\$6,000,000	Notes	\$5,400,000	\$6,000,000	Notes
BASE SCOPE - ARCHITECTURAL, INTERIOR DESIGN, RENDERINGS	\$364,500	\$405,000	6.75%	\$394,200	\$438,000	7.30%	\$459,000	\$510,000	8.50%
MEP			included			included			included
STRUCTURAL			included			included			included
SURVEY									topo incl. (\$3k)
CIVIL	\$24,000	\$32,000		\$30,000	\$30,000	12% OR \$30K			included
CIVIL - ADDITIONAL SERVICES									up to 0.5%
LOW VOLTAGE/AUDIO VISUAL DESIGN/SECURITY	\$30,000	\$30,000	6% LV, AV, Sec (\$500k)	\$35,000	\$35,000	7% LV, AV, Sec (\$500k)	\$27,000	\$30,000	up to 0.5%
ACOUSTICAL	\$8,000	\$8,000		\$4,000	\$4,000		\$27,000	\$30,000	up to 0.5%
FFE	\$30,000	\$30,000	10% of FFE Cost (300k)	\$30,000	\$30,000	10% of FFE Cost (300k)	\$13,500	\$15,000	up to 0.25%
RENDERINGS	\$3,750	\$6,000	\$1,250-\$2,000 each	\$6,000	\$6,000	included for design phase			included
TOTAL PROPOSED FEE	\$460,250	\$511,000	8.52%	\$499,200	\$543,000	9.05%	\$526,500	\$585,000	9.75%
PROJECT TEAM	APMA			BVH			HGM		
	Name	Company		Name	Company		Name	Company	
PRINCIPAL IN CHARGE	Albert Macchietto	APMA		Corey Wieseman	BVH		Terry Smith	HGM	
PROJECT MANAGER	Lisa Bell	APMA		Matt Smith	BVH		Kim Bogatz	HGM	
PROJECT ARCHITECT	Monica Erickson	APMA		Bruce Yoder	BVH		Dana Blaschko	HGM	
ARCHITECTURAL DESIGNER	Todd Moeller	APMA		Dennis Coudriet	BVH		Ryan TerSteeg	HGM	
LANDSCAPE ARCHITECT	<i>not included in estimate</i>			<i>not included in estimate</i>			Todd Maiellaro	HGM	
INTERIOR DESIGNER	Mindy Filipi	APMA		Amy Dishman	BVH		Dana Blaschko	HGM	
ENVIRONMENTAL GRAPHICS	Loucinda Bauer	APMA		<i>not included in estimate</i>			<i>not included in estimate</i>		
CONSTRUCTION ADMINISTRATION	Stuart Poyner	APMA		Bruce Yoder	BVH		Dana Blaschko	HGM	
STRUCTURAL ENGINEER	Kip Squire	TD2		Jim Lange	Lange Structural		Kelton Bush	HGM	
MECHANICAL ENGINEER	Rick Volk	Morrissey		Gary Lange	Alvine MEP		Justin Veik	ETI	
ELECTRICAL ENGINEER	Kevin Luebbe	Morrissey		Mary Wurst	Alvine MEP		Shane Hoss	ETI	
CIVIL ENGINEER	Elizabeth Hunter	Snyder & Associates		Katie Underwood	Olsson Civil		John Jorgensen	HGM	
SURVEY	<i>not included in estimate</i>			<i>not included in estimate</i>			Dave Forsythe	HGM	
LOW VOLTAGE/AUDIO VISUAL DESIGN/SECURITY	Alex Asay	Morrissey		Jessica Hiatt Jacob Butler Patrick Kelly	Alvine MEP		Shane Hoss	ETI	
ACOUSTICS DESIGNER	Alex Asay	Morrissey		Jessica Hiatt	Alvine MEP		Dominique Cheene	C&C Consultants	
UNIVERSAL DESIGNER (NOT INCLUDED IN PRICE)	Meaghan Walls	Assistology		<i>not included</i>			<i>not included</i>		
PROPOSED TIMELINE	Weeks			Weeks			Weeks		
PROGRAMMING	4			4					
SCHEMATIC DESIGN	6			8					
SCHEMATIC DESIGN ESTIMATE									
DESIGN DEVELOPMENT	6			8			26		
DESIGN DEVELOPMENT ESTIMATE									
CONSTRUCTION DOCUMENTS	12								
QUALITY CONTROL	1			8					
APPROVALS FROM POTT COUNTY	2								
BIDDING, CONTRACT NEGOTIATIONS + PERMITTING	4			8			4		
TOTAL DESIGN TIME	35			36			30		

DRAFT AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «Fifteenth » day of «September » in the year «Two Thousand Twenty One »
(In words, indicate day, month and year.)

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

«Pottawattamie County Division of Public Health »« »
«223 South 6th Street »
«Council Bluffs, IA 51501 »
« »

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

«Alley Poyner Macchietto Architecture Incorporated »« »
«1516 Cuming Street »
«Omaha, NE 68102 »
«Phone: (402) 341-1544 »

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

«Pottawattamie County Public Health Facility »
«518 Pearl Street »
«Council Bluffs, IA 51501 »

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.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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.)

«The Owner intends to construct a new building of approximately 20,000 SF to be located on a parcel at 518 Pearl Street. This parcel is approximately 0.89 acres in area. The building will include offices, clinic spaces, meeting spaces and other associated functional spaces and the site will include parking and landscaping. The goals of the project include, but are not limited to:

- Improve employee efficiency
- Increase internal and external client satisfaction by providing services in a comfortable and therapeutic environment
- Increase privacy, flow wand efficiency of individual clinic rooms
- Improve collaborative care options, including an immunization area
- Improve reception and waiting area atmosphere
- Provide a safe and secure facility»

§ 1.1.2 The Project's physical characteristics:

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

«The project site is located at the southwest corner of 5th Avenue and Pearl Streets in Council Bluffs, Iowa. The parcel totals approximately 38,000 SF (0.89 acres) of land and is relatively flat. Currently a building occupies the north side of the property that will be demolished under a separate contract.»

§ 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.)

«The anticipated construction budget is \$4,800,000. »

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

.1 Design phase milestone dates, if any:

«Programming: October 22, 2021
Schematic Design: December 10, 2021»
«Design Development: January 28, 2022»
«Construction Documents: April 15, 2022»

.2 Construction commencement date:

«June 6, 2022 »

.3 Substantial Completion date or dates:

«July 30, 2023 »

.4 Other milestone dates:

« »

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

«Negotiated with a selected Construction Manager (CM) »

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

«None »

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

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

«Matt Wyant, Director of Planning and Development »
«Pottawattamie County Public Health »
«223 South 6th Street »
«Council Bluffs, IA 51501 »

«[Phone: \(712\) 328-5792](tel:(712)328-5792) »
«matthew.wyant@pottcounty-ia.gov »

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

«[Andrea Kathol](#)
[Field Day Development](#)
[1111 North 13th Street, Suite 103](#)
[Omaha, NE 68102](#)
[Phone: \(402\) 205-6759](#)
andrea@fielddaydev.com »

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

.1 Geotechnical Engineer:

«TBD »« »
«↔»
«↔»
«↔»
«↔»

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

«↔»

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

«[Albert Macchietto](#) »
«[Alley Poyner Macchietto Architecture Incorporated](#) »
«[1516 Cuming Street](#) »
«[Omaha, NE 68102](#) »
«[Phone: \(402\) 341-1544](#) »
«[Email: amacchietto@alleypoyner.com](mailto:amacchietto@alleypoyner.com) »

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 [Civil](#) Engineer:

«[Snyder and Associates Inc.](#) »« »
«[1751 Madison Avenue, Suite 8](#) »
«[Council Bluffs, IA 51503](#) »
«[\(712\) 322-3202](#) »
«↔»

.2 [Mechanical, Electrical, and Plumbing](#) Engineer:

«Morrissey Engineering Inc. »« »
«4940 North 118th Street »
«Omaha, NE 68164 »
«(402) 491-4144 »
«↔»

3 Structural Engineer:

«Thompson Dreessen & Dorner Inc. »« »
«10836 Old Mill Road »
«Omaha, NE 68154 »
«(402) 330-8860 »
«↔»

§ 1.1.11.2 Consultants retained under Supplemental Services:

«None »

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

« »

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than «One Million Dollars » (\$ «1,000,000 ») each accident, «One Million Dollars » (\$ «1,000,000 ») each employee, and «One Million Dollars » (\$ «1,000,000 ») policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than «Three Million Dollars » (\$ «3,000,000 ») per claim and «Five Million Dollars » (\$ «5,000,000 ») in the aggregate.

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

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the

commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

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

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

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

§ 3.2.6 The Architect shall ~~review submit to the Owner~~ an estimate of the Cost of the Work prepared by the Construction Manager. If the Cost of the Work exceeds the Owner's budget, the Architect, with the Owner's consent shall modify the design to meet the Owner's budget in accordance with Section 6.3.

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

§ 3.3 Design Development Phase Services

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

§ 3.3.2 The Architect shall ~~review update~~ the estimate of the Cost of the Work prepared by the Construction Manager. If the Cost of the Work exceeds the Owner's budget, the Architect, with Owner's consent shall modify the design to meet the Owner's budget in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, ~~advise the Owner of any adjustments to the estimate of the Cost of the Work,~~ and request the Owner's approval. Should the preliminary estimate of Cost of the Work from the Construction Manager exceed the Owner's budget, the Architect shall develop and submit to Owner a list of alternates to reduce the estimated Cost of the Work of the Project to within the budget. The alternates selected by the Owner shall be incorporated into the design documents. The Architect shall make these revisions as part of Basic Services.

§ 3.4 Construction Documents Phase Services

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

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

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

§ 3.4.4 The Architect shall ~~review update~~ the estimate for the Cost of the Work prepared by the Construction Manager in accordance with Section 6.3.

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding (Intentionally Deleted)

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

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

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

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

§ 3.5.3 Negotiated Proposals

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

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

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

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. ~~If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The Architect shall perform all duties and obligations that are assigned to the Architect in the General Conditions unless expressly waived in this Agreement. The Owner and Architect agree that this Agreement and the General Conditions shall be consistent regarding Architect's scope of services, however, any modifications made to the General Conditions made after the date of execution of this Agreement shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or otherwise approved by Architect.~~

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

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

§ 3.6.2 Evaluations of the Work

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

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

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect shall review, partially certify or reject, and then submit each application for payment to Owner within ten (10) days after the date the application is received by the Architect from the Contractor. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment, copies of which applications shall be sent to the Owner with certification of each such application by the Architect.

§ 3.6.4 Submittals

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

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

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

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

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

§ 3.6.4.6 The Architect shall analyze written requests by the Owner or Contractor for changes in the Work, including requests for adjustments to the Contract Sum or Contract Time, and shall report the results of its analysis in writing to the Owner and Contractor within a reasonable period of time but in no case later than ten (10) days after the Architect's receipt of the request.

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

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

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

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

~~§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance. As part of the Basic Services provided by the Architect, during the tenth (10th) month after the date(s) of Substantial Completion, the Architect shall visit the Project to review the Work and shall prepare a report to be issued to Owner (and, at the Owner's direction, to the Contractor) indicating outstanding Work to be corrected and warranty issues to be addressed by the Contractor. To the extent that services of the Architect (other than the on-site review and preparation of this report) (a) are required for the Contractor's correction of the work or the Contractor's satisfaction of warranty requirements, (b) are requested in writing by the Owner, and (c) are not required in whole or in part as a result of the Architect's failure, in whole or in part, to fully perform its services, such services shall be considered a Change in Services for which the Architect will be reasonably compensated.~~

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Included in Basic Services
§ 4.1.1.2 Multiple preliminary designs	Included in Basic Services
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Included in Basic Services
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Included in Basic Services
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 AV Design	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Acoustical consulting	Architect
§ 4.1.1.30 Renderings and presentation drawings	Architect

§ 4.1.2 Description of Supplemental Services

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

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

« »

[§ 4.1.1.2 Architect will generate up to three \(3\) preliminary designs to establish a general design direction.](#)

[§ 4.1.1.20 Architect will provide design of Audio Visual systems.](#)

[§ 4.1.1.21 Architect will provide design of telecommunications and data design.](#)

[§ 4.1.1.22 Architect will provide security design services.](#)

[§ 4.1.1.28 Architect will provide selections and procurement documents for furnishings for the public areas and office areas.](#)

[§ 4.1.1.29 Architect will provide acoustical analysis of key spaces and make recommendations on wall and floor separation.](#)

[§ 4.1.1.30 Architect will provide 2 exterior renderings and 2 interior renderings as part of Basic Services. Additional renderings as requested by the Owner will be a Supplemental Service.](#)

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

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

« »

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

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. The Architect shall perform all services requested by the Owner. Services requested by the Owner or recognized to be necessary after execution of this Agreement are presumed to be included within Basic Services unless clearly shown to not be so included. If the Architect believes a service requested by the Owner or recognized to be necessary after the execution of this Agreement constitutes an Additional Service within the meaning of this Article, prior to such performance, the Owner and the Architect, solely after notice from the Architect, given within five (5) days of the Owner's request, shall meet to determine if such services are within the Basic Services or Additional Services. If the Architect fails to submit such notice, the Architect shall be deemed to have waived any right to additional compensation for such services and the same shall be deemed part of the Basic Services.

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

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

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

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

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

- .1 ~~« Two » (« 2 »)~~ reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ~~« Bi-weekly » (« »)~~ visits to the site by the Architect during construction with a maximum of 36 total site visits.
- .3 ~~« One » (« 1 »)~~ inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~« 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 ~~« Thirty » (« 30 »)~~ 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 failure by the Owner to furnish any -shall provide information to the Architect shall not relieve the Architect of any liability hereunder, nor extend the time 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. the Architect is to perform such duties, unless the Architect notifies the in writing that such information is necessary and that the lack of such information may impede the progress of the Project.~~

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

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

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

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

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

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

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

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

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

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

~~§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Except as may otherwise be provided in the Contract Documents, the Owner and Contractor may communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect. It is expressly understood, however, that the Owner may, at any time, directly communicate with the Contractor or any subcontractor. The Architect agrees to be the Owner's representative in any communications between the Contractor and the Architect's consultants. Owner agrees to promptly notify the Architect of any direct communications that may affect the Architect's services, responsibilities or liabilities.~~

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

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

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

ARTICLE 6 COST OF THE WORK

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

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

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

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

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work ~~due to market conditions the Architect could not reasonably anticipate,~~ the Owner

shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; ~~otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation.~~ In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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

§ 8.1.4 Architect shall be liable for expenses incurred due to defects, errors or omissions in the designs and specifications prepared by Architect; provided, however, Owner acknowledges that a certain number of errors and omissions by the design team is reasonable and expected in any construction project. As such, the Owner agrees that costs and expenses incurred due to errors by the Architect shall be part of the Project costs paid by Owner up to 5% of the construction cost of the Project. Costs incurred due to errors by the Architect in excess of 5% will be paid by the Architect provided it can be determined that such errors were due to the Architect's negligence in providing services in accordance with this Agreement. Owner and all Contractors/Subcontractors shall be required to report to the Architect any and all conflicts, errors and omissions in a timely manner so that the Architect can attempt to provide quick resolution. Owner reserves the right to pursue all rights and remedies available to it due to errors and omissions by Architect.

§ 8.2 Mediation

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

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

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

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

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction. The Agreement shall be governed by, and construed in accordance, with the laws of the State of Iowa.

Other: (Specify)



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

§ 8.3 Arbitration (Section intentionally deleted)

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

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

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

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

§ 8.3.4 Consolidation or Joinder (Section intentionally deleted)

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

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give **sevenfifteen (15)** days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.1.1 The notice of termination or suspension must state with specificity the means by which the Owner may cure its nonperformance, and the Architect may not terminate or suspend this agreement if, within fifteen

(15) days of such notice, the Owner makes full payment on balance due. The time schedule shall be adjusted to reflect any delay caused by nonpayment.

§ 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 sevenfifteen (15) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than sevenfifteen (15) 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 sevenfifteen(15) 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:

«None »

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

« »

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

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

§ 9.9.1 In the event of any termination of this Agreement for any reason other than Owner's failure to substantially perform in accordance with the terms of this Agreement, reproduction of all finished and unfinished documents, including drawings, plans, specifications, cost estimates, studies, surveys, drawings, maps, models, photographs and reports prepared by Architect in connection with the Project as part of its services under this Agreement shall be promptly delivered to Owner by Architect.

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

§ 10.7 ~~The~~ Upon prior written approval of the Owner and providing copies of all such materials to the Owner at no cost, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

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

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

ARTICLE 11 COMPENSATION

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

~~.1~~ ~~Stipulated Sum~~
~~(Insert amount)~~

.12 Percentage Basis
(Insert percentage value)

«Six and Three Quarters » («6.75 ») % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.23 Other
(Describe the method of compensation)

«Civil Engineering will be provided as part of Basic Services within a fee range of \$24,000 - \$32,000 which is in addition to the compensation identified in 11.1.1. Exact price will be confirmed by the Civil Engineer. »

§ 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.)

« <u>4.1.1.20 AV Systems</u> »	<u>6% of the AV systems</u>
<u>4.1.1.21 Telecommunications and Data</u>	<u>6% of the telecommunications systems</u>
<u>4.1.1.22 Security Design</u>	<u>6% of the security systems</u>
<u>4.1.1.28 Furniture Selection and Procurement</u>	<u>10% of the furniture budget</u>
<u>4.1.1.31 Additional Renderings</u>	<u>\$1,250 - \$2,500 2,000 each (depending on the complexity)</u>

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

«Hourly per current standard hourly billing rates or negotiated per individual service. See Exhibit A: Standard Billing Rates. »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « Five » percent (« 5 »%), 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	« <u>Twenty</u> »	percent (« <u>20</u> »	%)
Design Development Phase	« <u>Twenty</u> »	percent (« <u>20</u> »	%)
Construction Documents Phase	« <u>Forty</u> »	percent (« <u>40</u> »	%)
Procurement Phase	« <u>Five</u> »	percent (« <u>5</u> »	%)
Construction Phase	« <u>Fifteen</u> »	percent (« <u>15</u> »	%)
Total Basic Compensation	one hundred	percent (100	%)

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

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

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

« See Exhibit A: Standard Billing Rates »

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents at Owner's direction or request;
- .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 that are pre-approved by the Owner in writing.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « Five » percent (« 5 » %) of the expenses incurred.

~~§ 11.8.3 Reimbursable Expenses under Section 11.8 shall not exceed Three Thousand Dollars and No Cents (\$3,000.00) in the aggregate. Owner is not obligated to pay any Reimbursable Expenses exceeding the above stated cap unless approved by the Owner in advance. Architect is not required however to pay for reimbursable expenses in excess of \$3,000.~~

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

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

« »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

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

§ 11.10.2 Progress Payments

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

~~«»~~ % ~~«Interest rate shall be 1.5% calculated monthly.»~~

§ 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.)

~~« See Exhibit B: Special Terms and Conditions »~~

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

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

~~« N/A »~~

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

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

~~« »~~

[~~« X »~~] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

~~« Exhibit A: Standard Billing Rates »~~

~~Exhibit B: Special Terms and Conditions~~

4 Other documents:
(List other documents, if any, forming part of the Agreement.)

« »

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

OWNER

Pottawattamie County Division of Public Health

(Signature)

« »« »

(Printed name and title)

ARCHITECT

Alley Poyner Macchietto Architecture Incorporated

-(Signature)

Albert Macchietto, Vice President

«Albert Macchietto, »«Vice President »

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

ALLEY POYNER MACCHIETTO ARCHITECTURE INCORPORATED

Effective 2021, Standard Rate Schedule

Hourly Professional Services Rates

Principal	\$ 240
Senior Project Manager	\$ 175
Senior Design Professional	\$ 155
Design Professional 5	\$ 140
Design Professional 4	\$ 125
Design Professional 3	\$ 115
Design Professional 2	\$ 105
Design Professional 1	\$ 95
Construction Administration 2	\$ 130
Construction Administration 1	\$ 110
CAD Rendering /3D Technician	\$ 105
Intern	\$ 60
Administrative Staff 3	\$ 100
Administrative Staff 2	\$ 80
Administrative Staff 1	\$ 70

Reimbursable Expenses

Mileage		Per IRS Rate
Inhouse Printing:	B & W copies / prints	\$ 0.10 (8.5 x 11)
		\$ 0.50 (11 x 17)
		\$ 1.00 (13 x 19)
	Color prints / prints	\$ 1.00 (8.5 x 11)
		\$ 1.50 (11 x 17)
		\$ 2.50 (13 x 19)
	Bond plots	\$ 0.30 per SF
	Color plots	\$ 3.00 per SF

For other direct costs, the compensation shall be the expense incurred by the Architect and the Architect's consultants plus a 10% mark up and may include but is not limited to:

Outside Printing	Parking
Car Rental	Air Travel
Hotel	Meals
Conference Calls	Delivery / Shipping / Postage

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

§12.1 It is intended by the parties to this Agreement that the Architect's services in connection with the Project shall not subject the Architect's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Alley Poyner Macchietto Architecture Incorporated, a Nebraska Corporation, and not against any of the Architect's individual employees, officers, or directors.

§12.2 The Owner recognizes that the Architect's fee includes allowance for funding a variety of risks, which affect the Architect by virtue of his agreeing to perform services on the Owner's behalf. One of these risks stems from the Architect's potential for human error. In order for the Owner to obtain the benefits of a fee which includes a lessor allowance for risk funding, the Owner agrees to limit the Architect's liability to the Owner, its successors and assigns arising from the Architect's professional acts, errors or omissions, not to exclude any charge, liability, or expense arising from gross negligence, fraud, or willful recklessness on the part of the Architect, its partners, employees, agents, representatives, subcontractors and the like, such that the total aggregate liability of the Architect to all those named shall not exceed \$1,000,000.

§12.3 If, due to the services provided by Alley Poyner Macchietto Architecture Incorporated, a required or desired item or component of the Project is omitted from the Construction Documents, Alley Poyner Macchietto Architecture Incorporated shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original Construction Documents. The Owner agrees that Alley Poyner Macchietto Architecture Incorporated will not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

§12.4 The Owner will employ the services of a Construction Manager. The Construction Manager will be responsible for providing cost estimates to the Owner based on preliminary design work prepared by the Architect. The Construction Manager will be responsible for updating this cost estimate at the end of the Schematic Design Phase, the Design Development Phase, and at completion of the Construction Document Phase. If at any point the Construction Manager's estimate exceeds the Owner's Fixed Limit of Construction Cost, the Owner will notify and instruct the Architect on the modifications which are to be made to bring the Construction cost within the Fixed Limit. In the event that final bid numbers exceed the Construction Manager's latest estimate, and the Owner requires modifications to the Project which require the Architect to revise the drawings, specifications or other changes which require the Architect to expend additional time and service, the Architect will be entitled to reimbursement as an additional service as described in Section 11.3.

End of Special Terms and Conditions



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Harry A. Koch Co. P.O. Box 45279 Omaha NE 68145-0279	CONTACT NAME: PHONE (A/C. No. Ext): 402-861-7000		FAX (A/C. No):
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED Alley Poyner Macchietto Architecture, Inc. 1516 Cuming St. Omaha NE 68102	ALL41267	INSURER A : The Phoenix Insurance Co	25623
		INSURER B : Charter Oak Fire Insurance Co.	25615
		INSURER C : Travelers Property Casualty of America	25674
		INSURER D : Accident Fund National Ins Co	10166
		INSURER E : XL Specialty Insurance Co	37885
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 769529218

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6801N46740A2047	9/15/2020	9/15/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA8P5689332047G	9/15/2020	9/15/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP1N46986A2047	9/15/2020	9/15/2021	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCV6213059	9/15/2020	9/15/2021	PER STATUTE	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	Professional Liability Claims Made Basis Incl. Pollution Liability			DPR9974983	3/15/2021	3/15/2022	\$3,000,000 \$5,000,000	Ea.Claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Proposal Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Description of the Project:

The Project is the design of a new building of approximately 20,000 SF to be located on a parcel at 518 Pearl Street in Council Bluffs, Iowa. The parcel is approximately 0.89 acres in area. The building will include offices, clinic spaces, meeting spaces and other associated functional spaces, and the site will include parking and landscaping. The projected construction budget for the project is approximately \$4,800,000.

Scope of Basic Services:

ARCHITECTURAL

1. Meet with key staff members and confirm the program (quantity, type, and sizes of desired spaces to be included) and overall project aspirations.
2. Perform a space needs analysis and assemble a programmatic spreadsheet of all areas to be included in the building.
3. Review the current fire and building codes to determine the design parameters that might affect the design of the building.
4. Provide several site studies to determine the best placement of the building.
5. Provide multiple conceptual floor plan options based upon existing conditions and Owner desired program.
6. Develop a conceptual schedule of design and construction.
7. Assist in the selection of a construction manager.
8. Develop the design work and provide review documents at Concept Design, Schematic Design, Design Development and at Construction Document phases.
9. Provide selections of all materials and finishes.
10. Provide construction documents sufficient to bid and construct the project.
11. Provide construction administration services throughout the construction phase. Review shop drawings, submittals, RFIs and Pay Requests from the contractor.
12. Provide up to (3) marketing quality renderings of the exterior and/or interior, along with a Conceptual Design presentation to update your members at the appropriate time.
13. Meet with key members at various intervals to review the progress and solicit feedback and input.

CIVIL

1. Provide site layout plan, utilities plan, and grading plan.

STRUCTURAL

1. Complete structural design for the renovation and building addition.
2. Bidding and construction administration services.

MECHANICAL, ELECTRICAL, & PLUMBING (MEP) (MORRISSEY ENGINEERING)

1. Design mechanical utilities including gas, domestic water, fire water, sanitary sewer, storm sewer systems to 5' beyond the building wall.
2. Design electrical utilities including electrical service, telecommunications pathways within building and to utility connection point.
3. Design HVAC systems. Review options and coordinate with acoustical engineer.
4. Design plumbing systems.
5. Design fire protection system.
6. Design interior and exterior lighting systems and control systems.
7. Design fire alarm systems.
8. Develop design narratives and progress drawings at each phase.
9. Owner meetings/site visits as needed.

Optional Supplemental Services

1. Computer, Network and Phone Cabling Systems.
2. Audio/Visual Design Services.
3. Security Design Services.
4. Furnishings Selections and Procurement
5. Acoustical analysis of the primary spaces.
6. Additional renderings and presentation drawings beyond those describe under Basic Services.
7. Signage.
8. Environmental Graphics or Brand integration.
9. Sustainable Design (e.g. LEED or similar)
10. Commissioning or Enhanced Commissioning.
11. Record Drawings.

Services Not Included

1. Property survey.
2. Geotechnical services.
3. Environmental investigation or mitigation services.
4. Public improvements.
5. Permit costs, jurisdictional review costs.
6. Multiple drawing packages, phased or fast track construction.
7. Life cycle cost analysis, energy usage studies, utility cost projections.

END OF SCOPE OF SERVICES

Other Business

**Discussion and/or decision to accept resignation letter
of Michael Guzman, MD from the Board of Health.**

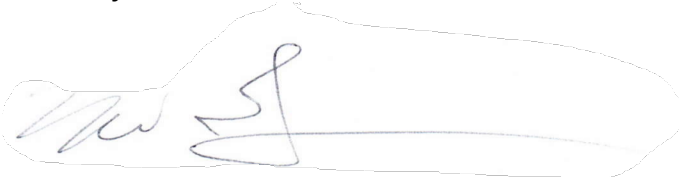
September 16, 2021

Dear Pottawattamie County Board of Supervisors:

Please let this letter serve as my resignation from the Pottawattamie County Board of Health effective September 16, 2021. It has been an honor to participate in and grow with this organization. I regretfully must resign as other commitments have required my full attention. I feel I am no longer able to give this position the attention it is due.

Thank you for the opportunity to serve this community. I wish you all the best in your endeavors. Feel free to reach out if I can be of any assistance in future.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Guzman", enclosed within a light blue, irregularly shaped outline that suggests a scanned signature or a digital stamp.

Michael Guzman, MD

Matt Wilber/County Attorney

Discussion on filling County Recorder Vacancy.

**Discussion and/or decision on plans and funding for
Tiny Homes for Veterans Project.**

Received/Filed



Gerri D. Huser, Chair
Richard W. Lozier, Jr., Board Member
Joshua J. Byrnes, Board Member

September 13, 2021

Scott Belt, Chair
Pottawattamie County Board of Supervisors
227 S. 6th Street
Council Bluffs, IA 51501

Via email: scott.belt@pottcounty-ia.gov

Re: Hazardous Liquid Pipelines, Docket No. HLP-2021-0001

Dear Chair Belt,

On August 4, 2021, the Iowa Utilities Board (IUB) received a request from Summit Carbon Solutions, LLC (Summit Carbon), to hold a series of public informational meetings for a proposed hazardous liquid pipeline to transport liquefied carbon dioxide. On August 12, 2021, the IUB issued a letter approving informational meeting dates. The date for the informational meeting in your county is Wednesday, October 6, 2021, at 6 p.m. This letter is providing information concerning what the Pottawattamie County Board of Supervisors can expect as this process progresses.

Iowa Code chapter 479B governs hazardous liquid pipelines and hazardous underground storage. Iowa Code § 479B.2 defines hazardous liquid to include the transportation of liquefied carbon dioxide. The IUB has adopted administrative rules to implement the requirements of Iowa Code chapter 479B at 199 Iowa Administrative Code (IAC) chapter 13.

Pursuant to 199 IAC 13.3, Summit Carbon is required to submit an agricultural land restoration plan that complies with Iowa Code § 479B.20 and 199 IAC chapter 9. The county inspector for your county will review the agricultural land restoration plan and the plan will be reviewed by the IUB as part of the evidence in its evidentiary hearing. The board of supervisors may file comments or intervene in Docket No. HLP-2021-0001.

Under Iowa Code § 479B.20, the county board of supervisors is to appoint a county inspector to ensure compliance with the agricultural land restoration plan approved by the IUB. The county board of supervisors may use its county engineer so long as they meet the requirements of Iowa Code § 479B.20(2), or it may hire a county inspector who meets the same requirements. Summit Carbon will pay the reasonable cost of the county inspector.

The county inspector appointed by the county board of supervisors will ensure that the construction of the pipeline complies with the agricultural restoration plan and monitor each step of the construction process.

The IUB provides an instruction manual to assist county inspectors with information regarding enforcement and related construction issues during pipeline construction.

The county inspector will also inform the county board of supervisors when they determine pipeline construction is complete. It is ultimately the county board of supervisors who declare the pipeline construction has been completed. Not less than 90 days after the county board of supervisors determines the pipeline construction is complete, any landowner who has outstanding damage claims against the pipeline company may then petition the county board of supervisors to establish a compensation commission to determine damages under Iowa Code § 479B.30.

Thank you in advance for your cooperation during this process. If you have questions or need assistance, please email customer@iub.iowa.gov or call 515-725-7317 to speak with James Boyd, assigned IUB customer service representative.

Sincerely,

Geri D. Huser, Chair, Iowa Utilities Board

Richard Lozier, Board Member

Josh Byrnes, Board Member