

Consent Agenda

September 21, 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 14, 2021, Minutes as read.
- B. September 14, 2021, Minutes as read.
- C. Communications – Employment of Logan Thomas Brown as Telecommunicator.
- D. Medical Examiner – Employment of Danielle Easton as Medical Examiner Investigator.
- E. Auditor – Employment of Patricia Henderson, Susan Jensen, Mary Kramer, Kathleen Roenfeld, and Michael Wheeldon as Election Clerk – Seasonal Temp.

UNANIMOUS VOTE. Motion Carried

2. SCHEDULED SESSIONS

Motion made by Wichman, second by Shea, to open Public Hearing on Proposed Development Agreement with JJHP, LLC.

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

Mark Hanwright of 23974 Pioneer Trail, Council Bluffs, appeared before the Board to speak in favor of the proposed development agreement with JJHP, LLC.

Motion by Wichman, second by Shea, to close public hearing.

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

Motion by Schultz, second by Shea, to approve and authorize 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
_____ 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: _____
Melvyn Houser, County Auditor

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

Motion made by Schultz, second by Shea, to open Public Hearing on Pottawattamie County’s amendment to current county budget for FY2021-22.

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

Motion by Schultz, second by Grobe, to close public hearing.

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

After discussion was held by the Board, Motion by Schultz, Second by Grobe, to table **Resolution No. 103-2021** for one week. UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, motion by Wichman, second by Schultz, to approve Tax abatement for Myrtue Medical Center for property located at 510 N Elm St, Avoca (Parcel No. 773909332009). UNANIMOUS VOTE. Motion Carried.

Motion made by Shea, second by Schultz, to approve funding request of \$1,000 for Beresheim Porch Replacement project to be paid from Gaming. UNANIMOUS VOTE. Motion Carried.

Motion made by Wichman, second by Shea, to approve and authorize Chairman to sign the final voucher for project BRS-SWAP-CO78(195)—FF-78 (G30 Nishnabotna River Bridge in Hancock). UNANIMOUS VOTE. Motion Carried.

Motion made by Schultz, second by Shea, to approve and sign proposal for Engineering Services for Air Handling Unit Replacement/Retrofit Project Engineering Technologies, Inc. (ETI). UNANIMOUS VOTE. Motion Carried.

Motion made by Wichman, second by Grobe, to provide \$80,000 per fiscal year to East and West Pottawattamie County Soil & Water Conservations Districts for the Education Coordinator Position; and

to direct the County Attorney to draft a 28E Agreement to begin in FY22/23. UNANIMOUS VOTE. Motion Carried.

Matt Wyant/Director, Planning and Zoning and Andrea Kathol/Field Day Development appeared before the Board to provide an update on the status of Public Health Building Project. Discussion only. No action taken.

3. OTHER BUSINESS

Motion made by Wichman, second by Schultz, to accept resignation letter of Michael Guzman, MD from the Board of Health. UNANIMOUS VOTE. Motion Carried.

County Attorney Matt Wilber appeared before the Board to discuss options for filling the County Recorder Vacancy. Discussion only. No action taken.

Motion made by Schultz, second by Shea, to create a line item in the Gaming Fund for the Veterans Tiny Home Project. UNANIMOUS VOTE. Motion Carried.

4. RECEIVED/FILED

A. Salary Actions

- 1) Secondary Roads – Payroll Status Change for Dustin Ausdemore
- 2) Communications – Payroll Status Change for Rachele Holt

B. Notifications

- 1) Iowa Utilities Board Notification of Public Informational Meeting for a proposed hazardous liquid pipeline. Meeting to be held Wednesday, October 6th.

5. CLOSED SESSION

Motion by Wichman, second by Shea, to go into Closed Session pursuant to Iowa Code §21.5(1)(c) – Discussion and/or decision on pending litigation.

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

Motion by Wichman, second by Schultz, to go out of Closed Session.

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

Motion by Wichman, second by Schultz, to approve the settlement agreement for Pittillo vs. Pottawattamie County, Pottawattamie County Case Number LACV121009, as discussed in closed session. UNANIMOUS VOTE. Motion Carried.

6. ADJOURN

Motion by Shea, second by Wichman, to adjourn meeting. UNANIMOUS VOTE. Motion Carried. THE BOARD ADJOURNED SUBJECT TO CALL AT 12:40 P.M.

Scott A. Belt, Chairman

ATTEST:

Becky Lenihan, Finance & Tax Officer

APPROVED: September 28, 2021

PUBLISH: X

Scheduled Sessions

John Rasmussen/County Engineer

Discussion and/or Decision to approve Project Agreement 2022-P-007 with the Iowa DOT for Bridge Reconstruction at G12 (DeSoto Avenue) over I29 and the associated approach pavement.

**IOWA DEPARTMENT OF TRANSPORTATION
Predesign Agreement
For Primary Road Project**

County	<u>Pottawattamie</u>
Project No.	<u>IMX-029-4(112)72--02-78</u>
Iowa DOT	
Agreement No.	<u>2022-P-007</u>
Staff Action No.	<u></u>

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Pottawattamie, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to Iowa 29 within Pottawattamie County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

- a. The DOT will design, let, and inspect construction of the following described project in accordance with the project plans and DOT standard specifications:

Bridge reconstruction at the County Road G12 interchange to 0.4 miles north. See Exhibit A for location.

2. Funding Sources

- a. The following funding sources have been identified for the project:

Federal Funding	\$ 3,410,100
State Funding	\$ 378,900
TOTAL Funding	\$ 3,789,000

3. Traffic Control

- a. Iowa 29 through-traffic will be maintained during the construction.
- b. It will be necessary to temporarily close LPA side road, County Road 145, during construction. The DOT will furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the project also at no expense or obligation to the LPA. The DOT will work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project related LPA road closures will be the responsibility of the LPA all at no expense or obligation to the DOT.

- c. If this project causes the temporary closure of a road during construction, the DOT shall meet with the LPA to determine whether said closure(s) will cause increased traffic on other LPA roads. The DOT and the LPA shall determine a plan, and the costs thereof, for the LPA to perform dust control on said LPA roads with increased traffic, should dust control become necessary. In that event, the LPA shall inform the DOT prior to performing said dust control. The DOT shall reimburse the LPA for the cost of said dust control measures following the receipt of a bill for the agreed upon costs (see Iowa Code section 313.4 subsection 1.b.).

4. Right of Way and Permits

- a. The DOT will be responsible for the coordination of utility facility adjustments for the primary road project.

5. Construction & Maintenance

- a. A future Preconstruction Agreement will be negotiated between the DOT and LPA to further define project responsibilities and cost sharing.
- b. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
- c. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in Instructional Memorandum 2.110.

6. General Provisions

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.
- b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both parties that no third party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.

July 2014

- f. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

July 2014

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2022-P-007 as of the date shown opposite its signature below.

BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY:

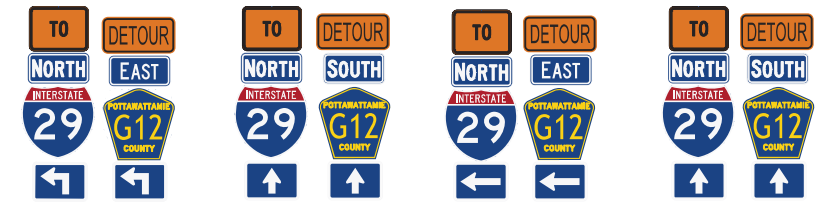
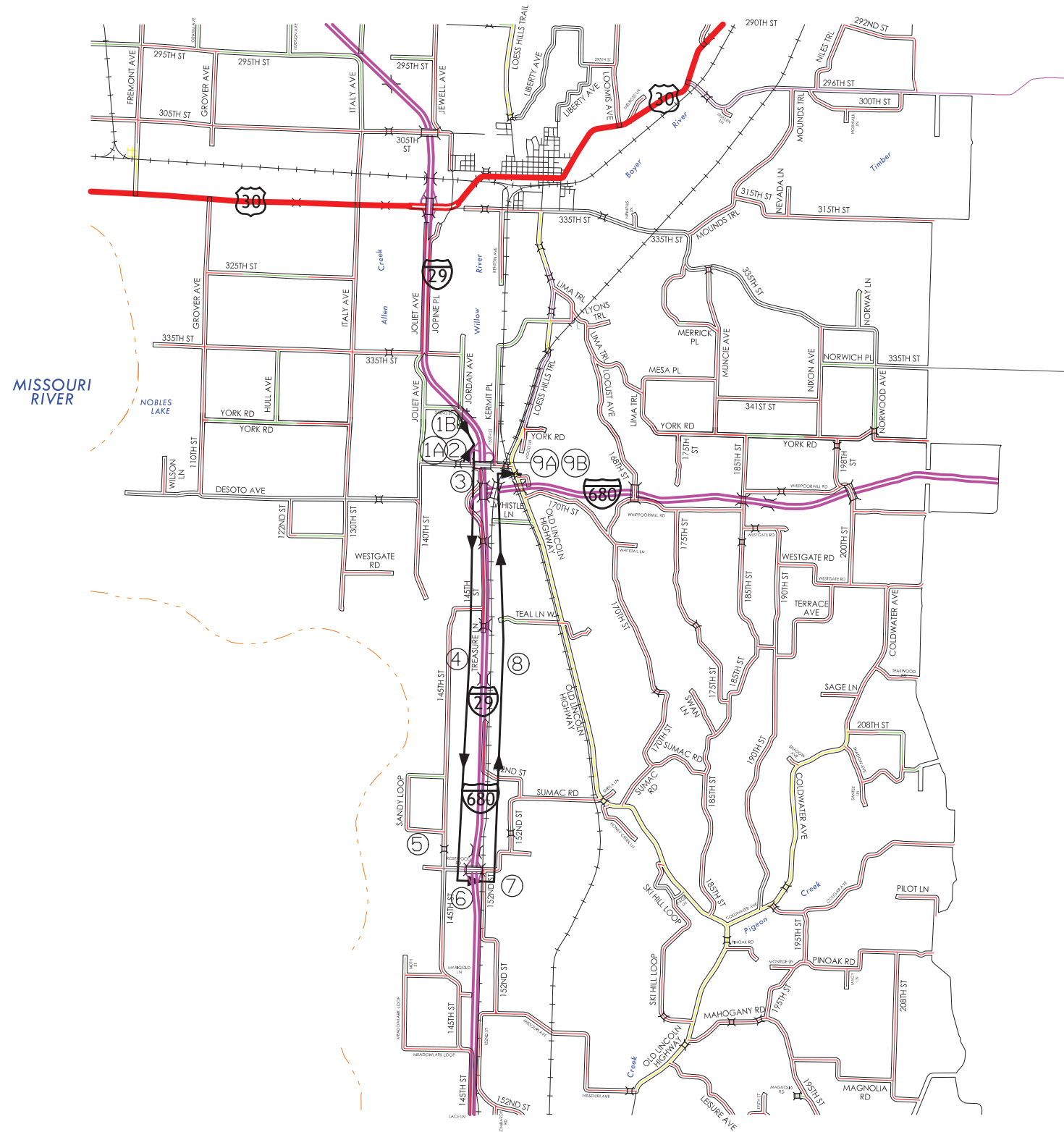
By: _____ Date _____, 20__.
Chairperson

ATTEST:

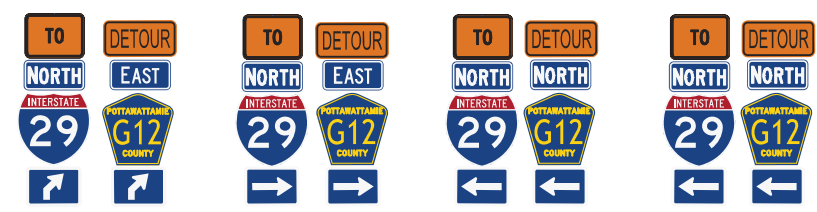
By: _____
County Auditor

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20__.
Scott Schram
District Engineer
District 4



1A 1B 2 3



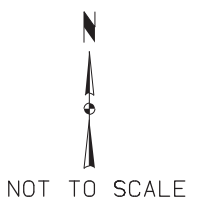
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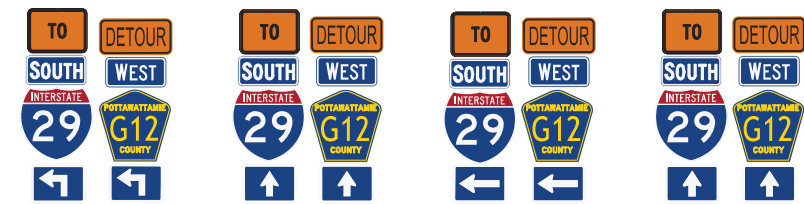
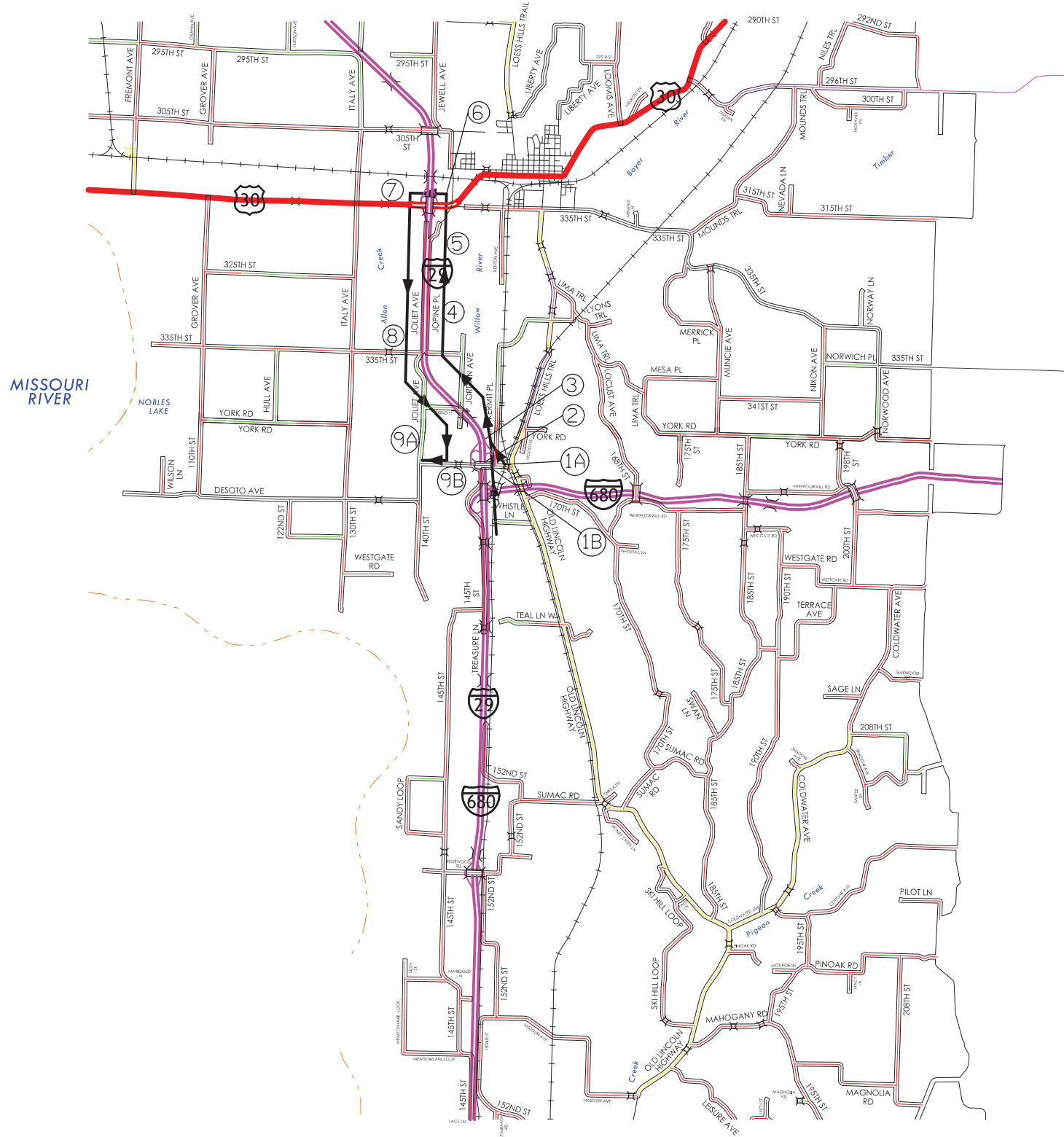
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→ EB G12 DETOUR ROUTE

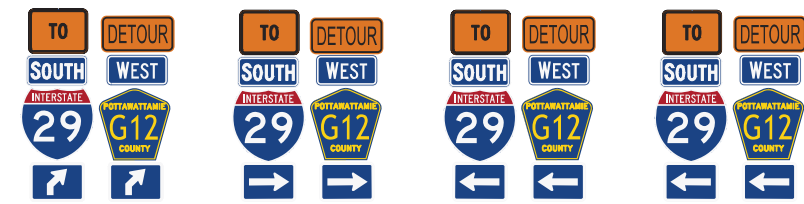
Note: All detour signs are to be provided, placed, maintained, and removed by the contractor.



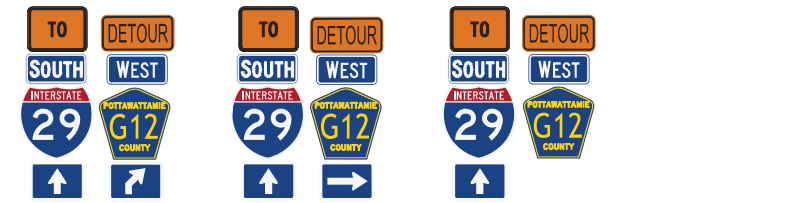
STAGE 1 DETOUR ROUTE OF G12 EASTBOUND



1A 1B 2 3



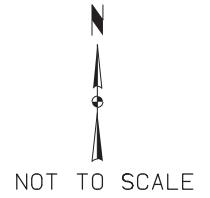
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→ WB G12 ACCESS

Note: All detour signs are to be provided, placed, maintained, and removed by the contractor.



STAGE 1 DETOUR ROUTE OF G12 WESTBOUND

John Rasmussen/County Engineer

**Discussion on Petitions received for Leisure Avenue
Secondary Roads Assessment District and
Honeysuckle Road Secondary Roads Assessment
District. Discussion only.**

**Matt Wyant/Director, Planning and Development
Director – Discussion and/or decision to:**

**Appoint Dr. Tana Perry to the Board of Health to serve
out remainder of vacated term.**



Pottawattamie County Division of Public Health

600 S. 4th Street, Council Bluffs, IA 51503
Ph. 712.242.1155 Fax 712.242.1162

TO: Board of Supervisors
FROM: Matt Wyant, Director and Maria Sieck, Administrator
DATE: September 22, 2021

RE: Board of Health Appointment

REQUEST: Appoint Dr. Tana Perry, MD to the Pottawattamie County Board of Health to finish out Dr. Mike Guzman's Appointment ending December 31, 2021.

BACKGROUND: Dr. Tana Perry works for Methodist Health System as an OBGYN practitioner. Community Health Needs Assessment has shown that women's health needs in Pottawattamie County are a concern and area of focus for our community. Dr. Perry's practice in women's health would provide a direct link to the needs of the community and expertise in the field. She is engaged in Pottawattamie County community and has been able to see the patterns that affect women. This opportunity will provide her and the County a way to address real community problems.

Iowa Department of Public Health has confirmed that Dr. Perry does not have to live in the county to serve in this role. Dr. Guzman notified Public Health of his need to step down in January of 2021. Dr. Guzman did state that he would stay on short term in January, until a replacement was found, but was not able to attend meetings due to other commitments. Efforts have been made since that time to recruit another Medical Doctor to this role. The ongoing Pandemic has made this a difficult role to fill. Dr. Perry is an Iowa Native and Graduated from the University of Iowa. She currently resides in Omaha, but all of her work takes place in Council Bluffs.

Recommendation: I recommend that the Board of Supervisors appoints Dr. Perry to serve on the Board of Health for Pottawattamie County.

Membership to the Board of Health:

The membership of the Pottawattamie County Board of Health will consist of five (5) persons appointed by the Pottawattamie County Board of Supervisors. Membership will include a licensed physician and appropriate representatives from other professional disciplines.

Other: Please list what Boards you are interested in serving: _____

Name	Tana Perry		
Mailing Address	Street 5107 Cuminy St	City, State, Zip Code Omaha, NE 68132	
Email Address	TanaPerry15@gmail.com		
Telephone	Home —	Work 712-396-7880	Cellular 515-669-7639
Best way to contact?	<input checked="" type="checkbox"/> Email	<input type="checkbox"/> Home Telephone	<input type="checkbox"/> Work Telephone <input checked="" type="checkbox"/> Cellular Telephone

This form assists the Board of Supervisors in evaluating the qualifications of applicants for appointment to a board or commission. State law requires political subdivisions to make a good faith effort to balance most appointive boards, commissions, committees, and councils according to gender by January 1, 2012, and each year thereafter. Please identify: Female Male

Place of employment and position	Methodist Physician's Clinic, Council Bluffs Oblgyn
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The following questions will assist the Board of Supervisors in its selection.

How much time will you be willing to devote in this position? Are you available for day, night meetings or both.	Available for meetings both day and night.
--	--

Interest in Appointment: Describe in detail why you are interested in serving on appointive board or commission.	Being an obligyn in the community has an insight into the health/needs of
--	---

Iowa Code §331.342 (Conflict of Interest), please list any relatives that work for Pottawattamie County or relatives that own a business that may contract with Pottawattamie County.

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Please provide two references who may be contacted on your qualifications for this position.

Name	Maureen Boyle		Relationship	Colleague
Mailing Address	Street 808 E Pierce St		City, State, Zip Code Council Bluffs, IA 51503	
Email Address	Maureen.Boyle-Manganaro@nmhs.org			
Telephone	Home -	Work 712-396-7880	Cellular -	
Best way to contact?	<input checked="" type="checkbox"/> Email <input type="checkbox"/> Home Telephone <input type="checkbox"/> Work Telephone <input type="checkbox"/> Cellular Telephone			

Name	Laura Parisi		Relationship	Former Colleague
Mailing Address	Street 3450 NE Ralph Powell Rd		City, State, Zip Code Lee's Summit, MO 64064	
Email Address	Laura.Parisii@ nmhs tmcmmed.org			
Telephone	Home -	Work 816-404-2170	Cellular -	
Best way to contact?	<input checked="" type="checkbox"/> Email <input type="checkbox"/> Home Telephone <input type="checkbox"/> Work Telephone <input type="checkbox"/> Cellular Telephone			

**Matt Wyant/Director, Planning and Development
Director – Discussion and/or decision to:**

**Approve and authorize Board to sign Architect
Agreement with Alley-Poyner for new Public Health
Facility.**

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.

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6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
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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 and 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 & Dornier 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.)

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§ 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 ~~seven~~**fifteen (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;~~
- .89 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,~~
- .942 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)

**Matt Wyant/Director, Planning and Development
Director – Discussion and/or decision to:**

**Approve and authorize Chairman to sign Access
Agreement for City of Council Bluffs Brownfield
Assessments.**

Access Agreement for City of Council Bluffs Brownfield Assessments

THIS ACCESS AGREEMENT, made and entered into by INSERT ENTITY HERE (hereinafter referred to as the "GRANTOR"), and the City of Council Bluffs, Iowa (CITY), authorizes CITY's employees, contractors, and subcontractors access to the property(ies) owned by the GRANTOR, located at INSERT ADDRESS, CITY, STATE ZIP; hereinafter referred to as the "Property". Access to the Property is requested for the purpose of:

- 1) Conduct a site visit to complete a Phase I Environmental Site Assessment;
- 2) If warranted based on the results of the Phase I Environmental Site Assessment, conduct an inspection of the Property and complete required testing to complete a Phase II Environmental Site Assessment.
 - a) Testing may include the following:
 - i) Collecting samples of building materials as part of asbestos containing materials and lead based paint assessments;
 - ii) Installation and maintenance of permanent or temporary groundwater monitoring wells;
 - iii) Collection of soil samples and water samples; and
 - iv) Proper abandonment of the groundwater monitoring wells installed by the CITY when the wells are no longer needed.

FOR THE PARTIES' JOINT AND MUTUAL CONSIDERATION IT IS HEREBY AGREED AS FOLLOWS:

1. That the undersigned GRANTOR states they are the lawful possessor of the Property(ies) located at INSERT ADDRESS, CITY, STATE, ZIP, and generally identified as parcel numbers INSERT PARCEL NUMBER.
2. That the GRANTOR hereby grants and conveys to CITY's employees, contractors, and subcontractors temporary access to the real estate identified in section 1 of this Agreement for the purpose of [See examples above]
3. That the GRANTOR has a good and lawful right to grant access to the Properties.
4. That the individual or individuals executing this Agreement on behalf of the GRANTOR has or have authority to grant the access rights conveyed to CITY herein.
5. That GRANTOR shall indemnify and hold harmless CITY against any damage to the Properties arising from CITY's presence on the premises, unless such damage is a result of an act or omission of GRANTOR or GRANTOR's representatives.

GRANTOR waives any and all claims against CITY and its representatives and, to the maximum extent permitted by law, agrees to defend, indemnify, hold harmless CITY and its representatives from any claim, liability, and/or defense costs for injury or loss arising from the discovery of hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the Property's(ies)' value or the value of any other property impacted by the discovery of hazardous materials. As such, notwithstanding any other provision of this Agreement, CITY's obligations to restore the Property(ies) and to indemnify and hold GRANTOR harmless shall not extend to any damage resulting from any one or more of the following: (a) the discovery of hazardous materials on the Property(ies); (b) the spread of hazardous materials already on the property(ies) as a result of assessment for the same, so long as CITY's consultants, agents, contractors and employees use commercially reasonable measures to not spread or disturb any such hazardous materials in conducting the Assessments; or (c) latent defects in the Property(ies).

Other Business

**Becky Lenihan/Finance & Tax Officer –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.**

RESOLUTION NO. 103-2021

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

WHEREAS, the Auditor, Secondary Roads, Board of Supervisors, and Nondepartmental have exceeded their Budget due to said necessary expenditures; and

WHEREAS, the Amendment to the Fiscal Year 2021/22 Budget for the Auditor, Secondary Roads, Board of Supervisors, and Nondepartmental shall be substantially as follows:

DEPT #	Revenue Amount	Expense Amount
99	\$ 1,905,000	\$ 1,905,000
99	\$ 12,000,000	\$ 12,000,000
99	\$ 5,955,000	\$ 5,955,000
99	\$ 86,639	\$ -
99	\$ 491,080	\$ -
99	\$ -	\$ 254,951
99	\$ -	\$ 838,667
Total	\$ 20,437,719	\$ 20,953,618
01	\$ 4,172,805	5,920,644
01		7,500,000
Total	\$ 4,172,805	13,420,644
20		1,200,000
20		1,150,000
Total		2,350,000
02		62,379
Total		\$ 62,379
	\$ 24,610,524	\$ 36,786,641

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 held on September 21,2021, 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 28th 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: _____
Melvyn J. Houser, County Auditor

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

**Becky Lenihan/Finance & Tax Officer –Discussion
and/or decision to approve and authorize Board to sign:**

**Resolution No. 104-2021 entitled: Resolution
Appointing Paying Agent, Bond Registrar, and Transfer
Agent, Approving the Paying Agent and Bond Registrar
and Transfer Agent Agreement and Authorizing the
Execution of the Agreement.**

RESOLUTION NO. 104-2021

RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT

WHEREAS, \$5,955,000 General Obligation Local Option Sales and Services Tax Bonds, Series 2021C, dated October 12, 2021, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Bonds; and

WHEREAS, this Board has deemed that the services offered by UMB Bank, N.A. of West Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered bonds; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the County and UMB Bank, N.A.

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

1. That UMB Bank, N.A. of West Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$5,955,000 General Obligation Local Option Sales and Services Tax Bonds, Series 2021C, dated October 12, 2021.

2. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is hereby approved and that the Chairperson and Auditor are authorized to sign the Agreement on behalf of the County.

Dated this 28th 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: _____
Melvyn Houser, County Auditor

**Becky Lenihan/Finance & Tax Officer –Discussion
and/or decision to approve and authorize Board to sign:**

**Resolution No. 105-2021 entitled: Resolution
authorizing and providing for the issuance, and levying
a tax to pay the Bonds; Approval of the Tax Exemption
Certificate and Continuing Disclosure Certificate.**

RESOLUTION NO. 105-2021

RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$5,955,000 GENERAL OBLIGATION LOCAL OPTION SALES AND SERVICES TAX BONDS, SERIES 2021C, AND LEVYING A TAX TO PAY SAID BONDS; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE

WHEREAS, the Issuer is a political subdivision, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, pursuant to notice published as required by Section 423B.9(4) of the Code of Iowa, this Board has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$8,000,000 of General Obligation Local Option Sales and Services Tax Bonds, and no petition for an election thereon was received, and the Council is therefore now authorized to proceed with the issuance of \$5,955,000 of General Obligation Local Option Sales and Services Tax Bonds, Series 2021C (the "Bonds"); and

WHEREAS, pursuant to the provisions of Chapter 75 of the Code of Iowa, the above mentioned Bonds were heretofore sold at public sale and action should now be taken to issue said Bonds conforming to the terms and conditions of the best bid received at the advertised public sale.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Bonds.
- "Bond Fund" Shall mean the fund created in Section 3 of this Resolution.
- "Bonds" shall mean \$5,955,000 General Obligation Local Option Sales and Services Tax Bonds, Series 2021C, authorized to be issued by this Resolution.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Depository Bonds " shall mean the Bonds as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "Designated Project Portion" shall mean that portion of the Local Option Tax Receipts, being equal to 70% received by the County allocated under Section 15 hereof.

- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Bond pursuant to the Representation Letter.
- "Issuer" and "County" shall mean Pottawattamie County, State of Iowa.
- "Local Option Tax" shall mean all of the tax receipts collected by the County from the local option sales and services tax imposed in accordance with Chapter 423B of the Code of Iowa and Ordinance No. 95-2, duly adopted by the Board of Supervisors of Pottawattamie County, Iowa with respect thereto, as authorized pursuant to the special election held on November 8, 1994.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Bonds as securities depository.
- "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due.
- "Project" shall mean the costs of acquisition of land and construction and equipping of county shops to service secondary roads.
- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Bonds.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.
- "Resolution" shall mean this resolution authorizing the Bonds.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Bonds.
- "Treasurer" shall mean the County Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Local Option Tax Receipts. As set forth in Section 15 hereof, there is hereby established a Local Option Sales and Services Tax Bond Principal and Interest Fund (the "Sinking Fund") as a separate and special fund to pay principal of and interest on the Bonds and any other bonds or notes issued under Chapter 423B of the Code of Iowa. All amounts collected by the Issuer in each fiscal year as part of the Designated Project Portion of the Local Option Tax Receipts or otherwise derived therefrom shall be deposited into the Sinking Fund until the amount on deposit therein shall be equal to the total principal and interest falling due in said year on the Bonds and any other bonds or notes payable from the Local Option Tax Receipts. Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on said Bonds.

b) Levy of Annual Tax. For the purpose of providing funds to pay the principal and interest of the Bonds hereinafter authorized to be issued in the event that the Designated Project Portion of the Local Option Tax Receipts are insufficient to do so, there is hereby appropriated to the Sinking Fund and levied for each future year the following direct annual tax on all of the taxable property in Pottawattamie County, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30 YEAR OF COLLECTION)
\$400,760.83*	2021/2022
\$397,600.00	2022/2023
\$391,900.00	2023/2024
\$391,200.00	2024/2025
\$385,400.00	2025/2026
\$384,600.00	2026/2027
\$378,700.00	2027/2028
\$377,800.00	2028/2029
\$376,800.00	2029/2030
\$600,700.00	2030/2031
\$600,000.00	2031/2032
\$604,100.00	2032/2033
\$602,900.00	2033/2034
\$601,500.00	2034/2035
\$504,900.00	2035/2036

* Payable from cash on hand.

c) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Pottawattamie County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the County are collected, and when collected be used for the purpose of paying principal and interest on said Bonds issued in anticipation of the tax, and for no other purpose whatsoever.

d) Additional County Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the County available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Pledge of Sinking Fund. Said Designated Project Portion of the Local Option Tax Receipts shall be collected each year at the same time and in the same manner as, and in addition to, all other sales taxes in and for the County, and when collected they shall be deposited into the Sinking Fund, which is hereby pledged for and shall be used only as set forth herein; and also there shall be apportioned to said fund any property taxes levied under Section 2 of this Resolution and, as a part thereof, the applicable proportion of taxes received by the County from railway, express, telephone and telegraph companies and other taxes assessed by the Iowa State Department of Revenue.

Section 4. Application of Bond Proceeds. Proceeds of the Bonds, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Bonds at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Bond Fund Proceeds. All moneys held in the Bond Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, as amended, or otherwise by a valid pledge

of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Bonds as herein provided.

Section 6. Bond Details, Execution and Redemption.

a) Bond Details. General Obligation Local Option Sales and Services Tax Bonds of the County in the amount of \$5,955,000, shall be issued pursuant to the provisions of Section 423B.9(4) of the Code of Iowa for the aforesaid purposes. The Bonds shall be designated "GENERAL OBLIGATION LOCAL OPTION SALES AND SERVICES TAX BOND, SERIES 2021C", be dated October 12, 2021, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on June 1, 2022, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Bonds shall be executed by the manual or facsimile signature of the Chairperson and attested by the manual or facsimile signature of the Auditor, and impressed or printed with the seal of the County and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Bond. The Bonds shall be in the denomination of \$5,000 or multiples thereof. The Bonds shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$ 325,000	2.000%	2022
\$ 285,000	2.000%	2023
\$ 285,000	2.000%	2024
\$ 290,000	2.000%	2025
\$ 290,000	2.000%	2026
\$ 295,000	2.000%	2027
\$ 295,000	2.000%	2028
\$ 300,000	2.000%	2029
\$ 305,000	2.000%	2030
\$ 535,000	2.000%	2031
\$ 545,000	2.000%	2032
\$ 560,000	2.000%	2033
\$ 570,000	2.000%	2034
\$ 580,000	2.000%	2035
\$ 495,000	2.000%	2036

b) Redemption.

i. Optional Redemption. Bonds maturing after June 1, 2028, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All Bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Section 7. Issuance of Bonds in Book-Entry Form; Replacement Bonds.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Bonds, unless the Issuer determines to permit the exchange of Depository Bonds for Bonds in Authorized Denominations, the Bonds shall be issued as Depository Bonds in denominations of the entire principal amount of each maturity of Bonds (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Bonds must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Bonds registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Bonds at the address indicated or in the Representation Letter.

b) The Bonds will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of the Bonds will be registered in the registry books of the UMB Bank, N.A. kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under the Resolution of the Issuer, registering the transfer of Bonds, obtaining any consent or other action to be taken by registered owners of the Bonds and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Bonds under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Bonds; with respect to any notice given to owners of Bonds under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Bonds, or a consent given or other action taken by DTC as registered owner of the Bonds. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Bonds certificates. The Bonds will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Bonds will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Bond and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Bondholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Bondholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Bondholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Bondholders and payments on the Bonds. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Bonds is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Bonds to be transferred or exchanged and appropriate instruments of transfer. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Bonds, (ii) registration and transfer of interests in Depository Bonds by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Bonds in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Bonds, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Bonds, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. Registration of Bonds; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Bonds, and in no other way. UMB Bank, N.A. is hereby appointed as Bond Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Bonds for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 331.446 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bonds and in this Resolution.

b) Transfer. The ownership of any Bond may be transferred only upon the Registration Books kept for the registration and transfer of Bonds and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Bond (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Bond, a new fully registered Bond, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the

unmatured and unredeemed principal amount of such transferred fully registered Bond, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Bonds. In all cases of the transfer of the Bonds, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Bonds, in accordance with the provisions of this Resolution.

d) Ownership. As to any Bond, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bonds and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Bonds which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Bonds which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Bonds to the Issuer.

f) Non-Presentation of Bonds. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Bonds is returned to the Paying Agent or if any bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Bonds shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Bonds. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Bonds of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one bond for each annual maturity. The Registrar shall furnish additional Bonds in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Bond of like tenor and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond to Registrar, upon surrender of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Bond, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Bonds to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the

Bond shall surrender the Bond to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this Resolution, the Chairperson and Auditor shall execute the Bonds by their manual or authorized signature and deliver the Bonds to the Registrar, who shall authenticate the Bonds and deliver the same to or upon order of the Purchaser. No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Bond a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Bonds shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the Resolution of Issuer authorizing the issuance of the Bonds;
2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Bonds to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Bonds proposed to be issued.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered bondholder.

Section 13. Form of Bond. Bonds shall be printed substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF POTTAWATTAMIE"
"GENERAL OBLIGATION LOCAL OPTION SALES AND SERVICES TAX BOND"
"SERIES 2021C"

Rate: _____
Maturity: _____
Bond Date: October 12, 2021
CUSIP No.: _____
"Registered"
Certificate No. _____
Principal Amount: \$ _____

Pottawattamie County, State of Iowa, a political subdivision organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of UMB Bank, N.A., Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on June 1, 2022, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such

interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Bond is issued pursuant to the provisions of Sections 423B.9(4) of the Code of Iowa, for the purpose of paying costs of acquisition of land and construction and equipping of county shops to service secondary roads, in conformity to a Resolution of the Board of said County duly passed and approved.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Bonds maturing after June 1, 2028, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest

Ownership of this Bond may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Bondholders of such change. All bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 331.446 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bond Resolution.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, have been existent, had, done and performed as required by law; that a local option sales and services tax has been duly authorized, levied and will be maintained in full force for the payment of principal and interest on the Bonds of which this Bond is one; that in the event that the Designated Project Portion of the Local Option Sales and Services Tax Receipts (as such terms are defined in the Resolution) shall be insufficient in any year to pay the Bonds and interest thereon, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Bond as the same will respectively become due; that the faith, credit, revenues and resources and all the real and personal property of the Issuer are irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Bond, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Board, has caused this Bond to be signed by the manual or facsimile signature of its Chairperson and attested by the manual or facsimile signature of its County Auditor, with the seal of the County printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, UMB Bank, N.A., West Des Moines, Iowa.

Date of authentication: _____
This is one of the Bonds described in the within mentioned Resolution, as registered by UMB Bank, N.A.

UMB BANK, N.A., Registrar
West Des Moines, Iowa 50266

By: _____
Authorized Signature

Registrar and Transfer Agent: UMB Bank, N.A.
Paying Agent: UMB Bank, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)
(Signature Block)

POTTAWATTAMIE COUNTY, STATE OF IOWA

By: _____ (manual or facsimile signature) _____
Chairperson

ATTEST:

By: _____ (manual or facsimile signature) _____
County Auditor

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Bond and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or bond(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification _____
Number of Transferee(s) _____
Transferee is a(n):
Individual* _____ Corporation _____
Partnership _____ Trust _____

*If the Bond is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with rights of survivorship and not as tenants in common
- IA UNIF TRANS MIN ACT - Custodian
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

ADDITIONAL ABBREVIATIONS MAY
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Bond)

Section 14. Equality of Lien. The timely payment of principal of and interest on the Bonds and Parity Bonds shall be secured equally and ratably by the Designated Project Portion of the Local Option Tax Receipts without priority by reason of number or time of sale or delivery; and the Designated Project Portion of the Local Option Tax Receipts is hereby irrevocably pledged to the timely payment of both principal and interest as the same become due.

Section 15. Allocation of Local Option Tax Receipts From and after the delivery of the Bonds, and as long as any of the Bonds or other bonds or notes payable from the Local Option Tax Receipts shall be outstanding and unpaid either as to principal or as to interest, or until the Bonds and other such bonds or notes then outstanding shall have been discharged and satisfied in the manner provided in this Resolution, the Local Option Tax Receipts shall be deposited as collected in a fund to be known as the Local Option Sales and Services Tax Revenue Fund (the "Revenue Fund") and shall be allocated and applied as follows:

- (a) Sinking Fund. There is hereby established and shall be maintained within the Revenue Fund a special account from which interest and principal on the Bonds will be paid. The fund shall be known as the Local Option Sales and Services Tax Bond Principal and Interest Fund (the "Sinking Fund"). The Designated Project Portion of the Local Option Tax Receipts shall be deposited into the Sinking Fund until the amount on deposit therein shall be equal to the total interest and principal coming due on the Bonds and any other Parity Bonds or notes payable from the Local Option Tax Receipts during the fiscal year. Money in the Sinking Fund shall be pledged for and used solely for the purpose of paying the principal of and interest on the Bonds and any other Parity Bonds that are payable from the Designated Project Portion of the Local Option Tax Receipts, as the same shall become due and payable. The Sinking Fund shall be comprised of a separate account for each issue outstanding from time to time, and amounts within the Sinking Fund shall be allocated to each such account, pro-rata, in proportion to the annual principal and interest of each issue or series in the fiscal year. The proceeds of any tax levies made as provided in Section 2(b) of this Resolution also shall be deposited in the Sinking Fund as required.
- (b) Tax Levy Repayment Fund. There is hereby established a special account within the Revenue Fund to be known as the Local Option Property Tax Levy Replacement

Fund, into which any remaining Designated Project Portion of the Local Option Tax Receipts shall be deposited to the extent necessary to repay the Issuer for any funds advanced from property taxes levied in Section 2 of this Resolution, with such amounts to be applied to the reduction of property taxes as required by Section 423B.9(4) of the Code of Iowa.

- (c) Subordinate Obligations. The Designated Project Portion of the Local Option Tax receipts may thereafter be used to pay principal and interest of any obligations for which the Designated Project Portion of the Local Option Tax receipts have been pledged on a subordinate basis.
- (d) Surplus Revenues. The Designated Project Portion of the Local Option Tax Receipts thereafter may be used for any lawful purpose of the County as determined by the Board of Supervisors.

The provisions of this Section shall not be construed to require the Issuer to maintain separate bank accounts for the funds created by this Section; except the Sinking Fund and Tax Levy Replacement Fund shall be maintained as separate accounts but may be invested in conjunction with other funds of the Issuer but designated as a trust fund on the books and records of the Issuer.

Section 16. Prior Lien and Parity Bonds. The Issuer will issue no other Bonds or obligations of any kind or nature payable from or enjoying a lien or claim on the Designated Project Portion of the Local Option Tax Receipts having priority over the Bonds or Parity Bonds.

Additional Bonds may be issued on a parity and equality of rank with the Bonds with respect to the lien and claim of such Additional Bonds to the Designated Project Portion of the Local Option Tax Receipts and the money on deposit in the funds adopted by this Resolution, for the following purposes and under the following conditions, but not otherwise:

(a) For the purpose of refunding any of the Bonds or Parity Bonds which shall have matured or which shall mature not later than three months after the date of delivery of such refunding Bonds and for the payment of which there shall be insufficient money in the Sinking Fund;

(b) For the purpose of refunding any Bonds, Parity Bonds or general obligation bonds outstanding, or undertaking additional projects allowable under the Designated Project Portion of the Local Option Tax Receipts if all of the following conditions shall have been met:

(i) before any such Additional Bonds ranking on a parity are issued, there will have been procured and filed with the County Auditor, a statement of an Independent Auditor, Independent Financial Consultant or a Consulting Engineer, not a regular employee of the Issuer, reciting the opinion based upon necessary investigations that the Designated Project Portion of the Local Option Tax Receipts for the preceding Fiscal Year (with adjustments as hereinafter provided) were equal to at least 1.00 times the maximum amount that will be required in any Fiscal Year prior to the longest maturity of any of the Bonds or Parity Bonds for both principal of and interest on all Bonds or Parity Bonds then outstanding which are payable from the Designated Project Portion of the Local Option Tax Receipts and the Additional Bonds then proposed to be issued.

(ii) the Additional Bonds must be payable as to principal and as to interest on the same month and day as the Bonds herein authorized.

(iii) for the purposes of this Section, principal and interest falling due on the first day of a Fiscal Year shall be deemed a requirement of the immediately preceding Fiscal Year.

(iv) for purposes of this Section, "preceding Fiscal Year" shall be the most recently completed Fiscal Year for which audited financial statements prepared by a certified public accountant are issued and available, but in no event a Fiscal Year which

ended more than eighteen months prior to the date of issuance of the Additional Bonds.

Section 17. Discharge and Satisfaction of Bonds. Subject to the provisions of Section 423B.9 of the Code of Iowa, which shall control in the event of any conflict herewith, the covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Bonds, in any one or more of the following ways:

(a) By paying the Bonds when the same shall become due and payable; and

(b) By depositing in trust with the County Treasurer or with a corporate trustee designated by the Governing Body for the payment of said obligations and irrevocably appropriated exclusively to that purpose an amount in cash or direct obligations of the United States the maturities and income of which shall be sufficient to retire at maturity, or by redemption prior to maturity on a designated date upon which said obligations may be redeemed, all of such obligations outstanding at the time, together with the interest thereon to maturity or to the designated redemption date, premiums thereon, if any that may be payable on the redemption of the same; provided that proper notice of redemption of all such obligations to be redeemed shall have been previously published or provisions shall have been made for such publication.

Upon such payment or deposit of money or securities, or both, in the amount and manner provided by this Section, all liability of the Issuer with respect to the Bonds shall cease, determine and be completely discharged, and the holders thereof shall be entitled only to payment out of the money or securities so deposited.

Section 18. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Bonds issued hereunder which will cause any of the Bonds to be classified as arbitrage bonds within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Bonds it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds. Without limiting the generality of the foregoing, the Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate in all respects and to execute and deliver the Tax Exemption Certificate at issuance of the Bonds to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 19. Closing Documents. The Chairperson and County Auditor are authorized and directed to execute, attest, seal and deliver for and on behalf of the County any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 20. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said County and the purchaser of the Bonds.

Section 21. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Bonds issued hereunder which will cause any of the Bonds to be classified as arbitrage bonds within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Bonds it will comply with the requirements of statutes and regulations issued thereunder. To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds.

Section 22. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of

the Bonds. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The County Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Bonds to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 23. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 24. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Bonds from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Bonds; (c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 25. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Bonds if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Bonds under applicable Federal law or regulations.

Section 26. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 27. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

Dated this 28th 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

**Becky Lenihan/Finance & Tax Officer –Discussion
and/or decision to approve and authorize Board to sign:**

**Resolution No. 106-2021 entitled: RESOLUTION FOR
TRANSFERS TO WEST SWCD/POTT CO STRUCTURES
FUND AND EAST SWCD/POTT CO STRUCTURES FUND.**

RESOLUTION NO. 106-2021

RESOLUTION FOR TRANSFERS TO WEST SWCD/POTT CO STRUCTURES FUND AND EAST SWCD/POTT CO STRUCTURES FUND.

WHEREAS, it is desired to transfer money from the Gaming Fund to West SWCD/Pott Co Structures Fund, and from the Gaming Fund to East SWCD/Pott Co Structures Fund; and

WHEREAS, said transfers are in accordance with Section 331.432, Code of Iowa.

NOW THEREFORE BE IT RESOLVED, that the Pottawattamie County Board of Supervisors authorizes the following transfers:

SECTION 1: The sum of \$15,000.00 is ordered to be transferred from the Gaming Fund to the West SWCD/Pott Co Structures Fund;

SECTION 2: The sum of \$10,000.00 is ordered to be transferred from the Gaming Fund to the East SWCD/Pott Co Structures Fund;

SECTION 3: The Auditor is directed to correct his/her book accordingly and to notify the Treasurer of these operating transfers.

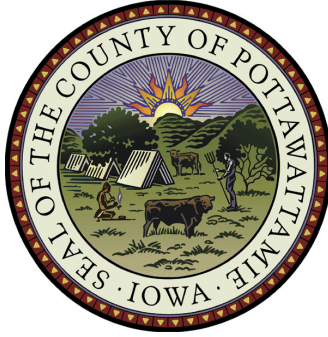
Dated this 28th Day of September, 2021.

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: _____
Melvyn Houser, County Auditor

MELVYN HOUSER
POTTAWATTAMIE COUNTY AUDITOR
AND ELECTION COMMISSIONER
227 S. 6th St, Room 243
P. O. BOX 649
COUNCIL BLUFFS, IOWA 51502-0649



Kristi Everett, First Deputy – Elections
Linda Swolley, First Deputy - Real Estate
Kristy Hassay, Second Deputy – Real Estate
Becky Lenihan, Finance & Tax Officer
Phone (712) 328-5700
FAX (712) 328-4740

September 28, 2021

To: Heather Ausdemore

RE: Transfer from Gaming Fund (0003) to West SWCD/Pott Co Structures Fund (0046)

RE: Transfer from Gaming Fund (0003) to East SWCD/Pott Co Structures Fund (0047)

As per board authorization of September 28, 2021, please transfer funds as follows:

\$15,000	FROM	0003-99-0300-000-81400-000	(Gaming Fund)
\$15,000	TO	0046-0-99-0300-904000-000	(West SWCD/Pott Co Structures Fund)

And

\$10,000	FROM	0003-99-0300-000-81400-000	(Gaming Fund)
\$10,000	TO	0047-0-99-0300-904000-000	(East SWCD/Pott Co Structures Fund)

Attached is a copy of authorization from the Pottawattamie County Board of Supervisors.

Thank-you

Received/Filed

Office of № 042053
Pottawattamie County Treasurer

9/17/21 for August 2021
 Date

Received from Pottawattamie County
Sheriffs Office

Payor Pottawattamie County Sheriffs
Office

Amount Seventy six Thousand Seven Hundred
Eighty Nine Dollars & 81/100 \$ 76,789.81

Account to be credited See below

Descriptions of funds See below

Received by PA

Date received 9-17-21 OK'S

August 1, 2021		
Pottawattamie County Sheriffs Office		
Total	Description	Line Item
\$0.00	Bank Interest	0001-4-05-1060-600000-000
\$3,350.00	Weapon Permits	0001-1-05-1060-441000-000
\$73,439.81	Civil Fees	0001-1-05-1060-440000-000
\$0.00	Outstanding Checks	0001-1-05-1060-820000-000
\$76,789.81	Total Deposit	
	\$46,298.27	total check #220963
	\$30,491.54	total check #220964
	\$76,789.81	total deposit

Pottawattamie County Sheriff's Office

Report of Fees Collected for

08/02/2021 - 08/31/2021

I Andy Brown, Sheriff of Pottawattamie County IA., do hereby certify that the following is a correct statement of fees collected by me in my office for the period 08/02/2021 - 08/31/2021.

Receipts:

Service Fees - Notary Fees; Copy Fees	51,564.75
Postage	5,108.92
Transport - Officer Expenses	8,208.26
Mileage Amount	5,531.88
Report Amount	160.00
County - Weapon Permit Amount	3,530.00
State - Weapon Permit Amount	860.00
Refunds; Publication; Sales; Com	243,104.84
Other - Subpoena	385.00
Unapplied	72.00
Total	318,525.65

The above information is respectfully submitted on 9/16/2021



Andy Brown
Pottawattamie County, IA

Pottawattamie County Sheriff's Office

Report of Fees Disbursed for

08/02/2021 - 08/31/2021

I Andy Brown, Sheriff of Pottawattamie County IA., do hereby certify that the following is a correct statement of fees disbursed by me from my office for the period 08/02/2021 - 08/31/2021.

Disbursements:

Paid to Others:

State - Weapon Permit Amount	800.00
Refunds; Publication; Sales; Com	208,317.57

Subtotal	209,117.57
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Paid to Treasurer:

Service Fees - Notary Fees; Copy Fees	53,682.02
Postage	5,346.65
Transport - Officer Expenses	8,208.26
Mileage Amount	5,622.88
Report Amount	160.00
County - Weapon Permit Amount	3,350.00
Other - Subpoena	420.00

Subtotal	76,789.81
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Total	285,907.38
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The above information is respectfully submitted on 9/16/2021



Andy Brown
Pottawattamie County, IA

SEP 15 2021

PETITION FOR SECONDARY ROAD ASSESSMENT

LEISURE AVENUE

We the undersigned, being more than 50% of the owners of the land within the proposed district, the description of which follows, petition the Pottawattamie County Board of Supervisors as follows:

- I. That the Board accept this petition for formation of a Secondary Road Assessment District under the provisions of Chapter 311.6 of the Code of Iowa.
- II. That said Road included in this district is as follows:
 1. A County Road commonly referred to as "Leisure Avenue" located in Section 18 of Crescent Township, starting at Lookout Lane and continuing southeasterly approximately 1546 feet (0.29 miles) to Chalet Lane in Section 18 of Hazel Dell Township.
- III. That said road be improved by asphalt stabilization of a compacted base, tack coat and seal coat surfacing, as well as, Intersection widening at Lookout Lane.
- IV. That there be a 80% assessment to the property owners for the estimated cost of this work above and beyond that of maintaining the existing granular surfaced road. Said costs are outlined in the Engineer's report dated August 30, 2021.
- V. That the lands included in the district are all residents either adjacent to Leisure Avenue or which have access to Leisure Avenue by means of a private road.
- VI. That costs are to be divided equally between the Seven (7) Petitioner property parcels.
- VII. Petitioners recognize that delays may occur because of weather, equipment availability, contractor availability, material availability, etc. Petitions must be approved the October 1st prior to the year of construction; construction before that may occur if possible.
- VIII. Petitioners also recognize that their cost is estimated to be a declining payment of \$1031 the first year down to \$729 in the tenth year.
- IX. The method of apportionment to property owners is described as follows: Each resident is assessed \$6,979. Annual payments will be \$698 plus interest.

WHEREFORE, we the undersigned residents along Leisure Avenue in Pottawattamie County, Iowa, petition the Board for establishment at the earliest possible date as authorized by law a Secondary Road Assessment district as described.

Leisure Lane Secondary Road Assessment Petition
Lookout Lane to Chalet Lane

PETITIONER	OWNER	SIGNATURE	DATE	TAX PIN	TAX ADDRESS	TAX DESCRIPTION
1	BAUER, JOEY D A			764318300010	18364 LEISURE AVE, HONEY CREEK, IA 51542	HAZEL DELL TWP 18-76-43 SLY605' E360' SW SW
- 2	CATE, JOHN M-DAWN ELIZABETH	John M Cate Dawn Elizabeth Cate		764319100005	24800 CHALET LN, HONEY CREEK, IA 51542	HAZEL DELL TWP 19-76-43 AUD SUB W1/2 & W60' NW LT 5 EXC SLY15 AC
-	CATE, JOHN M-DAWN ELIZABETH 402 943 7685	John M Cate Dawn Elizabeth Cate		764319100009	24800 CHALET LN, HONEY CREEK, IA 51542	HAZEL DELL TWP 19-76-43 AUD SUB W1/2 & W60' E1/2 NW SLY 15 AC LT 5
- 3	LAKE, DONNA D Wilson, Dave 402 981 0805	Donna Lake David Lake		764319100001	24992 CHALET LN, HONEY CREEK, IA 51542	HAZEL DELL TWP 19-76-43 AUD SUB W1/2 & W60' E1/2 NW LT 1
- 4	MILLER, JASON M XXXXXXXXXX 702-371 0567	Jason Miller		764319100004	24876 CHALET LN, HONEY CREEK, IA 51542	HAZEL DELL TWP 19-76-43 AUD SUB W1/2 & W60' NW LT 4
- 5	MORAN BEEF INC	Frank Moran		764318300011	25843 OLD LINCOLN HWY, HONEY CREEK, IA 51542	HAZEL DELL TWP 18-76-43 E1/2 SW
- 6	RICHARDSON, KENNY W- CONNIE D 712 545 3204	Kenny W Richardson Connie Richardson		764319100003	24902 CHALET LN, HONEY CREEK, IA 51542-4164	HAZEL DELL TWP 19-76-43 AUD SUB W1/2 & W60' E1/2 NW LT 3
- 7	SMITH, MATTHEW R H Smith, Heather Jensen Smith 402-990 2235	Matthew R Smith Heather Jensen Smith		764319100002	24948 CHALET LN, HONEY CREEK, IA 51542	HAZEL DELL TWP 19-76-43 AUD SUB W1/2 & W60' E1/2 NW LT 2

LEISURE AVENUE ASPHALT TREATED BASE WITH DOUBLE SEAL COAT
Engineer's Estimated Improvement Cost
 Lookout Lane to Chalet Lane

Improved Length	1,546	Feet
Improved Width	24	Feet
Improved Area	4,123	Square Yards
Base Stabilization Unit Cost	\$12.01	Square Yard
Double Seal Coat Cost	\$4.40	Square Yard
Total Improvement Cost	\$67,653	
County Participation (20%)	\$13,531	
Gravel Maintenance Cost Savings (10 Year)	\$5,270	
Petitioner's Cost (80%)	\$48,852	
Total Cost per Parcel (7)	\$6,979	
Interest	4.50%	

Special Assessment Tax Schedule:

Year	Principle	Interest	Balance	Annual Payment
0			\$6,979	
1	\$698	\$314	\$6,281	\$1,012
2	\$698	\$283	\$5,583	\$981
3	\$698	\$251	\$4,885	\$949
4	\$698	\$220	\$4,187	\$918
5	\$698	\$188	\$3,489	\$886
6	\$698	\$157	\$2,792	\$855
7	\$698	\$126	\$2,094	\$824
8	\$698	\$94	\$1,396	\$792
9	\$698	\$63	\$698	\$761
10	\$698	\$31	\$0	\$729

Assumptions and reference:

- 2019 Iowa Code 311, Special Assessment Districts
- Future cost of 10 years of gravel maintenance credited to base stabilization.
- Interest Rate: www.iowatreasurer.gov/for-businesses/public-funds-rates
- Traffic count of 200 VPD as provided by 2016 Iowa DOT Traffic Count.
- No zoned businesses on Leisure Avenue

John A. Rasmussen, Pottawattamie County Engineer
 30-Aug-21

Master

SEP 15 2021

PETITION FOR SECONDARY ROAD ASSESSMENT
LEISURE AVENUE

We the undersigned, being more than 50% of the owners of the land within the proposed district, the description of which follows, petition the Pottawattamie County Board of Supervisors as follows:

- I. That the Board accept this petition for formation of a Secondary Road Assessment District under the provisions of Chapter 311.6 of the Code of Iowa.
- II. That said Road included in this district is as follows:
 1. A County Road commonly referred to as "Leisure Avenue" located in Section 13 of Crescent Township, starting at Old Lincoln Highway and continuing southeasterly approximately 2,760 feet (0.52 miles) to Lookout Lane in Section 18 of Hazel Dell Township.
- III. That said road be improved by asphalt stabilization of a compacted base, tack coat and seal coat surfacing, as well as, Intersection widening at Lookout Lane.
- IV. That there be a 80% assessment to the property owners for the estimated cost of this work above and beyond that of maintaining the existing granular surfaced road. Said costs are outlined in the Engineer's report dated August 20, 2021.
- V. That the lands included in the district are all residents either adjacent to Leisure Avenue or which have access to Leisure Avenue by means of a private road.
- VI. That costs are to be divided equally between the Seventeen (18) Petitioner property parcels.
- VII. Petitioners recognize that delays may occur because of weather, equipment availability, contractor availability, material availability, etc. Petitions must be approved the October 1st prior to the year of construction; construction before that may occur if possible.
- VIII. Petitioners also recognize that their cost is estimated to be a declining payment of \$731 the first year down to \$534 in the tenth year.
- IX. The method of apportionment to property owners is described as follows: Each resident is assessed 5,112. Annual payments will be \$511 plus interest.

WHEREFORE, we the undersigned residents along Leisure Avenue in Pottawattamie County, Iowa, petition the Board for establishment at the earliest possible date as authorized by law a Secondary Road Assessment district as described.

**LEISURE AVENUE ASPHALT TREATED BASE WITH DOUBLE SEAL COAT
Engineer's Estimated Improvement Cost**

Improved Length	2,760	Feet
Improved Width	24	Feet
Improved Area	7,360	Square Yards
Base Stabilization Unit Cost	\$12.01	Square Yard
Double Seal Coat Cost	\$4.40	Square Yard
Lookout Lane Intersection Improvements	\$6,011.00	Lump Sum
Total Improvement Cost	\$126,789	
County Participation (20%)	\$25,358	
Gravel Maintenance Cost Savings (10 Year)	\$9,409	
Petitioner's Cost (80%)	\$92,022	
Total Cost per Parcel (18)	\$5,112	
Interest	4.50%	

Special Assessment Tax Schedule:

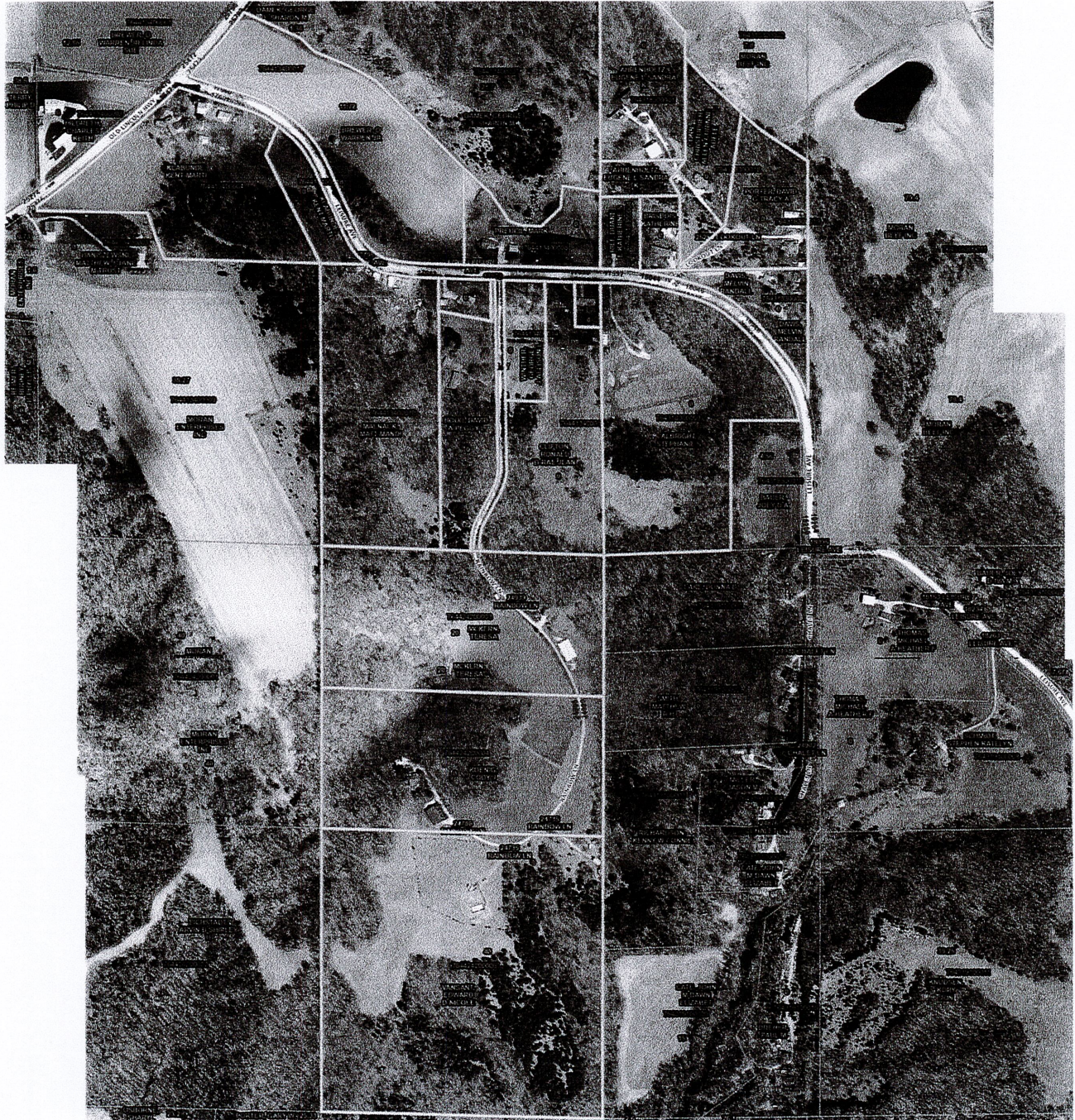
Year	Principle	Interest	Balance	Annual Payment
0			\$5,112	
1	\$511	\$230	\$4,601	\$741
2	\$511	\$207	\$4,090	\$718
3	\$511	\$184	\$3,579	\$695
4	\$511	\$161	\$3,067	\$672
5	\$511	\$138	\$2,556	\$649
6	\$511	\$115	\$2,045	\$626
7	\$511	\$92	\$1,534	\$603
8	\$511	\$69	\$1,022	\$580
9	\$511	\$46	\$511	\$557
10	\$511	\$23	\$0	\$534

Assumptions and reference:


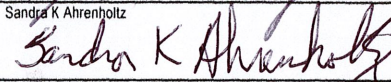

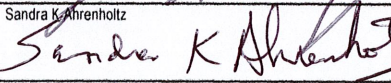
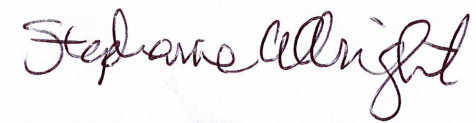
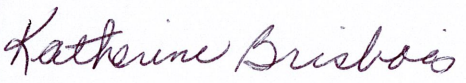

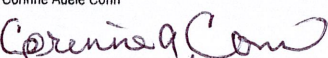
- 2019 Iowa Code 311, Special Assessment Districts
- Future cost of 10 years of gravel maintenance credited to base stabilization.
- Interest Rate: www.iowatreasurer.gov/for-businesses/public-funds-rates
- Traffic count of 200 VPD as provided by 2016 Iowa DOT Traffic Count.
- No zoned businesses on Leisure Avenue

John A. Rasmussen, Pottawattamie County Engineer
20-Aug-21

Leisure Lane Special Assessment District




Leisure Lane Secondary Road Assessment Petition

FIIONER	OWNER	SIGNATURE	DATE	TAX PIN	TAX ADDRESS	TAX DESCRIPTION
1	AHRENHOLTZ, EUGENE L- SANDRA K	Eugene L Ahrenholtz 	9-11-21	764318300001	25250 LOOKOUT LN, HONEY CREEK, IA 51542	HAZEL DELL TWP 18-76-43 PT NW SW COMM NW COR NW SW TH S800' E400' N600' NWLY275' W217' TO POB
		Sandra K Ahrenholtz 	9-11-21			
	AHRENHOLTZ, EUGENE L- SANDRA K	Eugene L Ahrenholtz 	9-11-21	764318300012	25250 LOOKOUT LN, HONEY CREEK, IA 51542	HAZEL DELL TWP 18-76-43 PT NW SW COMM 799.87'S OF NW COR NW SW TH E400' SW113.12' SE87.09' W375.12' N167.05' TO POB (PARCEL B)
		Sandra K Ahrenholtz 	9-11-21			
2	ALBRIGHT, STEPHANIE S		9/12/21	764318300009	18005 LEISURE AVE, HONEY CREEK, IA 51542	HAZEL DELL TWP 18-76-43 SW SW SWLY OF RD EXC E360' S605'
3	BREWER, O WARREN JR			764413400017	PO BOX 38, CRESCENT, IA 51526	CRESCENT TWP 13-76-44 PT N1/2 SE LYING SE OF OLD LINCOLN HWY SW OF RIDGE & NE OF LEISURE AVE EXCELY636.6'
4	BRISBOIS, KATHERINE		9/14/21	764318300005	25242 LOOKOUT LN, HONEY CREEK, IA 51542	HAZEL DELL TWP 18-76-43 E187' W375' S348' NW SW
5	CLIFTON, RONALD D-RAE JEAN	Ronald D Clifton		764413400016	17987 LEISURE AVE, HONEY CREEK, IA 51542-4283	CRESCENT TWP 13-76-44 SE SE E OF DRIVE EXC COMM 259.69' W OF NE COR TH S608.86' W194.45' TO E LINE OFDRIVE N608.86'E194.45' TO POB & EXCS208' N241' E120'
		Rae Jean Clifton				
	CLIFTON, RONALD D-RAE JEAN	Ronald D Clifton		764413400015	17987 LEISURE AVE, HONEY CREEK, IA 51542	CRESCENT TWP 13-76-44 120' X 208' NE COR SE SE
		Rae Jean Clifton				
6	CONN, CHRISTOPHER ALLEN-CORINNE ADELE	Christopher Allen Conn 	9-11-21	764318300018	25246 LOOKOUT LN, HONEY CREEK, IA 51542	HAZEL DELL TWP 18-76-43 PT NW SW COMM 375.11'E & 23'N OF SW COR NW SW TH NE325.32' NW87.09' NE113.12' N485.05' SE170.04' SE203.83' SW524.13' SW280.06' TO POB (PARCEL E)
		Corinne Adele Conn 	9-11-21			

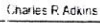

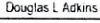
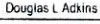
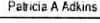


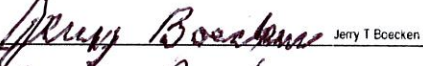

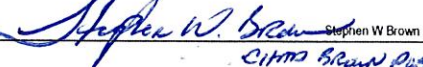

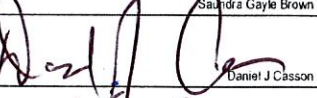
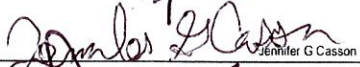

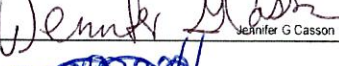
Leisure Lane Secondary Road Assessment Petition

TIONER	OWNER	SIGNATURE	DATE	TAX PIN	TAX ADDRESS	TAX DESCRIPTION
7	DAVIS, MELVIN RANDALL	<i>Melvin R Davis</i>	9-11-21	764318300008	25241 LOOKOUT LN, HONEY CREEK, IA 51542	HAZEL DELL TWP 18-76-43 PT SW SW COMM NW COR TH E962.8 S769.01' NW ALONG C/L RD TO W LINEN16.08' TO POB
8	HOOD, DAVID A-PEGGY L	David A Hood <i>David A Hood</i>	9-11-21	764413400012	17873 LEISURE AVE, HONEY CREEK, IA 51542	CRESCENT TWP 13-76-44 COMM 627.23'W SE COR SE SE W140' N1131' ELY253' N225' E20' SLY ALONG W LINE OFPRIVATE RD TO POB
		Peggy L Hood <i>Peggy L Hood</i>	9-11-21			
9	KADING, DARRELL W- SHIRLEY A TRUST	Darrell W Kading <i>Darrell W Kading</i>	9-11-21	764413400011	17859 LEISURE AVE, HONEY CREEK, IA 51542	CRESCENT TWP 13-76-44 N225.46' WLY253.7' E767.33' SE SE
		Shirley A Kading <i>Shirley A Kading</i>	9-11-21			
10	KLABUNDE, KENT-MARTI	Kent Klabunde <i>Kent Klabunde</i>	9-15-21	764413400018	17621 LEISURE AVE, HONEY CREEK, IA 51542	CRESCENT TWP 13-76-44 PT N1/2 SE COMM SE COR NW SE TH NW567.6' NE183.9' TO C/L LEISURE AVESELY853.65' W291.71'TO POB (PARCEL B)
		Marti Klabunde <i>M Klabunde</i>	9-15-21			
	KLABUNDE, KENT-MARTI	Kent Klabunde <i>Kent Klabunde</i>	9-15-21	764413400004	17621 LEISURE AVE, HONEY CREEK, IA 51542	CRESCENT TWP 13-76-44 PT NW SE COMM SE COR TH W732.92' NW227.02' W512.79' N21.44' NELY ALONG ELY HWYROW 895.14' SE491.77' SWLY204.6'SELY567.6' TO POB (PARCELS A, E, G & I)
		Marti Klabunde <i>M Klabunde</i>	9-15-21			
11	KOENIG, CODY J			764424200004	24788 RAINBOW LN, HONEY CREEK, IA 51542	CRESCENT TWP 24-76-44 S1/2 NE NE
12	MALNACK, MATT-MANDI	Matt Malnack <i>Matt Malnack</i>	9/12/21	764413400010	17795 LEISURE AVE, HONEY CREEK, IA 51542	CRESCENT TWP 13-76-44 W555.54' SE SE
		Mandi Malnack <i>Mandi Malnack</i>	9/12/21			
13	MCKERN, TERESA J			764424200003	24939 RAINBOW LN, HONEY CREEK, IA 51542	CRESCENT TWP 24-76-44 N1/2 NE NE



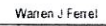
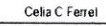





Leisure Lane Secondary Road Assessment Petition

TIONER	OWNER	SIGNATURE	DATE	TAX PIN	TAX ADDRESS	TAX DESCRIPTION
14	PORTER, DAVID G-TRACY A	David G Porter		764318300019	25245 LOOKOUT LN, HONEY CREEK, IA 51542	HAZEL DELL TWP 18-76-43 PT NW SW COMM 375.11'E SW COR NW SW NE587.54' N485.43' NW275.49' NW103.81' SW524.13' SW280.06' S23' TO POB (PARCEL F)
		Tracy A Porter				
15	PREUCIL, MARK		9/14/21	764413400008	17902 LEISURE AVE, HONEY CREEK, IA 51542	CRESCENT TWP 13-76-44 PT NE SE COMM 936'S NE COR TH NW178.85' SW227.9' NWLY484.86' SLY TO S LINE E636.6'TO SE COR N TO POB
16	RIEF, DUANE E-KATHERINE S	Duane E Rief	9-11-21	764318300004	18022 LEISURE AVE, HONEY CREEK, IA 51542	HAZEL DELL TWP 18-76-43 W188' S348' NW SW
		Katherine S Rief				
17	VANSANT, EDWARD D- NICOLE	Edward D Vansant		764424200005	24735 RAINBOW LN, HONEY CREEK, IA 51542	CRESCENT TWP 24-76-44 SE NE
		Nicole Vansant				
18	WINTHER, GEORGE J- ALLISON L	George J Winther	9-13-21	764413400014	25247 RAINBOW LN, HONEY CREEK, IA 51542	CRESCENT TWP 13-76-44 PT SE SE E OF DRIVE COMM 259.69'W NE COR TH S608.86' W194.45' TO E LINE OF DRIVE N608.86' E194.45' TO POB
		Allison L Winther <i>deceased</i>				

HONEYSUCKLE ROAD SECONDARY ROAD ASSESSMENT PETITION

PETITIONER	OWNER	SIGNATURES	ADDRESS	PIN	PROPERTY DESCRIPTION
X	ADKINS, CHARLES R-CAROL R	 Charles R. Adkins	18606 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	754306400007	LAKE TWP 6-75-43 S554.78' OF W208 71' E1/2 SW SE
		 Carol R. Adkins			
X	ADKINS, DOUGLAS L	 Douglas L. Adkins	18763 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	754307200002	LAKE TWP 7-75-43 NW NE NE EXC E190' N170'
X	ADKINS, DOUGLAS L-PATRICIA A	 Douglas L. Adkins	18847 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	754307200005	LAKE TWP 7-75-43 S1/2 NE NE
		 Patricia A. Adkins			
	ADKINS, DOUGLAS R-JENNIFER L	 Douglas R. Adkins	18861 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	754307200004	LAKE TWP 7-75-43 NE NE NE
		 Jennifer L. Adkins			
✓	BOECKEN, JERRY T-MARLENE V	 Jerry T. Boecken	18599 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	754307200001	LAKE TWP 7-75-43 NW NE
		 Marlene V. Boecken			
	BROWN, STEPHEN W-SAUDRA GAYLE	 Stephen W. Brown	22080 MUDHOLLOW RD, COUNCIL BLUFFS, IA 51503	754306400008	LAKE TWP 6-75-43 PT S1/2 SE COMM SE COR TH W1763.68' N600.99' E1441.12' SE566.83' S116' TO POB
		 Sandra Gayle Brown			
	CASSON, DANIEL J-JENNIFER G	 Daniel J. Casson	21291 LAKE HILL LN, COUNCIL BLUFFS, IA 51503	754305300005	GARNER TWP 5-75-43 PT SW1/4 COMM SW COR TH N1007.92' NE305.63' SE1088.14' SW557' W552.48' TO POB(PARCEL B)
		 Jennifer G. Casson			
	CASSON, DANIEL J-JENNIFER G	 Daniel J. Casson	21291 LAKE HILL LN, COUNCIL BLUFFS, IA 51503	754305300004	GARNER TWP 5-75-43 PT SW1/4 COMM 1007.92' N & 305.63' NE SW COR TH ELY324.63' NLY230' SE927.11' SLY155'SW640.77' NW1088.14' TO POB (PARCEL C)
		 Jennifer G. Casson			

HONEYSUCKLE ROAD SECONDARY ROAD ASSESSMENT PETITION





PETITIONER	OWNER	SIGNATURES	ADDRESS	PIN	PROPERTY DESCRIPTION
7	DECKER, DUANE C-SHERRY L	 Duane C Decker	18860 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	754306400006	LAKE TWP 6-75-43 PT SE1/4 COMM 1149 3'W & 238.77'S OF E1/4 COR TH SLY833 29 SE278 18' E45 22'SE853 23' W1441.12'S71 21' W208.71'N793 16' E821.2' N1075.77' TO POB
		 Sherry L Decker			
8	FERREL WARREN J-CELIA C TRUST	 Warren J Ferrel	16107 LAFAYETTE AVE, OMAHA, NE 68118	754306400005	LAKE TWP 6-75-43 W1/2 SW SE
		 Celia C Ferrel			
9	GILLETT, RONALD C SR		18108 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	754306300004	LAKE TWP 6-75-43 SW SW
10	HANSEN TRUST		16117 CAPITAL AVE, OMAHA, NE 68118	754305300001	GARNER TWP 5-75-43 PT SW1/4 COMM 329.97'E NW COR TH E1270.02' S487.03' W896.88' NW674.38' TO POB(PARCEL F)
11	JAGER, AUSTIN L-JAMIE J	 Austin L Jager	18394 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	754306300009	LAKE TWP 6-75-43 PT SE SW COMM 737.50'N OF SE COR TH W330' S737.50' W326.78' N1300.03' E655.62' S562.67' OT POB (PARCEL B)
		 Jamie J Jager			
12	JOHNSON, ETTA M LIFE ESTATE		5703 MERLIN LN, COUNCIL BLUFFS, IA 51501	754306300006	LAKE TWP 6-75-43 SW SE SW
13	KAIN, LYNN E-PHYLLIS L TRUST	 Lynn E Kain	20536 185TH ST, COUNCIL BLUFFS, IA 51503	754307100005	LAKE TWP-NORTHSIDE ESTATES LT 6 EXC HWY
		 Phyllis L Kain			
	KEALY, TIMOTHY E		18489 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	754307200006	LAKE TWP 7-75-43 SW NE

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222-9170
JAMES


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HONEYSUCKLE ROAD SECONDARY ROAD ASSESSMENT PETITION

PETITIONER	OWNER	SIGNATURES	ADDRESS	PIN	PROPERTY DESCRIPTION
14	KEALY, TIMOTHY E-NANCY J	Timothy E Kealy	18489 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	754307100009	LAKE TWP 7-75-43 PT NE NW COMM N1/4 COR S895.05' W203.32' N348.68' NELY305.70' N282.41' E60' TO POB
		Nancy J Kealy			
15	NEWMAN, TAMI D TRUST		18853 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	754307200003	LAKE TWP 7-75-43 E190' N170' NW NE NE
16	REID, RONALD E-JAMIE S	Ronald E Reid	1217 JENNINGS AVE, COUNCIL BLUFFS, IA 51503	754306400004	LAKE TWP 6-75-43 PT NE SE COMM NE COR TH S325' SW1349.5' W45.22' NW278.18' NLY1072.06' E1149.3 TO POB
		Jamie S Reid			
17	RYAN, TIMOTHY M		19253 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	754308100015	GARNER TWP 8-75-43 N1/2 NW NW EXC E300' N450'
18	RYBIN, JOSHUA		225 S 35TH ST, COUNCIL BLUFFS, IA 51501	754306400009	LAKE TWP 6-75-43 PT E1/2 SE COMM 116'N SE COR TH NW1420.06' W45.22' NE1349.54' S2192.57' TO POB
19	SCHLICKBERND, MICHAEL-JERI TRUST	 Michael Schlickbernd	21436 LAKE HILL LN, COUNCIL BLUFFS, IA 51503	754305300002	GARNER TWP 5-75-43 PT SW1/4 COMM NW COR TH E329.97' SE674.43' ELY896.88' SWLY412.23' WLY558.14' W474.02' SLY616.75' WLY324.63' SW305.63' N1617.64' TO POB (PARCEL E)
		 Jeri Schlickbernd			
20	SCHWARTE, GARY A-MAXINE M	Gary A Schwarte	18456 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	754306300011	LAKE TWP 6-75-43 PT SE SW COMM SE COR TH N737.50' W330' S737.50' E330' TO POB (PARCEL C)
		Maxine M Schwarte			
21	SEVEN K INC		18489 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	754307100007	LAKE TWP 7-75-43 W1/2 E1/2 NW

712322-5002

HONEYSUCKLE ROAD SECONDARY ROAD ASSESSMENT PETITION

PETITIONER	OWNER	SIGNATURES	ADDRESS	PIN	PROPERTY DESCRIPTION
	SEVEN K INC		18489 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	754307100008	LAKE TWP 7-75-43 E1/2 E1/2 NW EXC COMM N1/4 COR S895.05' W203.32' N348.68' NELY305.70' N282.41' E60' TO POB
22	STEFFES, MICHAEL A		21375 LAKE HILL LN, COUNCIL BLUFFS, IA 51503	754305300003	GARNER TWP 5-75-43 PT SW1/4 COMM NW COR SE SW TH S48.18' SW245.28' NW927.11' N98.81' NW287.94'E474.02' SE558.14'SLY482.64' TO POB(PARCEL D)