



Jasper County, Iowa Board of Supervisors

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Denny Stevenson

Doug Cupples

Brandon Talsma

January 17, 2023

9:30 a.m.

www.jasperia.org

Live Stream: <https://jasper.zoom.us/j/97712718501>

Meeting ID: 977 1271 8501

Dial In: +1-312-626-6799

Pledge of Allegiance

- Item 1 Urban Renewal Plan**
 - a) Resolution Determining the Necessity and Setting Dates of a Consultation and a Public Hearing on a Proposed Urban Renewal Plan for a Proposed Urban Renewal Area in Jasper County, State of Iowa
 - b) Resolution Authorizing the Establishment of an Iowa Reinvestment District for the Newton Legacy District
 - c) Section E – Certification and Release of Information
- Item 2 Building & Grounds – Adam Sparks**
 - a) County Parking Lot Policy
- Item 3 IT – Ryan Eaton**
 - a) Transition GIS Coordination and budgeting under Information Technology
- Item 4 Human Resources – Dennis Simon**
 - a) Hiring Resolution for Maintenance Custodian – Jennifer Bracy
- Item 5 Veteran Affairs – Alyssa Wilson**
 - a) Approve Quarterly Reports for 1st & 2nd Quarter 2022-2023
 - b) Part-Time Position Review
- Item 6 Engineer – Mike Frietsch**
 - a) Contract with Stahl Construction for CMAR for Secondary Roads Liberty Ave Yard Phase 1 Project
 - b) Proposal to Update the 2005 Jasper County Geodetic Control Network
- Item 7 Remaining ARPA Funds Allocation**
- Item 8 Approval of Claims paid through 01/17/2023**
- Item 9 Approval of Board of Supervisors Minutes for January 10, 2023**
- Item 10 Approval of Fifth Judicial District Annual Report for FY2022**
- Item 11 Board Appointments**

PUBLIC INPUT & COMMENTS

After Meeting – Secondary Roads GRAMS Work Session

ITEM TO INCLUDE ON AGENDA

JASPER COUNTY, IOWA

January 17, 2023

9:30 A.M.

Urban Renewal Plan

- Resolution determining the necessity and setting dates of a consultation and a public hearing on a proposed Urban Renewal Plan for a proposed Urban Renewal Area in Jasper County, State of Iowa.

IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

NOTICE MUST BE GIVEN PURSUANT TO CHAPTER 21,
CODE OF IOWA, AND THE LOCAL RULES OF THE
COUNTY.

January 17, 2023

The Board of Supervisors of Jasper County, State of Iowa, met in _____ session, in the Supervisors Room, County Courthouse, 101 1st Street N, Newton, Iowa, at 9:30 A.M., on the above date. There were present Chairperson _____, in the chair, and the following named Board Members:

Absent: _____

Vacant: _____

* * * * *

Board Member _____ then introduced the following proposed Resolution entitled "RESOLUTION DETERMINING THE NECESSITY AND SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED URBAN RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL AREA IN JASPER COUNTY, STATE OF IOWA", and moved that the same be adopted. Board Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Chairperson declared the Resolution duly adopted as follows:

RESOLUTION NO. _____

RESOLUTION DETERMINING THE NECESSITY AND SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED URBAN RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL AREA IN JASPER COUNTY, STATE OF IOWA

WHEREAS, it is hereby found and determined that one or more blighted and economic redevelopment areas, as defined in Chapter 403, Code of Iowa, exist within the County and the rehabilitation, conservation, redevelopment, development, or combination thereof, of the area is necessary in the interest of the public health, safety, or welfare of the residents of the County; and

WHEREAS, this Board has caused there to be prepared a proposed Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Legacy Plaza Urban Renewal Area ("Area" or "Urban Renewal Area"), which proposed Plan is attached hereto as Exhibit 1 and which is incorporated herein by reference; and

WHEREAS, the purpose of the Plan is to form the Legacy Plaza Urban Renewal Area suitable for blight remediation and economic redevelopment activities and to include a list of proposed projects to be undertaken within the Urban Renewal Area, and a copy of the Plan has been placed on file for public inspection in the office of the County Auditor; and

WHEREAS, the property proposed to be included in the Urban Renewal Area is legally described in the Plan and this Board has reasonable cause to believe that the Area described in the Plan satisfies the eligibility criteria for designation as an urban renewal area under Iowa law and; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan; and

WHEREAS, the land proposed to be included in the Area contains property within the City of Newton, Iowa, and the County and City will execute the Joint Agreement attached to the Plan as Exhibit C to allow the County to operate within the Area, subject to certain terms and conditions set forth in the Joint Agreement; and

WHEREAS, the Iowa statutes require the Board of Supervisors to submit the proposed Urban Renewal Plan to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for development of the County as a whole prior to Board approval of such Plan, and further provides that the Planning and Zoning Commission shall submit its written recommendations thereon to this Board within thirty (30) days of its receipt of such proposed Urban Renewal Plan; and

WHEREAS, the Iowa statutes require the Board of Supervisors to notify all affected taxing entities of the consideration being given to the proposed Urban Renewal Plan and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof,

to which the County shall submit written responses as provided in Section 403.5, Code of Iowa, as amended; and

WHEREAS, the Iowa statutes further require the Board of Supervisors to hold a public hearing on the proposed Urban Renewal Plan subsequent to notice thereof by publication in a newspaper having general circulation within the County, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Plan and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Urban Renewal Plan required by Section 403.5(2), Code of Iowa, as amended, shall be held on January 23, 2023, in the Large Conference Room, County Admin Building, 315 West 3rd Street North, Newton, Iowa, at 1:30 P.M., and the Director of Jasper County Economic Development, or his delegate, is hereby appointed to serve as the designated representative of the County for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2), Code of Iowa.

Section 2. That the County Auditor is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, along with a copy of this Resolution and the proposed Urban Renewal Plan, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN
JASPER COUNTY, STATE OF IOWA AND ALL AFFECTED
TAXING ENTITIES CONCERNING THE PROPOSED URBAN
RENEWAL PLAN FOR JASPER COUNTY, STATE OF IOWA

Jasper County, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 1:30 P.M. on January 23, 2023, in the Large Conference Room, County Admin Building, 315 West 3rd Street North, Newton, Iowa concerning a proposed Urban Renewal Plan for a proposed Legacy Plaza Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the proposed Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the proposed Urban Renewal Area, and the duration of any bond issuance included in the Plan.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Director of Jasper County Economic Development, or his delegate, as the designated representative of Jasper County, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the Board of Supervisors of Jasper County, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this _____ day of _____, 2023.

County Auditor, Jasper County, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Urban Renewal Plan before the Board of Supervisors at its meeting which commences at 9:30 A.M. on February 7, 2023, in the Supervisors Room, County Courthouse, 101 1st Street N, Newton, Iowa.

Section 4. That the County Auditor is authorized and directed to publish notice of this public hearing in the Newton Daily News, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL
OF A PROPOSED URBAN RENEWAL PLAN FOR A
PROPOSED URBAN RENEWAL AREA IN JASPER COUNTY,
STATE OF IOWA

The Board of Supervisors of Jasper County, State of Iowa, will hold a public hearing before itself at its meeting which commences at 9:30 A.M. on February 7, 2023 in the Supervisors Room, County Courthouse, 101 1st Street N, Newton, Iowa, to consider adoption of a proposed Urban Renewal Plan (the "Plan") concerning a proposed Urban Renewal Area in Jasper County, State of Iowa.

The Legacy Plaza Urban Renewal Area is proposed to contain the land legally described as follows:

DEVELOPMENT BOUNDARY LOCATED ENTIRELY WITHIN LOT 3 OF SYNERGY ADDITION, CITY OF NEWTON, JASPER COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "A" AND RECORDED IN INSTRUMENT NO. 2010-00002900 IN THE OFFICE OF THE RECORDER, JASPER COUNTY, IOWA, SAID POINT ALSO BEING A SOUTHWESTERLY CORNER LOT 3 OF SYNERGY ADDITION AND RECORDED IN INSTRUMENT NO. 2007-00000939 IN THE OFFICE OF THE RECORDER, CITY OF NEWTON, JASPER COUNTY, IOWA; THENCE, N0°26'16"W 24.96' ALONG A EAST LINE OF SAID PARCEL "A" TO THE POINT OF BEGINNING; THENCE, CONTINUING N0°26'16"W 74.04' ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE, S89°16'12"W 8.41' ALONG THE NORTH LINE OF SAID PARCEL "A"; THENCE, N0°12'40"W 133.18'; THENCE, NORTHEASTERLY 46.43' ALONG THE ARC OF A 42.61' RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A CHORD BEARING OF N31°00'17"W AND A CHORD DISTANCE OF 44.17'; THENCE, N64°19'56"W 41.57'; THENCE, N66°41'11"W 38.34'; THENCE, N52°33'20"W 26.16'; THENCE, S60°21'34"W 116.37'; THENCE, N30°22'22"W 15.35'; THENCE, NORTHWESTERLY 7.39' ALONG THE ARC OF A 5.00' RADIUS CURVE, CONCAVE SOUTHWESTERLY AND HAVING A CHORD BEARING OF N72°42'43"W AND A CHORD DISTANCE OF 6.74'; THENCE, WESTERLY 75.56' ALONG THE ARC OF A 86.71' RADIUS CURVE, CONCAVE NORTHERLY AND HAVING A CHORD BEARING OF N 88°42'09"W AND A CHORD DISTANCE OF 73.19' TO THE NORTHERLY LINE OF SAID LOT 3; THENCE, NORTHEASTERLY 32.12' ALONG THE ARC OF A 2844.82' RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A CHORD BEARING OF N54°32'26"E AND A CHORD DISTANCE OF 32.12', ALONG THE NORTHERLY LINE OF SAID LOT 3; THENCE, NORTHEASTERLY 52.46' ALONG THE ARC OF A 50.12' RADIUS CURVE, CONCAVE

NORTHWESTERLY AND HAVING A CHORD BEARING OF N77°39'39"E AND A CHORD DISTANCE OF 50.09'; THENCE, NORTHERLY 6.66' ALONG THE ARC OF A 5.00' RADIUS CURVE, CONCAVE WESTERLY AND HAVING A CHORD BEARING OF N9°27'48"E AND A CHORD DISTANCE OF 6.18'; THENCE, N28°42'58"W 11.63'; THENCE, N55°14'48"E 28.10'; THENCE N60°02'31"E 96.48'; THENCE, N59°50'55"E 108.39'; THENCE, N59°46'03"E 124.41'; THENCE, N60°04'29"E 66.76'; THENCE, S28°08'21"E 20.11'; THENCE, N60°06'49"E 60.70'; THENCE, S30°32'25"E 178.03'; THENCE, S0°24'47"E 273.82'; THENCE, S89°35'13"W 12.58'; THENCE, S0°12'46"E 119.92'; THENCE, S89°16'18"W 309.88' TO THE POINT OF BEGINNING, CONTAINING 3.90 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

A copy of the Plan is on file for public inspection in the office of the County Auditor, Courthouse, Newton, Iowa.

Jasper County, State of Iowa is the local public agency which, if such Plan is approved, shall undertake the urban renewal activities described in such Plan.

The general scope of the urban renewal activities under consideration in the Plan is to rehabilitate, conserve and redevelop land, buildings and other improvements within such area through the elimination and containment of conditions of blight so as to improve the community through the establishment of effective land use controls, through use of an effective program of rehabilitation of existing buildings and elimination of those structures which cannot be economically rehabilitated, with a limited amount of acquisition, clearance, resale and improvement of land for various purposes specified in the Plan. To accomplish the objectives of the Plan, and to encourage the further blight remediation and economic redevelopment of the Urban Renewal Area, the Plan provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The County also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The County also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Plan provides that the County may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the County. The Plan initially proposes no specific public infrastructure or site improvements to be undertaken by the County, and provides that the Plan may be amended from time to time.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the Board of Supervisors of Jasper County, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this _____ day of _____, 2023.

County Auditor, Jasper County, State of Iowa

(End of Notice)

Section 5. That the proposed Urban Renewal Plan, attached hereto as Exhibit 1, for the proposed Urban Renewal Area described therein is hereby officially declared to be the proposed Urban Renewal Plan referred to in the notices for purposes of such consultation and hearing and that a copy of the Plan shall be placed on file in the office of the County Auditor.

Section 6. That the proposed Urban Renewal Plan be submitted to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for the development of the County as a whole, with such recommendation to be submitted in writing to this Board within thirty (30) days of the date hereof.

PASSED AND APPROVED this 17th day of January, 2023.

Chairperson, Board of Supervisors

ATTEST:

County Auditor

Label the Plan as Exhibit 1 (with all exhibits) and attach it to this Resolution.

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF JASPER)

I, the undersigned County Auditor of Jasper County, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the County showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective county offices as indicated therein, that no Board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the County or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Board hereto affixed this _____ day of _____, 2023.

County Auditor, Jasper County, State of Iowa

(SEAL)

ATTACH THE PLAN LABELED AS
EXHIBIT 1 HERE

URBAN RENEWAL PLAN

for the

**LEGACY PLAZA
URBAN RENEWAL AREA**

JASPER COUNTY, IOWA

February 2023

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**Urban Renewal Plan
for the
Legacy Plaza Urban Renewal Area
Jasper County, Iowa**

A. INTRODUCTION

The Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Legacy Plaza Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials alleviate blighting conditions and influences and to incentivize economic redevelopment in the Urban Renewal Area within Jasper County, Iowa (the “County”). In order to achieve this objective, the County intends to undertake urban renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the *Code of Iowa*, as amended.

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The Urban Renewal Area is described in Exhibit “A” and illustrated in Exhibit “B.” The Urban Renewal Area has never previously been subject to the division of revenue under Iowa Code 403.19 as a residential project.

The County reserves the right to modify the boundaries of the Area at some future date.

C. AREA DESIGNATION

With the adoption of this Plan, the County designates this Urban Renewal Area as a blighted area that is suitable for blight remediation activities and as appropriate for economic redevelopment.

The Urban Renewal Area is being created in order to remediate blighting influences in the Area. For the purposes of urban renewal, Iowa Code Section 403.17(5) (2021) defines a “blighted area” as follows:

“Blighted area” means an area of a municipality within which the local governing body of the municipality determines that the presence of a substantial number of slum, deteriorated, or deteriorating structures; defective or inadequate street layout; faulty lot layout in relation to size, adequacy, accessibility, or usefulness; insanitary or unsafe conditions; deterioration of site or other improvements; diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land; defective or unusual conditions of title; or the existence of conditions which endanger life or property by fire and other causes; or any combination of these factors; substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, or welfare in its present condition and use. A disaster area referred to in section 403.5, subsection 7,

constitutes a “blighted area”. “Blighted area” does not include real property assessed as agricultural property for purposes of property taxation.

The Urban Renewal Area is comprised of three principal buildings (Buildings 1, 2, and 16) that are each over 100 years old. The buildings have been vacant or had sporadic occupancy for approximately 15 years since the Whirlpool Corporation (successor to Maytag) vacated the corporate campus in 2007. Building 50, also included in the proposed URA, is a newer structure with HVAC equipment that serves buildings 1, 2, and 16. The entire corporate campus remains a large, underutilized footprint in the Newton community. Less than 15% of the 482,000 usable square footage of the former headquarters is currently under lease. Current annual maintenance cost for the entire corporate campus which includes the Legacy Plaza Urban Renewal Area RA is in excess of \$850,000, and the current owner, Des Moines Area Community College, has stated it is unwilling to continue this investment. In August 2020 all of the buildings at Legacy Plaza sustained damage from a severe derecho storm. Total damages exceeded \$8 million with Building 2 sustaining the most damage with the collapse of the west wall and loss of roof. Based upon the County’s review of current conditions within the Area, the Board of Supervisors has determined that the Urban Renewal Area qualifies as a blighted area under Section 403.17(5) in so far as the Area suffers from:

1. A number of deteriorating structures.
2. Faulty lot layout as it pertains to usefulness in developing a redevelopment plan.
3. Ongoing deterioration of the site.
4. The existence of conditions which endanger life or property by fire and other causes (the proposed redevelopment will increase safety through upgrading to current Codes).
5. The current size of the property inhibits sound growth and redevelopment of the property and retards the provision of new housing. It is necessary to subdivide the property into lots which are of a more manageable redevelopment size.
6. The property has been subject to a natural disaster causing \$8 million in damage, for which the Governor certified the need for disaster assistance.
7. In its current configuration the property is a potential economic liability for the City of Newton.

Accordingly, the Board of Supervisors has designated the Urban Renewal Area as a blighted area.

In addition, the Area has been designated as part of the Newton Legacy Reinvestment District. The repurposing of the buildings in the Area has been identified as cornerstone projects in the Reinvestment District to spur economic redevelopment, leading to increased jobs and tax base.

D. BASE VALUE

If the Urban Renewal Area is legally established, a Tax Increment Financing (TIF) ordinance is adopted to establish a TIF district in the Area, and debt related to the Area is certified prior to December 1, 2023, the taxable valuation as of January 1, 2022, will be considered the frozen “base valuation” for the portion of the Urban Renewal Area identified in the TIF ordinance. If a TIF ordinance is not adopted until a later date, or debt is not first certified prior to December 1, 2023, the frozen “base value” will be the assessed value of the taxable property within that area covered by the TIF ordinance as of January 1 of the calendar year preceding the calendar year in which the

County first certifies the amount of any debt related to the Area, in accordance with Iowa Code Section 403.19. It may be that more than one ordinance will be adopted on the separate subareas within the Area. If so, the frozen base values may vary among the subareas.

E. DEVELOPMENT PLAN

The County has a general plan for the physical development of the County as a whole, outlined in the Planting Seeds for a Brighter Future Jasper County Comprehensive Plan, adopted in 2020. The goals and objectives identified in this Plan, and the urban renewal projects described herein, are in conformance with the goals and land use policies identified in the Comprehensive Plan.

This Urban Renewal Plan does not in any way replace the County's current land use planning or zoning regulation process.

The need, if any, for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area, is set forth in this Plan. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the County in conjunction with the City of Newton.

F. PLAN OBJECTIVES

Renewal activities are designed to eliminate blighting influences within the Area. More specific objectives for development, revitalization, and alleviation of blight conditions within the Urban Renewal Area are as follows:

1. To eliminate blighting influences and promote revitalization, through public action and commitment or by providing incentives to private persons or businesses, to acquire, rehabilitate, renovate, demolish, and/or redevelop existing structures or property.
2. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities and housing for the workforce, and strengthening the tax base.
3. To plan for and provide sufficient land for redevelopment of blighted properties in a manner that is efficient from the standpoint of providing municipal services.
4. To encourage redevelopment of nearby properties that will serve as the foundation for future growth, development, and revitalization.
5. To provide for the installation and upgrade of public works, infrastructure, public buildings, and related facilities which alleviate blighting influences and contribute to the development of the Area.
6. To provide a more marketable and attractive climate for development and redevelopment of land through the use of various federal, state, and local incentives.

7. To stimulate through public action and commitment, private investment in new development in order to revitalize the community.
8. To enhance the health, safety, living environment, general character, and general welfare of the Area.
9. To promote blight remediation and economic redevelopment of the Area utilizing any other objectives allowed by Chapter 403 of the *Code of Iowa*.

G. TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Area, the County intends to utilize the powers conferred under Chapter 403 and Chapter 15A, *Code of Iowa*. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To make loans, forgivable loans, grants, tax rebate payments or other types of economic redevelopment or blight remediation grants or incentives to private persons, local development organizations, or businesses on such terms as may be determined by the Board of Supervisors.
3. To borrow money and to provide security therefor.
4. To fund or help finance programs that will directly benefit blight remediation and economic redevelopment.
5. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.
6. To use tax increment financing to facilitate urban renewal projects and to use tax increment revenues to help leverage grants, loans, or other assistance from the state and federal governments (such as providing the local match for such assistance) in support of projects or businesses that advance the objectives of this Plan.
7. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic and housing conditions for the County.

Nothing herein shall be construed as a limitation on the power of the County to exercise any lawful power granted to the County under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

H. ELIGIBLE URBAN RENEWAL PROJECTS

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Urban Renewal Plan include:

1. Christensen Development 1 LLC Development Agreement: The County expects to consider a development agreement with Christensen Development 1, LLC (or a related entity) (the “Developer”), pursuant to which the Developer would redevelop the buildings located in the Urban Renewal Area into approximately 72 apartments (“Apartment Improvements”) and a 58-room hotel (“Hotel Improvements”) (collectively, the “Project”). In return for the Developer’s performance under the development agreement, the County would make up to ten, annual Redevelopment Grant payments to the Developer, using incremental taxes generated from the Project, under the detailed terms of the agreement and following satisfaction of certain conditions in the agreement. The aggregate amount of the Redevelopment Grants is not expected to exceed \$2,600,000.

The County would also make Construction Grants to the Developer in support of the Apartment Improvements and Hotel Improvements. The combined amount of the Construction Grants would not exceed the amount of the “net proceeds” of bonds anticipated to be issued by the County, which principal amount is not expected to exceed \$9 million. Debt service for the bonds is expected to be paid, at least in part, from Reinvestment Funds received from the State of Iowa under Iowa Code chapter 15J and from incremental taxes generated from the Project.

The City of Newton (“City”) is also expected to contribute incentives to the Developer in support of the Project pursuant to the terms of the development agreement, and the County would agree to use tax increment generated by the Project to reimburse the City up to \$65,000 of the City’s costs incurred in providing the City incentives, subject to terms and conditions set forth in the development agreement.

I. FINANCIAL INFORMATION

1.	July 1, 2022, Constitutional Debt Limit	\$96,734,564
2.	Current Outstanding General Obligation Debt	\$6,425,810
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the County’s constitutional debt limit be exceeded. The Board of Supervisors will consider each project proposal on a case-by-case basis to determine if it is in the County’s best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above to be funded by TIF Funds will be approximately as stated in the next column:	\$11,665,000 This does not include financing costs related to debt issuance, which may be incurred over the life of the Area.

J. URBAN RENEWAL FINANCING

The County may utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The County has the statutory authority to use a variety of tools to finance physical improvements within the Area. These include:

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of redevelopment/blight remediation incentives or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the County to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the County, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

Under Division IV of Chapter 331 and Chapter 403 of the *Code of Iowa*, the County has the authority to issue and sell general obligation bonds or capital loan notes (“bonds”) for specified essential and general corporate purposes, including the redevelopment of blighted buildings, and for other urban renewal projects or incentives for economic redevelopment consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the County. It may be, the County will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The County may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates, or other incentives to developers or private entities in connection with the urban renewal projects identified in this Plan. In addition, the County may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the County may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the County may determine to use tax increment financing to reimburse the County for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the County to exercise any lawful power granted to the County under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

K. PROPERTY ACQUISITION/DISPOSITION

The County will follow any applicable requirements for the acquisition and disposition of property within the Urban Renewal Area.

L. RELOCATION

The County does not expect there to be any relocation required of residents or businesses as part of the eligible urban renewal projects; however, if any relocation is necessary, the County will follow all applicable relocation requirements.

M. STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform to State and local laws will be complied with by the County in implementing this Urban Renewal Plan and its supporting documents.

N. SEVERABILITY

In the event one or more provisions contained in the Urban Renewal Plan shall be held for any reason to be invalid, illegal, unauthorized, or unenforceable in any respect, such invalidity, illegality, un-authorization, or unenforceability shall not affect any other provision of this Urban Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

O. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be amended from time to time for a number of reasons including, but not limited to, adding or deleting land, adding or amending urban renewal projects, or modifying objectives or types of renewal activities.

The Board of Supervisors may amend this Plan in accordance with applicable State law.

P. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the Board of Supervisors and shall remain in effect until terminated by the Board of Supervisors. Notwithstanding anything to the contrary in the Urban Renewal Plan, during the life of this Plan, the Board of Supervisors may designate all or any portion of the property covered by this plan as a “tax increment area.” The Urban Renewal Area is designated as appropriate for blight remediation and therefore, the Urban Renewal Area has no statutory sunset under Iowa Code Section 403.19 (2021). The division of revenue shall continue on the Urban Renewal Area for the maximum period allowed by law.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness, or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the *Code of Iowa*) by the County for activities carried out under the Urban Renewal Area shall be limited as deemed appropriate by the Board of Supervisors and consistent with all applicable provisions of law.

Q. JOINT COUNTY/CITY AGREEMENT

As the Urban Renewal Area is within the city limits of the City of Newton, Iowa, the County has sought a joint agreement with the City pursuant to section 403.17 of the Code of Iowa. That agreement authorizes the County to carry out project activities within the Urban Renewal Area. A draft copy of the joint agreement is attached hereto as Exhibit C and an executed copy will be available for inspection at the County Auditor's office upon adoption of this Plan.

EXHIBIT A

**LEGAL DESCRIPTION OF LEGACY PLAZA
URBAN RENEWAL AREA**

DEVELOPMENT BOUNDARY LOCATED ENTIRELY WITHIN LOT 3 OF SYNERGY ADDITION, CITY OF NEWTON, JASPER COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "A" AND RECORDED IN INSTRUMENT NO. 2010-00002900 IN THE OFFICE OF THE RECORDER, JASPER COUNTY, IOWA, SAID POINT ALSO BEING A SOUTHWESTERLY CORNER LOT 3 OF SYNERGY ADDITION AND RECORDED IN INSTRUMENT NO. 2007-00000939 IN THE OFFICE OF THE RECORDER, CITY OF NEWTON, JASPER COUNTY, IOWA; THENCE, N0°26'16"W 24.96' ALONG A EAST LINE OF SAID PARCEL "A" TO THE POINT OF BEGINNING; THENCE, CONTINUING N0°26'16"W 74.04' ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE, S89°16'12"W 8.41' ALONG THE NORTH LINE OF SAID PARCEL "A"; THENCE, N0°12'40"W 133.18'; THENCE, NORTHEASTERLY 46.43' ALONG THE ARC OF A 42.61' RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A CHORD BEARING OF N31°00'17"W AND A CHORD DISTANCE OF 44.17'; THENCE, N64°19'56"W 41.57'; THENCE, N66°41'11"W 38.34'; THENCE, N52°33'20"W 26.16'; THENCE, S60°21'34"W 116.37'; THENCE, N30°22'22"W 15.35'; THENCE, NORTHWESTERLY 7.39' ALONG THE ARC OF A 5.00' RADIUS CURVE, CONCAVE SOUTHWESTERLY AND HAVING A CHORD BEARING OF N72°42'43"W AND A CHORD DISTANCE OF 6.74'; THENCE, WESTERLY 75.56' ALONG THE ARC OF A 86.71' RADIUS CURVE, CONCAVE NORTHERLY AND HAVING A CHORD BEARING OF N 88°42'09"W AND A CHORD DISTANCE OF 73.19' TO THE NORTHERLY LINE OF SAID LOT 3; THENCE, NORTHEASTERLY 32.12' ALONG THE ARC OF A 2844.82' RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A CHORD BEARING OF N54°32'26"E AND A CHORD DISTANCE OF 32.12', ALONG THE NORTHERLY LINE OF SAID LOT 3; THENCE, NORTHEASTERLY 52.46' ALONG THE ARC OF A 50.12' RADIUS CURVE, CONCAVE NORTHWESTERLY AND HAVING A CHORD BEARING OF N77°39'39"E AND A CHORD DISTANCE OF 50.09'; THENCE, NORTHERLY 6.66' ALONG THE ARC OF A 5.00' RADIUS CURVE, CONCAVE WESTERLY AND HAVING A CHORD BEARING OF N9°27'48"E AND A CHORD DISTANCE OF 6.18'; THENCE, N28°42'58"W 11.63'; THENCE, N55°14'48"E 28.10'; THENCE N60°02'31"E 96.48'; THENCE, N59°50'55"E 108.39'; THENCE, N59°46'03"E 124.41'; THENCE, N60°04'29"E 66.76'; THENCE, S28°08'21"E 20.11'; THENCE, N60°06'49"E 60.70'; THENCE, S30°32'25"E 178.03'; THENCE, S0°24'47"E 273.82'; THENCE, S89°35'13"W 12.58'; THENCE, S0°12'46"E 119.92'; THENCE, S89°16'18"W 309.88' TO THE POINT OF BEGINNING,

CONTAINING 3.90 ACRES. SUBJECT TO EASEMENTS AND
RESTRICTIONS OF RECORD, IF ANY.

EXHIBIT B

MAP OF LEGACY PLAZA URBAN RENEWAL AREA

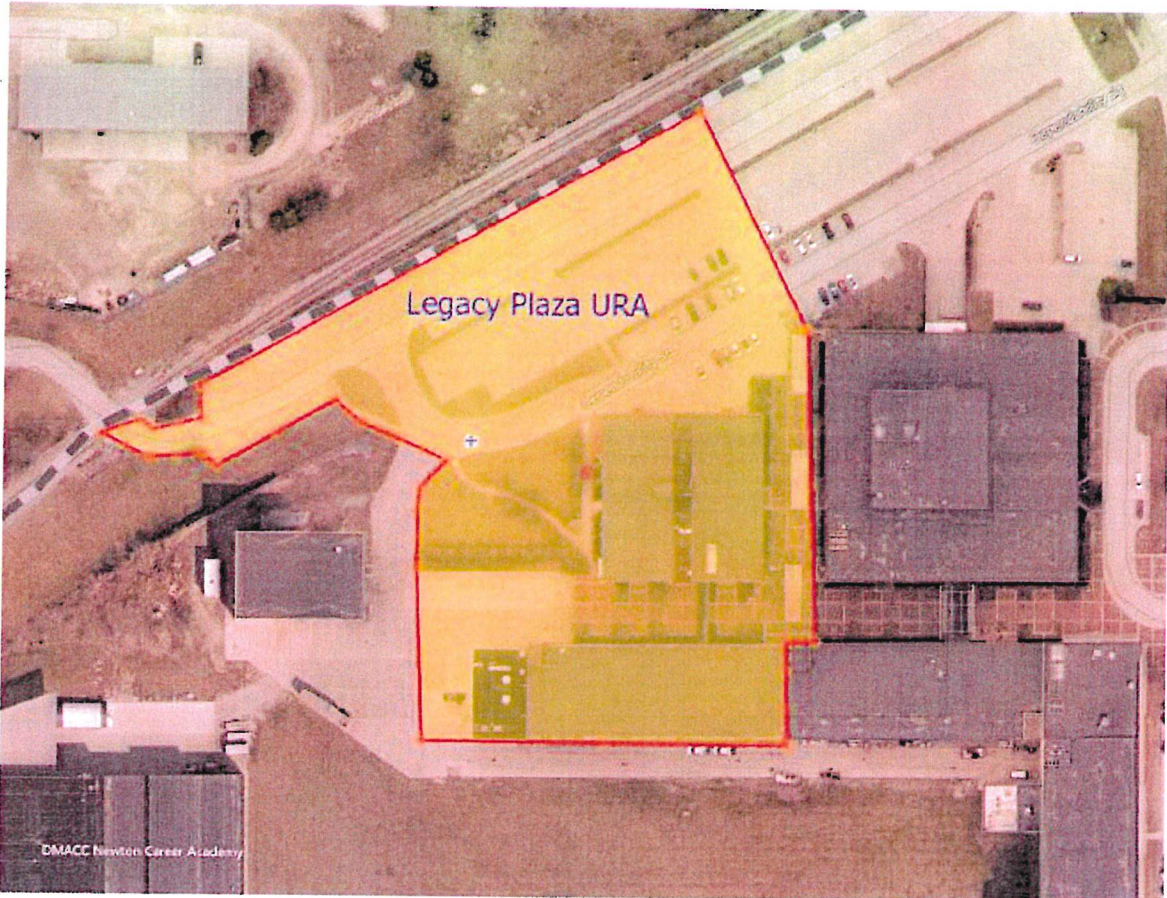


EXHIBIT C

**JOINT AGREEMENT
BETWEEN
JASPER COUNTY AND THE CITY OF NEWTON**

THIS JOINT AGREEMENT (hereinafter called “Agreement” or “Joint Agreement”), is made on or as of the _____ day of _____, 2022, by and among the CITY OF NEWTON, IOWA, a municipality (the “City”) and JASPER COUNTY, IOWA, a municipality (the “County”), both established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapter 403 of the Code of Iowa, 2021, as amended (hereinafter called “Urban Renewal Act”).

WITNESSETH:

WHEREAS, the City of Newton, Iowa (“City”), has submitted an application (“City Application”) to the Iowa Economic Development Authority under Chapter 15J of the Code of Iowa, 2021, as amended, (the “Iowa Reinvestment District Act”) in support of the creation of a reinvestment district named the Newton Legacy Reinvestment District (“Reinvestment District”); and

WHEREAS, the City has asked Jasper County (the “County”) to help finance two of the projects (“Christensen Projects”) identified in the City Application; and

WHEREAS, the County is willing to assist the City in financing the Christensen Projects under certain conditions described herein; and

WHEREAS, to facilitate the County’s participation in the Christensen Projects, the County is seeking to place the Christensen Projects in its own Urban Renewal Area pursuant to Iowa Code Chapter 403; and

WHEREAS the County has proposed to establish the Legacy Plaza Urban Renewal Area (the “Urban Renewal Area”) which includes certain property within the corporate boundaries of the City of Newton (the “City”), for the purpose of participating in proposed urban renewal projects; namely, the Christensen Projects; and

WHEREAS, the governing body of the County has reviewed the Urban Renewal Plan (the “Plan”) for said Urban Renewal Area and has determined that the Urban Renewal Area and completion of the Christensen Projects are in the best interests of the County; and

WHEREAS, Section 403.17(4) of the Code of Iowa requires a “joint agreement” between the County and the City before the County can proceed with adopting the Plan and establishing the Urban Renewal Area; and

WHEREAS, the governing body of the City is willing to consent to the County's establishment of the Urban Renewal Area under the conditions described therein.

NOW THEREFORE, JASPER COUNTY, STATE OF IOWA AND THE CITIES OF NEWTON, STATE OF IOWA, AGREE AS FOLLOWS:

Section 1. The governing body of the City hereby agrees and authorizes the County to adopt the Plan, establish the Urban Renewal Area as described in the Plan, adopt a Tax Increment Financing Ordinance ("TIF Ordinance"), and to proceed with activities authorized under the Urban Renewal Act subject to all of the terms and conditions set forth below.

Section 2. In exchange for the City's consent, the County hereby promises and agrees that, absent express City consent:

- a. The County may subject the Area to the division of revenue as described in Section 403.19 of the Code of Iowa and the TIF Ordinance for no more than twenty (20) fiscal years.
- b. The County shall utilize any incremental taxes it receives from the division of revenue in the Area for the sole purposes outlined the Agreement for Private Development attached hereto as Exhibit A ("Development Agreement").
- c. Promptly after the County has received the 20th fiscal year of incremental taxes from the Area, the County shall take all action necessary to terminate the Urban Renewal Area and any associated TIF Ordinance.
- d. The County shall not provide tax abatement or exemption to any real property in the Urban Renewal Area.
- e. The County shall not attempt to add property to the Urban Renewal Area without the express written consent of the City.

Section 3. If the City believes the County is in violation of the terms set forth in Section 2 of this Agreement, the City shall first submit the dispute to non-binding mediation utilizing a mediator that is mutually agreeable to the parties. If the dispute is not resolved through mediation, the City's sole remedy for a violation of Section 2 shall be to seek specific performance of the Agreement via action in the Iowa District Court for Jasper County. This Agreement and any dispute arising out of or related to this Agreement shall be governed and interpreted in accordance with the Laws of the State of Iowa without regard to conflicts of law principles that would require the application of law of another jurisdiction. The Iowa District Court for Jasper County shall have exclusive jurisdiction in all matters arising under this Agreement, and the parties hereto expressly consent and submit to the personal jurisdiction of such court.

Section 4. This Agreement shall terminate, and the County shall promptly take all action necessary to terminate the Urban Renewal Area and any associated TIF Ordinance if any of the following occur:

- a. The Development Agreement is not adopted by all parties thereto by April 15, 2023.
- b. The Development Agreement automatically terminates due to the failure of a condition precedent set forth in Section 1-A.1 of the Development Agreement.
- c. The County has received or had the ability to receive twenty (20) fiscal years of tax increment from the Area for use consistent with this Agreement.

Section 5. This Joint Agreement is intended to meet the requirements of Section 403.17(4) of the Code of Iowa with respect to the Urban Renewal Area being located within the County's Area of Operation (as defined in Section 403.17(4)).

Section 6. This Joint Agreement has been duly authorized by the governing bodies of the County and the City.

[signature pages to follow]

PASSED AND APPROVED this _____ day of _____, 2022.

JASPER COUNTY, STATE OF IOWA

Chairperson, Board of Supervisors

ATTEST:

Auditor

STATE OF IOWA)
) SS
COUNTY OF JASPER)

On this _____ day of _____, 2022, before me a Notary Public in and for the State of Iowa, personally appeared _____ and _____ to me personally known, who being duly sworn, did say that they are the Chairperson and Auditor, respectively, of Jasper County, State of Iowa, a political subdivision, and that the seal affixed to the foregoing instrument is the seal of said political subdivision, and that said instrument was signed and sealed on behalf of said political subdivision by authority and resolution of its Board of Supervisors, and said Chairperson and Auditor acknowledged said instrument to be the free act and deed of said political subdivision by it voluntarily executed.

Notary Public in and for Jasper County, Iowa

PASSED AND APPROVED this _____ day of _____, 2022.

CITY OF NEWTON, STATE OF IOWA

_____, Mayor

ATTEST:

_____, City Clerk

STATE OF IOWA)
) SS
COUNTY OF JASPER)

On this _____ day of _____, 2022, before me a Notary Public in and for said County, personally appeared _____ and _____ to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Newton, State of Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public in and for Newton County, Iowa

EXHIBIT A
DEVELOPMENT AGREEMENT

[Available for inspection at the County Auditor's office when finalized]

RESOLUTION NO. 2023-_____

A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF AN IOWA
REINVESTMENT DISTRICT FOR THE NEWTON LEGACY DISTRICT

WHEREAS, Jasper County has become the applicant for the Newton Legacy Reinvestment District Application with the Iowa Economic Development Authority at the request of the City of Newton; and

WHEREAS, the Iowa Reinvestment Districts assists communities with transformative projects, and Jasper County in partnership with Des Moines Area Community College and with the City of Newton has identified a transformative project consisting of a hotel, event space, market rate apartments and infrastructure located in Downtown Newton ; and

WHEREAS, Newton's Reinvestment District projects will be completed by Christensen Development, Des Moines Area Community College, and the City of Newton; and

WHEREAS, the location of the proposed reinvestment district in Newton lies within the North Central Urban Renewal Area and the First Avenue East Urban Renewal Area; and

NOW, THEREFORE, be it resolved by the Jasper County Supervisors of Jasper County, Iowa, that the establishment of an Iowa Reinvestment District for the Newton Legacy District is hereby approved and the Chair of the Supervisors is authorized to sign the Iowa Reinvestment District application for submittal to Iowa Economic Development Authority.

PASSED this _____ day of January 2023

APPROVED this _____ day of January 2023

Brandon J. Talsma, Chair

ATTEST:

SECTION E – Certification and Release of Information

I hereby give permission to the Iowa Economic Development Authority (IEDA) to engage in due diligence, make credit checks, contact the applicant's financial institutions, insurance carriers, and perform other related activities necessary for reasonable evaluation of this application. I also hereby authorize the Iowa Department of Revenue to provide to IEDA state tax information pertinent to the state income tax, sales and use tax, and state tax credits involved with the Iowa Reinvestment District.

I understand that all information submitted to IEDA related to this application is subject to Iowa's Open Record Law (Iowa Code, Chapter 22).

I understand that IEDA reserves the right to negotiate the financial assistance.

I understand this application is subject to final approval by IEDA.

I hereby certify that all representations, warranties, or statements made or furnished to IEDA in connection with this application are true and correct in all material respect. I understand that it is a criminal violation under Iowa law to engage in deception and knowingly make, or cause to be made, directly or indirectly, a false statement in writing for the purpose of procuring economic development assistance from a state agency or subdivision.

FOR THE APPLICANT:

Brandon J. Talsma, Chair

Date

Description	Code	Total \$	Miles	Date of Request	DATE of Check	What for?	Miles	Who Paid
Wages-Elected/Dept Head		\$4,424.14						
Alyssa Wilson		\$2,212.07		9/14/2022		Salary		Alyssa Wilson
Alyssa Wilson		\$2,212.07		9/28/2022		Salary		Alyssa Wilson
Wages - Part Time Assistant		\$2,246.40						
Kelth Thorpe		\$1,123.20		9/14/2022		Wages		Kelth Thorpe
Kelth Thorpe		\$1,123.20		9/28/2022		Wages		Kelth Thorpe
Wages-Vet Affairs Commission		\$150.00						
Marta Ford		\$50.00		9/14/2022	9/27/2022	Monthly Meeting Attended 9/14/2022		Marta Ford
Christofer Kingrey		\$50.00		9/14/2022	9/27/2022	Attended 9/14/2022		Christofer Kingrey
Jerry Nelson		\$0.00				Attended 9/14/2022		
Matthew Smith		\$0.00		9/14/2022	9/27/2022	Absent 9/14/2022		Matthew Smith
Sue Springer		\$50.00		9/14/2022	9/27/2022	Attended 9/14/2022		Sue Springer
Office Supplies		\$420.38						
Forbes Office Solutions		\$420.38		9/6/2022	9/27/2022	Notary Stamp/Business Cards/(3) Ink Cartridges		Forbes Office Solutions
Advertisement		\$188.00						
Newton Daily News		\$112.00		8/31/2022	9/27/2022	Advertising		News Printing Company
Hometown Press		\$76.00		8/31/2022	9/27/2022	Advertising		Hometown Press
Educational/Training Serv		\$240.00						
IACCVSO		\$180.00		9/16/2022	9/27/2022	Commissioner Fall School (Ford, Springer & Nelson)		IACCVSO
IACCVSO		\$60.00		9/29/2022	10/11/2022	CVSO Fall School (Thorpe)		IACCVSO
Maint-Office/Computer Equip		\$845.17						
The Shredder		\$48.00		9/12/2022	9/27/2022	Shredding Service		The Shredder
Premier Copier		\$28.17		9/19/2022	10/11/2022	Copier Contract		Premier Copier
Amazon		\$769.00		9/15/2022	9/27/2022	Desktop Computer		Amazon
Food/Provisions		\$1,000.00						
Fareway		\$1,000.00		9/2/2022	9/27/2022	Food / Provisions (10) \$100.00 Grocery Cards		Fareway
Rent Payments		\$1,554.83						
T&L Properties	VJ4780	\$365.00		9/8/2022	9/27/2022	Shelter (Rent)		T&L Properties, Granger, Iowa
Super 8 Newton	DM4907	\$1,189.83		9/13/2022	9/27/2022	Shelter (Rent)		Super 8 Newton
Utilities (Elec & Gas)		\$127.18						
MidAmerican Energy Company	LD2050	\$127.18		9/6/2022	9/27/2022	Utilities (Electric & Gas)		MidAmerican Energy Company
Utilities (Electric)		\$873.04						
Alliant Energy / IPL	RL6335	\$400.00		9/2/2022	9/13/2022	Utilities (Electric)		Alliant Energy / IPL
Alliant Energy / IPL	MW5458	\$127.60		9/6/2022	9/27/2022	Utilities (Electric)		Alliant Energy / IPL
Alliant Energy / IPL	SJ7781	\$345.44		9/9/2022	9/27/2022	Utilities (Electric)		Alliant Energy / IPL
Water Payments		\$105.31						
City of Colfax	LD2050	\$105.31		9/6/2022	9/27/2022	Utilities (Water)		City of Colfax
Natural Gas Payments		\$231.00						
Black Hills Energy	CM2868	\$231.00		9/23/2022	10/11/2022	Utilities (Natural Gas)		Black Hills Energy
Other Transportation (RIDE)		\$1,306.33					2,233.0	
Jack Ayres		\$171.41		9/9/2022	9/27/2022	Transport Veterans to Medical Appt August 2022	293	Jasper County Rides
Tom Bringmann		\$248.63		9/9/2022	9/27/2022	Transport Veterans to Medical Appt August 2022	425	Jasper County Rides
Bill Ehler		\$140.40		9/9/2022	9/27/2022	Transport Veterans to Medical Appt August 2022	240	Jasper County Rides
Don Goode		\$197.73		9/9/2022	9/27/2022	Transport Veterans to Medical Appt August 2022	338	Jasper County Rides
Lori Korte		\$115.83		9/9/2022	9/27/2022	Transport Veterans to Medical Appt August 2022	198	Jasper County Rides
Bud Langmaid		\$10.53		9/9/2022	9/27/2022	Transport Veterans to Medical Appt August 2022	18	Jasper County Rides
Grace Miller		\$54.99		9/9/2022	9/27/2022	Transport Veterans to Medical Appt August 2022	94	Jasper County Rides
Larry Pauley		\$9.36		9/9/2022	9/27/2022	Transport Veterans to Medical Appt August 2022	16	Jasper County Rides
Becky Ruehle		\$2.34		9/9/2022	9/27/2022	Transport Veterans to Medical Appt August 2022	4	Jasper County Rides
Karen Staker		\$2.93		9/9/2022	9/27/2022	Transport Veterans to Medical Appt August 2022	5	Jasper County Rides
Sherman Swank		\$71.96		9/9/2022	9/27/2022	Transport Veterans to Medical Appt August 2022	123	Jasper County Rides
Bill Umbarger		\$60.84		9/9/2022	9/27/2022	Transport Veterans to Medical Appt August 2022	104	Jasper County Rides
Ron Wickman		\$219.38		9/9/2022	9/27/2022	Transport Veterans to Medical Appt August 2022	375	Jasper County Rides
Fica-County Portion		\$500.05						
IPERS-County Portion		\$629.70						
Employee Group Insurance		\$1,798.81						

Administrative Expenses				\$8,514.09
Transport Assistance	\$1,306.33	2233.0	Miles	
Shelter Assistance	\$1,554.83			
Food Assistance	\$1,000.00			
Utility Assistance	\$1,336.53			
Medical & Other Assistance	\$0.00			
Funeral Assistance	\$0.00			
Assistance Expenses				\$5,197.69
Outreach Expenses				\$0.00
Admin2 Expenses				\$2,928.56
Monthly Operating Expenses				\$16,640.34

Veteran Assistance				
Food / Provisions T&L598 - 0299 -0031	\$200.00			
Fuel Card TP1871 - 6665	\$50.00			
Food / Provisions SJ7781 -0032	\$100.00			
Food / Provisions Total	\$350.00			
Utilities (Natural Gas)	CM2868	\$231.00		
Shelter (Rent)	DM4907	\$1,189.83		
Utilities (Electric)	SJ7781	\$345.44		
Transport Veterans to Medical Appt August 2022		\$1,306.33		
Shelter (Rent)	VJ4780	\$365.00		
Utilities (Electric, Gas & Water)	LD2050	\$232.49		
Utilities (Electric)	MW5458	\$127.60		
Utilities (Electric)	RL6335	\$400.00		
(10) \$100.00 Grocery Cards		\$1,000.00		
Total		\$8,439.05		\$3,241.36

State Allocation Fund Balance	\$8,255.95
Public Donation Fund Balance	\$2,527.54

Description	Code	Total \$	Miles	Date of Request	DATE of Check	What for?	Miles	Who Paid
Wages-Elected/Dept Head		\$6,636.20						
Alyssa Wilson		\$2,212.07			8/3/2022	Salary		Alyssa Wilson
Alyssa Wilson		\$2,212.06			8/17/2022	Salary		Alyssa Wilson
Alyssa Wilson		\$2,212.07			8/31/2022	Salary		Alyssa Wilson
Wages - Part Time Assistant		\$3,640.00						
Keith Thorpe		\$1,019.20			8/3/2022	Wages		Keith Thorpe
Keith Thorpe		\$1,414.40			8/17/2022	Wages		Keith Thorpe
Keith Thorpe		\$1,206.40			8/31/2022	Wages		Keith Thorpe
Wages-Vet Affairs Commission		\$150.00						
Marta Ford		\$50.00			8/17/2022	Monthly Meeting Attended 8/10/2022		Marta Ford
Christopher Kingrey		\$50.00			8/17/2022	Attended 8/10/2022		Christopher Kingrey
Jerry Nelson		\$0.00			8/17/2022	Attended 8/10/2022		
Matthew Smith		\$0.00				Absent 8/10/2022		
Sue Springer		\$50.00			8/17/2022	Attended 8/10/2022		Sue Springer
Advertisement		\$172.00						
Newton Daily News		\$96.00		7/31/2022	8/27/2022	Advertising		News Printing Company
Hometown Press		\$76.00		7/31/2022	8/27/2022	Advertising		Hometown Press
Employee Mileage/Meals		\$141.34						
Alyssa Wilson		\$141.34		8/22/2022	9/13/2022	Four Round Trips to Regional Office for PIV Card		Alyssa Wilson
Maint-Office/Computer Equip		\$167.67						
The Shredder		\$48.00		8/15/2022	8/30/2022	Shredding Service		The Shredder
Premier Copier		\$28.17		8/19/2022	8/30/2022	Copier Contract		Premier Copier
Forbes Office Solutions		\$91.50		7/21/2022	8/27/2022	Black Ink Cartridge		Forbes Office Solution
Food/Provisions		\$1,000.00						
Fareway		\$1,000.00		8/4/2022	8/27/2022	Food / Provisions (10) \$100.00 Grocery Cards		Fareway
Mortgage Payments		\$985.25						
Flagstar Bank	GD3051	\$596.90		8/30/2022	9/13/2022	Shelter (Mortgage)		Flagstar Bank, Dallas, Texas
Chase Mortgage	MR8662	\$388.35		8/31/2022	9/13/2022	Shelter (Mortgage)		Chase Mortgage, Philadelphia
Utilities (Elec & Gas)		\$550.60						
MidAmerican Energy	HD7501	\$550.60		8/5/2022	8/16/2022	Utilities (Electric & Gas)		MidAmerican Energy
Utilities (Electric)		\$1,580.44						
Alliant Energy	WD6095	\$1,000.00		8/3/2022	8/16/2022	Utilities (Electric)		Alliant Energy
Alliant Energy	SA2859	\$580.44		8/25/2022	9/13/2022	Utilities (Electric)		Alliant Energy
Water Payments		\$366.22						
Newton Waterworks	WJ4115	\$290.00		8/16/2022	8/30/2022	Utilities (Water)		Newton Waterworks
Newton Waterworks	MW5458	\$76.22		8/26/2022	9/13/2022	Utilities (Water)		Newton Waterworks
Natural Gas Payments		\$27.54						
Black Hills Energy	GC3051	\$27.54		8/26/2022	9/13/2022	Utilities (Natural Gas)		Black Hills Energy
Other Transportation (RIDE)		\$393.71						
Jack Ayres		\$11.70		8/4/2022	8/16/2022	Transport Veterans to Medical Appt July 2022	673.0	Jasper County Rides
Diane Birchard		\$42.12		8/4/2022	8/16/2022	Transport Veterans to Medical Appt July 2022	20.0	Jasper County Rides
Tom Bringman		\$79.56		8/4/2022	8/16/2022	Transport Veterans to Medical Appt July 2022	72.0	Jasper County Rides
Grace Miller		\$36.27		8/4/2022	8/16/2022	Transport Veterans to Medical Appt July 2022	136.0	Jasper County Rides
Larry Pauley		\$29.25		8/4/2022	8/16/2022	Transport Veterans to Medical Appt July 2022	62.0	Jasper County Rides
Becky Ruehle		\$80.15		8/4/2022	8/16/2022	Transport Veterans to Medical Appt July 2022	50.0	Jasper County Rides
Bill Umbarger		\$60.84		8/4/2022	8/16/2022	Transport Veterans to Medical Appt July 2022	137.0	Jasper County Rides
Ron Wickman		\$53.82		8/4/2022	8/16/2022	Transport Veterans to Medical Appt July 2022	104.0	Jasper County Rides
Care-Graves/Markers		\$924.24						
CSA Woodworking		\$924.24		8/15/2022	8/27/2022	(12) Flag Cases & Flag Corrugated Boxes		CSA Woodworking
Fica-County Portion		\$775.87						
IPERS-County Portion		\$970.07						
Employee Group Insurance		\$1,798.81						

Administrative Expenses				\$10,907.21
Transport Assistance	\$393.71	673.0	Miles	
Shelter Assistance	\$985.25			
Food Assistance	\$1,000.00			
Utility Assistance	\$2,524.80			
Medical & Other Assistance	\$0.00			
Funeral Assistance	\$924.24			
Assistance Expenses				\$5,828.00
Outreach Expenses				\$0.00
Admin2 Expenses				\$3,544.75
Monthly Operating Expenses				\$20,279.96

Veteran Assistance				\$10,907.21
Fuel Card - 512527 6083 - 6308		100.00		
Food/Provisions & Fuel - JR2143 - 0288 - 6095		150.00		
Food / Provisions WJ4115 - 0289		100.00		
Food / Provisions PJ1408 - 0290 - 0291		200.00		
Fuel Cards - Veteran Passing Through - 6285 - 6296		100.00		
Food / Provisions LD2050 - 0292 - 0293		200.00		
Food / Provisions LM6464 - 0294		100.00		
Food / Provisions MW5458 - 0295 - 0296		200.00		
Food / Provisions GC3051 - 0297		100.00		
Food / Povisions GR9355 - 0298		100.00		
Total		\$1,350.00		Total August 2022 = \$7,178.00

State Allocation Fund Balance		\$8,487.95	
Public Donation Fund Balance		\$2,427.54	

Shelter (Mortgage)	MR8662	\$388.35
Shelter (Mortgage & Natural Gas)	GC3051	\$624.44
Utilities (Water)	MW5458	\$76.22
Utilities (Electric)	SA2859	\$580.44
Utilities (Water)	WJ4115	\$290.00
(12) Flag Cases & Flag Corrugated Boxes		\$924.24
Utilities (Electric & Gas)	HD7501	\$550.60
(10) \$100.00 Grocery Cards		\$1,000.00
Utilities (Electric)	WD6095	\$1,000.00
Transport Veterans to Medical Appt July 2022		\$393.71
Total		\$5,828.00

Description	Code	Total \$	Miles	Date of Request	DATE of Check	What for?	Miles	Who Paid
Wages-Elected/Dept Head		\$3,869.00						
Alyssa Wilson		\$1,656.93		7/1/2022	7/6/2022	Salary		Alyssa Wilson
Alyssa Wilson		\$2,212.07		7/15/2022	7/20/2022	Salary		Alyssa Wilson
Wages - Part Time Assistant		\$2,147.20						
Keith Thorpe		\$1,044.80		7/1/2022	7/6/2022	Wages		Keith Thorpe
Keith Thorpe		\$1,102.40		7/15/2022	7/20/2022	wages		Keith Thorpe
Wages-Vet Affairs Commission		\$150.00				Monthly Meeting		
Marta Ford		\$50.00				Attended 7/13/2022		Marta Ford
Christofer Kingrey		\$50.00				Attended 7/13/2022		
Jerry Nelson		\$0.00				Attended 7/13/2022		
Matthew Smith		\$0.00				Absent 7/13/2022		Matthew Smith
Sue Springer		\$50.00				Attended 7/13/2022		Sue Springer
Office Supplies		\$45.86						
Forbes Office Solution		\$45.86	6/29/2022	7/27/2022		(2) COPY Stamps / (10) Banker Boxes		Forbes Office Solution
Advertisement		\$159.00						
Newton Daly News		\$64.00		6/30/2022	7/27/2022	Advertising		News Printing Company
Hometown Press		\$95.00		6/30/2022	7/27/2022	Advertising		Hometown Press
Employee Mileage/Meals		\$41.18						
Alyssa Wilson		\$41.18		7/12/2022	8/2/2022	Federal Building Des Moines (PIV) Card		Alyssa Wilson
Maint-Office/Computer Equip		\$344.34						
The Shredder		\$288.00		7/18/2022	8/2/2022	Shredding Service		The Shredder
Premier Copier		\$28.17		6/22/2022	7/5/2022	Copier Contract		Premier Copier
Premier Copier		\$28.17		7/20/2022	8/2/2022	Copier Contract		Premier Copier
Food/Provisions		\$1,000.00				Food / Provisions		
Fareway		\$1,000.00		7/1/2022	7/27/2022	(10) \$100.00 Grocery Cards		Fareway
Rent Payments		\$794.99						
Premier Real Estate Management, LLC	HK6687	\$725.00		7/8/2022	7/19/2022	Shelter (Rent)		Premier Real Estate Management, LLC
Super 8 Newson	MD7244	\$69.99		7/18/2022	8/2/2022	Shelter (Rent) Veteran Passing Through		Super 8 Newson
Other Transportation (RIDE)		\$1,036.04					1771	
Debbie Bodhmer		\$50.31		7/6/2022	7/20/2022	Transport Veterans to Medical Appt June 2022	86	Jasper County Rides
Tom Bringmann		\$390.78		7/6/2022	7/20/2022	Transport Veterans to Medical Appt June 2022	668	Jasper County Rides
Bill Elher		\$95.94		7/6/2022	7/20/2022	transport Veterans to Medical Appt June 2022	164	Jasper County Rides
Bud Langmaid		\$87.75		7/6/2022	7/20/2022	transport Veterans to Medical Appt June 2022	150	Jasper County Rides
Bruce Maach		\$53.24		7/6/2022	7/20/2022	Transport Veterans to Medical Appt June 2022	91	Jasper County Rides
Grace Miller		\$72.54		7/6/2022	7/20/2022	Transport Veterans to Medical Appt June 2022	124	Jasper County Rides
Sherman Swank		\$52.65		7/6/2022	7/20/2022	transport Veterans to Medical Appt June 2022	90	Jasper County Rides
Bill Umbarger		\$107.64		7/6/2022	7/20/2022	transport Veterans to Medical Appt June 2022	184	Jasper County Rides
Ron Wickman		\$125.19		7/6/2022	7/20/2022	Transport Veterans to Medical Appt June 2022	214	Jasper County Rides
Fica-County Portion		\$449.98						
IPERS-County Portion		\$567.93						
Employee Group Insurance		\$1,798.81						

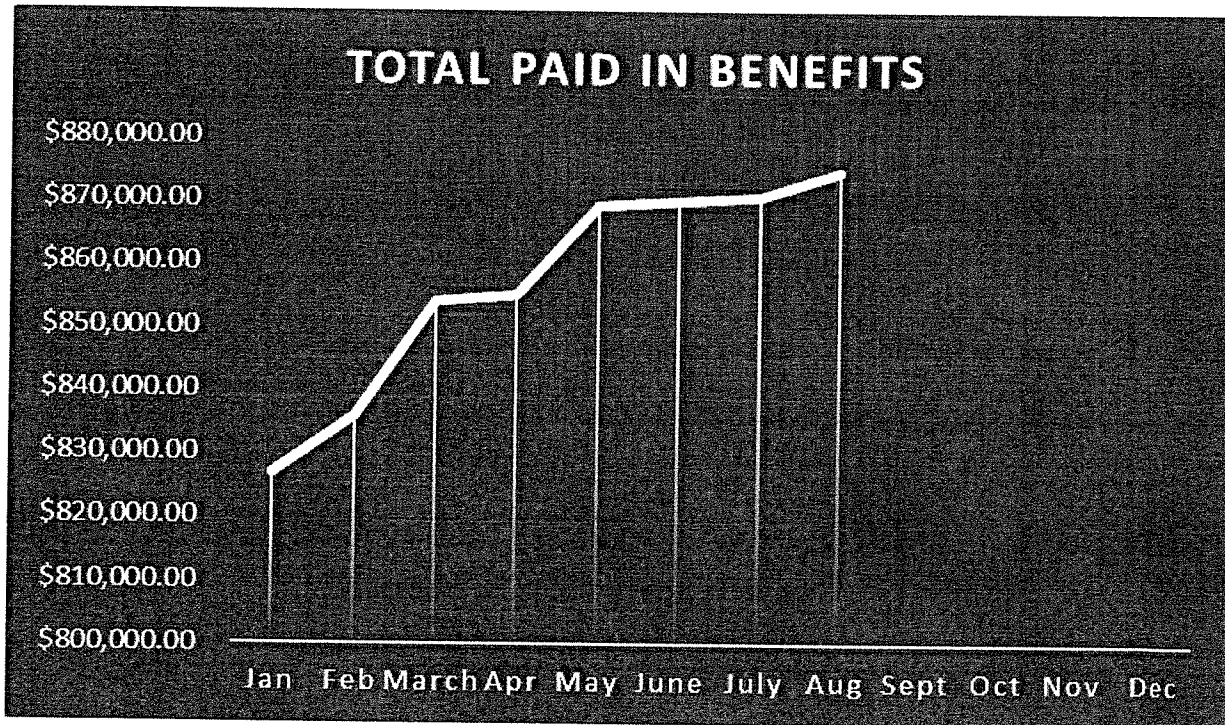
Administrative Expenses					\$6,756.58
Transport Assistance	\$1,036.04	1771.0	Miles		
Shelter Assistance	\$794.99				
Food Assistance	\$1,000.00				
Utility Assistance	\$0.00				
Medical & Other Assistance	\$0.00				
Funeral Assistance	\$0.00				
Assistance Expenses					\$2,831.03
Outreach Expenses					\$0.00
Admin2 Expenses					\$2,816.72
Monthly Operating Expenses					\$12,404.33

State Allocation Fund Balance	\$8,487.95
Public Donation Fund Balance	\$2,427.54

Veteran Assistance					\$6,756.58
Food / Provisions - Fuel	HK6687 - 0280,0281,6032	\$250.00			
Food / Provisions - Fuel	SJ7781 - 0282,0283,6044	\$250.00			
Food / Provisions - Fuel	SJ2527 - 0286 - 0287	\$200.00			
Food / Provisions Total		\$700.00			
Shelter (Rent)	MD7244	\$69.99			
Premier Real Estate Management, LLC	HK6687	\$725.00			
(10) \$100.00 Grocery Cards		\$1,000.00			
Jasper County Rides		\$1,036.04			
Total		\$2,831.03			

First Quarter 2022 - 2023

DESCRIPTION	JUL	AUG	SEPT	Quarterly Totals
Appointments				
Schedule	27	42	35	104
Walk In	32	59	46	137
Home Visits	3	5	3	11
Phone Calls (In & Out)	170	171	151	492
FEDERAL				
Pending Claims	33	75	116	
COUNTY				
# of Veterans Assisted	5	13	9	27
Grave markers	7	8	4	19
Jasper Rides				
Unduplicated Veterans (#)	8	7	11	26



Jasper County RIDE Program
 VA
 RIDE Quarterly
 Data
 Jul, Aug, Sep 2022

	Iowa City	Des Moines	Skiff	Newton Clinic	Newton - Other	Other Area Towns	Totals
Veterans Transported							12
(unduplicated)							
TOTAL RIDES for Veterans	7	25	7		18	8	65

Donita Huegel | Jasper County
Iowa State University Extension and Outreach
 Program Coordinator
 Retired and Senior Volunteer Program

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IOWA STATE UNIVERSITY
 Extension and Outreach

Report

Expense Report

Description	WHO	Code	Total \$	Miles	Date of Request	DATE of Check	What for?	Miles	Who Paid
Wages-Elected/Dept Head			\$4,424.14						
Alyssa Wilson			\$2,212.07			12/7/2022	Salary		Alyssa Wilson
Alyssa Wilson			\$2,212.07			12/21/2022	Salary		Alyssa Wilson
Wages - Part Time Assistant			\$2,350.40						
Keith Thorpe			\$1,060.80			12/7/2022	Wages		Keith Thorpe
Keith Thorpe			\$1,289.60			12/21/2022	Wages		Keith Thorpe
Wages-Vet Affairs Commission			\$0.00				Monthly Meeting 12/14/2022		
Marta Ford							Canceled "No Quorum"		Marta Ford
Vacancy Position							Vacancy Position		Vacancy Position
Jerry Nelson							Canceled "No Quorum"		Jerry Nelson
Matthew Smith							Canceled "No Quorum"		Matthew Smith
Sue Springer							Canceled "No Quorum"		Sue Springer
Office Supplies			\$202.06						
Forbes Office Solutions			\$202.06		12/5/2022	12/27/2022	Paper Products and a Black Ink Cartridge		Forbes Office Solutions
Advertisement			\$233.00						
Newton Daily News			\$157.00		11/30/2022	12/27/2022	Advertising		News Printing Company
Hometown Press			\$76.00		11/30/2022	12/27/2022	Advertising		HomeTown Press
Employee Mileage/Meals			\$90.88						
Alyssa A. Wilson			\$90.88		12/7/2022	12/20/2022	Employee Mileage		Alyssa A. Wilson
Maint-Office/Computer Equip			\$124.17						
The Shredder			\$48.00		12/1/2022	12/20/2022	Shredding Services		The Shredder
The Shredder			\$48.00		12/29/2022	1/17/2023	Shredding Services		The Shredder
Premier Copier			\$28.17		11/21/2022	12/6/2022	Copier Contract		Premier Copier
Food/Provisions			\$980.00				Food / Provisions		
Fareway Stores Inc.			\$980.00		12/9/2022	12/27/2022	{10} \$100.00 Grocery Cards *Note: \$20.00 Cash Discount		Fareway Stores Inc.
Utilities (Electric)			\$173.12						
Pella Cooperative Electric		SI0405	\$102.44		12/7/2022	12/20/2022	Utilities (Electric)		Pella Cooperative Electric
Alliant Energy / IPL		BK1116	\$70.68		12/29/2022	1/17/2023	Utilities (Electric)		Alliant Energy / IPL
Water Payments			\$125.63						
Iowa Regional Utilities Association		SI0405	\$79.18		12/7/2022	12/20/2022	Utilities (Water)		Iowa Regional Utilities Association
Newton Waterworks		BK1116	\$46.45		12/29/2022	1/17/2023	Utilities (Water)		Newton Waterworks
Natural Gas Payments			\$231.00						
Black Hills Energy		CM2868	\$231.00		12/12/2022	1/3/2023	Utilities (Natural Gas)		Black Hills Energy
Other Transportation (RIDE)			\$760.01					1216	
Diane Birchard			\$26.25		12/5/2022	12/20/2022	Transport Veterans to Medical Appt November 2022	42	Jasper County Rides
Tom Bringmann			\$281.25		12/5/2022	12/20/2022	Transport Veterans to Medical Appt November 2022	450	Jasper County Rides
Don Goede			\$141.88		12/5/2022	12/20/2022	Transport Veterans to Medical Appt November 2022	227	Jasper County Rides
Bud Langmaid			\$8.75		12/9/2022	12/20/2022	Transport Veterans to Medical Appt November 2022	14	Jasper County Rides
Larry Pauley			\$21.25		12/9/2022	12/20/2022	Transport Veterans to Medical Appt November 2022	34	Jasper County Rides
Sherman Swank			\$50.00		12/9/2022	12/20/2022	Transport Veterans to Medical Appt November 2022	80	Jasper County Rides
Carol Twedt			\$50.00		12/9/2022	12/20/2022	Transport Veterans to Medical Appt November 2022	80	Jasper County Rides
Bill Umbarger			\$167.50		12/9/2022	12/20/2022	Transport Veterans to Medical Appt November 2022	268	Jasper County Rides
Ron Wickman			\$13.13		12/9/2022	12/20/2022	Transport Veterans to Medical Appt November 2022	21	Jasper County Rides
Care-Graves/Markers			\$924.24						
CSA Woodworking			\$924.24		12/21/2022	12/27/2022	{12} Flag Cases & Flag Corrugated Boxes		CSA Woodworking
Fica-County Portion			\$496.43						
IPERS-County Portion			\$639.52						
Employee Group Insurance			\$1,807.97						

Administrative Expenses						\$7,424.65
Transport Assistance	\$760.01	1216.0	Miles			
Shelter Assistance	\$0.00					
Food Assistance	\$980.00					
Utility Assistance	\$529.75					
Medical & Other Assistance	\$0.00					
Funeral Assistance	\$924.24					
Assistance Expenses						\$3,194.00
Outreach Expenses						\$0.00
Admin2 Expenses						\$2,943.92
Monthly Operating Expenses						\$13,562.57

State Allocation Fund Balance		\$7,349.70
Public Donation Fund Balance		\$2,302.54

Veteran Assistance			\$7,424.65
Food / Provisions GR9355 - Card 0304 - 0307	\$200.00		
Food / Provisions SI0405 - Card 0305	\$100.00		
Fuel Card EL2597 - Card 7007	\$25.00		
Food / Provisions BK1116 - Card 0306	\$100.00		\$529.75
Fuel Card SJ2527 - Card 6842	\$25.00		
Food / Provisions & Fuel Totals	\$450.00		
Utilities (Electric & Water)	BK1116	\$117.13	
{12} Flag Cases & Flag Corrugated Boxes		\$924.24	
{10} \$100.00 Grocery Cards *Note: \$20.00 Cash Discount		\$980.00	
Utilities (Natural Gas)	CM2868	\$231.00	
Utilities (Electric & Water)	SI0405	\$181.62	
Transport Veterans to Medical Appt November 2022	Jasper County Ride	\$760.01	
Totals		\$3,194.00	

NOVEMBER 2022 Expense Report

Description	Code	Total \$	Miles	Date of Request	DATE of Check	What for?	Who Paid
Wages-Elected/Dept Head		\$4,424.14					
Alyssa Wilson		\$2,212.07			11/9/2022	Salary	Alyssa Wilson
Alyssa Wilson		\$2,212.07			11/23/2022	Salary	Alyssa Wilson
Wages - Part Time Assistant		\$2,392.00					
Keith Thorpe		\$1,227.20			11/9/2022	Wages	Keith Thorpe
Keith Thorpe		\$1,164.80			11/23/2022	Wages	Keith Thorpe
Wages - Part Time Assistant		\$0.00					
Wages-Vet Affairs Commission		\$50.00				Monthly Meeting	
Marta Ford		\$0.00				11/9/2022 Absent	
Christofer Kingrey		\$0.00				11/9/2022 Absent	
Jerry Nelson		\$0.00				11/9/2022 Present	
Matthew Smith		\$0.00				11/9/2022 Absent	
Sue Springer		\$50.00				11/9/2022 Present	Sue Springer
Office Supplies		\$72.77					
Forbes Office Solution		\$72.77		11/3/2022	11/27/2022	Professional Business Cards (Alyssa A. Wilson)	Forbes Office Solution
Advertisement		\$172.00					
Newton Daily News		\$96.00		10/31/2022	11/27/2022	Advertising	News Printing Company
Hometown Press		\$76.00		10/31/2022	11/27/2022	Advertising	Hometown Press
Maint-Office/Computer Equip		\$76.17					
The Shredder		\$48.00		11/7/2022	11/22/2022	Shredding Services	The Shredder
Premier Copier		\$28.17		10/25/2022	11/8/2022	Copier Contract	Premier Copier
Rent Payments		\$376.00					
T&L Properties	VJ4780	\$376.00		11/8/2022	11/22/2022	Shelter (Rent)	T&L Properties, Granger, Iowa
Utilities (Elec & Gas)		\$746.49					
MidAmerican Energy	KC6726	\$746.49		11/21/2022	12/6/2022	Utilities (Electric & Gas)	MidAmerican Energy
Natural Gas Payments		\$462.00					
Black Hills Energy	CM2868	\$231.00		11/9/2022	11/22/2022	Utilities (Natural Gas)	Black Hills Energy
Black Hills Energy	CM2868	\$231.00		11/21/2022	12/6/2022	Utilities (Natural Gas)	Black Hills Energy
Other Transportation (RIDE)		\$743.83					1190.1
Jack Ayres		\$41.25		11/3/2022	11/22/2022	Transport Veterans to Medical Appt October 2022	66.0 Jasper County Rides
Tom Bringmann		\$85.00		11/3/2022	11/22/2022	Transport Veterans to Medical Appt October 2022	136.0 Jasper County Rides
Bruce Coyle		\$93.19		11/3/2022	11/22/2022	Transport Veterans to Medical Appt October 2022	149.1 Jasper County Rides
Don Goode		\$108.75		11/3/2022	11/22/2022	Transport Veterans to Medical Appt October 2022	174.0 Jasper County Rides
Lori Korte		\$63.13		11/3/2022	11/22/2022	Transport Veterans to Medical Appt October 2022	101.0 Jasper County Rides
Bud Langmaid		\$22.50		11/3/2022	11/22/2022	Transport Veterans to Medical Appt October 2022	36.0 Jasper County Rides
Bruce Maach		\$53.75		11/3/2022	11/22/2022	Transport Veterans to Medical Appt October 2022	86.0 Jasper County Rides
Karen Staker		\$7.50		11/3/2022	11/22/2022	Transport Veterans to Medical Appt October 2022	12.0 Jasper County Rides
Sherman Swank		\$91.88		11/3/2022	11/22/2022	Transport Veterans to Medical Appt October 2022	147.0 Jasper County Rides
Bill Umbarger		\$65.00		11/3/2022	11/22/2022	Transport Veterans to Medical Appt October 2022	104.0 Jasper County Rides
Ron Wickman		\$111.88		11/3/2022	11/22/2022	Transport Veterans to Medical Appt October 2022	179.0 Jasper County Rides
Fica-County Portion		\$503.52					
IPERS-County Portion		\$643.45					
Employee Group Insurance		\$1,798.81					

Administrative Expenses				\$7,187.08
Transport Assistance	\$743.83	1190.1	Miles	
Shelter Assistance	\$376.00			
Food Assistance	\$0.00			
Utility Assistance	\$1,208.49			
Medical & Other Assistance	\$0.00			
Funeral Assistance	\$0.00			
Assistance Expenses				\$2,328.32
Outreach Expenses				\$0.00
Admin2 Expenses				\$2,945.78
Monthly Operating Expenses				\$12,461.18

Veteran Assistance				\$7,187.08
Food / Provisions VJ4780 - 0300				\$100.00
Food / Provisions MB7874 - 0301 - Fuel 6715				\$125.00
Food / Provisions KC6726 - 0302 - Fuel 6726				\$125.00
Food / Provisions WK1742 - 0303				\$100.00
Food / Provisions Total				\$450.00
Utilities (Electric & Gas)	KC6726	\$746.49		
Utilities (Natural Gas)	CM2868	\$462.00		
Shelter (Rent)	VJ4780	\$376.00		
Transport Veterans to Medical Appt October 2022	Jasper County Rides	\$743.83		
Monthly Operating Expenses				\$2,328.32

State Allocation Fund Balance	\$8,078.70
Public Donation Fund Balance	\$2,552.54

October 2022 Expense Report

Description	Code	Total \$	Miles	Date of Request	DATE of Check	What for?	Miles	Who Paid
Wages-Elected/Dept Head		\$4,424.14						
AlyssaWilson		\$2,212.07			10/12/2022	Salary		AlyssaWilson
Alyssa Wilson		\$2,212.07			10/26/2022	Salary		Alyssa Wilson
Wages - Part Time Assistant		\$2,288.00						
Keith Thorpe		\$1,019.20			10/12/2022	Wages		Keith Thorpe
Keith Thorpe		\$1,268.80			10/26/2022	Wages		Keith Thorpe
Wages-Vet Affairs Commission		\$150.00						
Marta Ford		\$50.00			10/25/2022	Attended		Marta Ford
Christofer Kingrey		\$0.00				Absent		Christofer Kingrey
Jerry Nelson		\$50.00			10/25/2022	Attended		
Matthew Smith		\$0.00				Absent		Matthew Smith
Sue Springer		\$50.00			10/25/2022	Attended		Sue Springer
Office Supplies		\$314.44						
Forbes Office Solutions		\$314.44		9/7/2022	10/27/2022	Black Ink Cartridge / Paper for Copier		Forbes Office Solutions
Advertisement		\$278.00						
Newton Daily News		\$112.00		9/30/2022	10/27/2022	Advertising		News Printing Company
Hometown Press		\$166.00		9/30/2022	10/27/2022	Advertising & (1) Year Subscription		Hometown Press
Employee Mileage/Meals		\$75.63						
Alyssa A. Wilson		\$75.63		10/28/2022	11/8/2022	Employee Mileage		Alyssa A. Wilson
Educational/Training Serv		\$60.00						
IACCVSO		\$60.00		9/29/2022	11/7/2022	2022 Fall School Alyssa A. Wilson		IACCVSO
Maint-Office/Computer Equip		\$76.17						
The Shredder		\$48.00		10/10/2022	10/25/2022	Shredding Services		The Shredder
Premier Copier		\$28.17			10/11/2022	Copier Contract		Premier Copier
Food/Provisions		\$980.00						
Fareway		\$980.00		10/28/2022	11/27/2022	Food / Provisions (10) \$100.00 Grocery Cards (Note: \$20.00 Cash Discount)		Fareway
Utilities (Elec & Gas)		\$460.63						
MidAmerican Energy	LS8728	\$460.63		10/6/2022	10/25/2022	Utilities (Electric & Gas)		MidAmerican Energy
Natural Gas Payments		\$231.00						
Black Hills Energy	CM2868	\$231.00		10/17/2022	11/7/2022	Utilities (Natural Gas)		Black Hills Energy
Other Transportation (RIDE)		\$811.59					1387.30	
Jack Ayres		\$98.28		10/6/2022	10/25/2022	Transport Veterans to Medical Appt September 2022	168.00	Jasper County Rides
Bruce Coyle		\$6.61		10/6/2022	10/25/2022	Transport Veterans to Medical Appt September 2022	11.30	Jasper County Rides
Don Goode		\$201.83		10/6/2022	10/25/2022	Transport Veterans to Medical Appt September 2022	345.00	Jasper County Rides
Bruce Maach		\$6.44		10/6/2022	10/25/2022	Transport Veterans to Medical Appt September 2022	11.00	Jasper County Rides
Grace Miller		\$42.12		10/6/2022	10/25/2022	Transport Veterans to Medical Appt September 2022	72.00	Jasper County Rides
Larry Pauley		\$11.70		10/6/2022	10/25/2022	Transport Veterans to Medical Appt September 2022	20.00	Jasper County Rides
Karen Staker		\$78.98		10/6/2022	10/25/2022	Transport Veterans to Medical Appt September 2022	135.00	Jasper County Rides
Carol Tweedt		\$46.80		10/6/2022	10/25/2022	Transport Veterans to Medical Appt September 2022	80.00	Jasper County Rides
Bill Umbarger		\$103.55		10/6/2022	10/25/2022	Transport Veterans to Medical Appt September 2022	177.00	Jasper County Rides
Ron Wickman		\$215.28		10/6/2022	10/25/2022	Transport Veterans to Medical Appt September 2022	368.00	Jasper County Rides
Fica-County Portion		\$503.19						
IPERS-County Portion		\$660.71						
Employee Group Insurance		\$1,820.48						

Administrative Expenses				\$7,666.38
Transport Assistance	\$811.59	1387.3	Miles	
Shelter Assistance	\$0.00			
Food Assistance	\$980.00			
Utility Assistance	\$691.63			
Medical & Other Assistance	\$0.00			
Funeral Assistance	\$0.00			
Assistance Expenses				\$2,483.22
Outreach Expenses				\$0.00
Admin2 Expenses				\$2,984.38
Monthly Operating Expenses				\$13,133.98

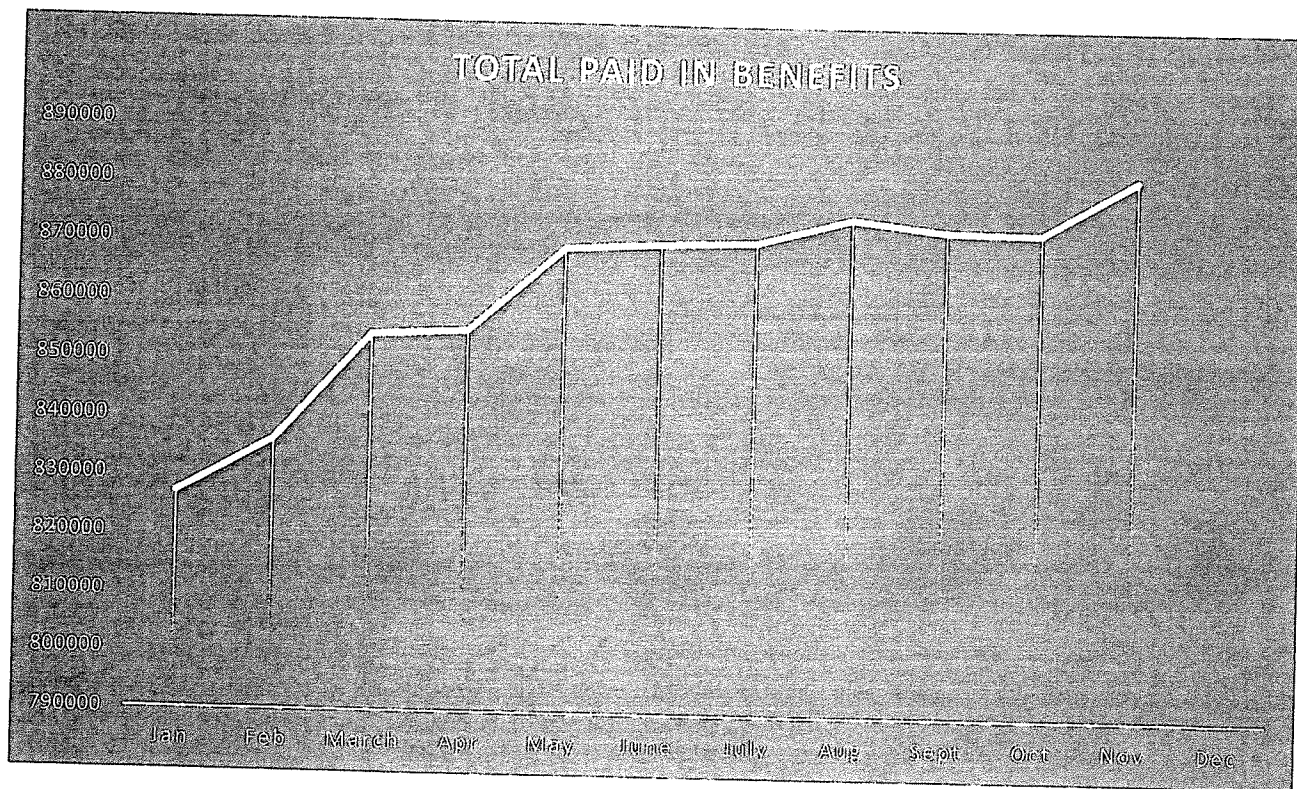
Veteran Assistance				\$7,666.38
Food / Provisions M87874 - 0035,36 Fuel 6688				\$225.00
Food / Provisions WL2050 - 0033				\$100.00
Food / Provisions GR9355 - 0037				\$100.00
Food / Provisions LM6464 - 0038				\$100.00
Food / Provisions RS6991 - 0039 Fuel 6691				\$125.00
Fuel TP1871 - 6703				\$25.00
Food / Provisions S12527 - 0040				\$100.00
Food / Provisions & Fuel Total				\$775.00
(10) \$100.00 Grocery Cards				\$980.00
Utilities (Electric & Gas)	LS8728			\$460.63
Utilities (Natural Gas)	CM2868			\$231.00
Transport Veterans to Medical Appt September 2022	Jasper RIDES			\$811.59
Monthly Operating Expenses				\$2,483.22

State Allocation Fund Balance		\$8,078.70
Public Donation Fund Balance		\$2,527.54

DESCRIPTION	Original Allocation	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Allocation Remaining	% Remaining
Wages-Elected/Dept Head	\$60,000.00	\$14,929.34	\$13,272.42	\$0.00	\$0.00	\$31,798.24	53.00%
Wages - Part Time Assistant	\$30,285.00	\$8,033.60	\$7,030.40	\$0.00	\$0.00	\$15,221.00	50.26%
Vet Affairs Comm-Expenses	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	100.00%
Wages-Vet Affairs Commission	\$2,400.00	\$450.00	\$200.00	\$0.00	\$0.00	\$1,750.00	72.92%
Office Supplies	\$1,000.00	\$466.24	\$589.27	\$0.00	\$0.00	-\$55.51	-5.55%
Magazines/Periodicals/Books	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	100.00%
Publications/Notices/Advertisement	\$2,500.00	\$519.00	\$683.00	\$0.00	\$0.00	\$1,298.00	51.92%
Postage/Mailing	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00	100.00%
Employee Mileage/Meals	\$800.00	\$182.52	\$166.51	\$0.00	\$0.00	\$450.97	56.37%
Educational/Training Serv	\$4,000.00	\$240.00	\$60.00	\$0.00	\$0.00	\$3,700.00	92.50%
Maint-Office/Computer Equip	\$2,000.00	\$1,357.18	\$276.51	\$0.00	\$0.00	\$366.31	18.32%
Dues/Memberships	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	100.00%
Total Admin Expenses	\$104,285.00	\$26,177.88	\$22,278.11	\$0.00	\$0.00		
Prescriptions/Med Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Inpatient/Outpatient	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Personal Items/Clothing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Food/Provisions	\$8,000.00	\$3,000.00	\$1,960.00	\$0.00	\$0.00	\$3,040.00	38.00%
Taxable Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Rent Payments	\$7,500.00	\$2,349.82	\$376.00	\$0.00	\$0.00	\$4,774.18	63.66%
Mortgage Payments	\$5,000.00	\$985.25	\$0.00	\$0.00	\$0.00	\$4,014.75	80.30%
Utilities (Elec & Gas)	\$3,000.00	\$677.78	\$1,207.12	\$0.00	\$0.00	\$1,115.10	37.17%
Utilities (Electric)	\$6,000.00	\$2,453.48	\$173.12	\$0.00	\$0.00	\$3,373.40	56.22%
Water Payments	\$2,000.00	\$471.53	\$125.63	\$0.00	\$0.00	\$1,402.84	70.14%
Natural Gas Payments	\$2,000.00	\$258.54	\$924.00	\$0.00	\$0.00	\$817.46	40.87%
Fuel Oil/Propane Payments	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	100.00%
Other Transportation (RIDE)	\$10,000.00	\$2,736.08	\$2,315.43	\$0.00	\$0.00	\$4,948.49	49.48%
Funeral Services	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00	100.00%
Care-Graves/Markers	\$2,500.00	\$924.24	\$924.24	\$0.00	\$0.00	\$651.52	26.06%
Medical/Health Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$51,000.00	\$13,856.72	\$8,005.54	\$0.00	\$0.00		
Fica-County Portion	\$6,700.00	\$1,725.90	\$1,006.71	\$0.00	\$0.00	\$3,967.39	59.21%
IPERS-County Portion	\$8,300.00	\$2,167.70	\$1,304.16	\$0.00	\$0.00	\$4,828.14	58.17%
Employee Group Insurance	\$24,494.00	\$5,396.43	\$3,619.29	\$0.00	\$0.00	\$15,478.28	63.19%
	\$39,494.00						

Second Quarter 2022 - 2023

DESCRIPTION	OCT	NOV	DEC	Quarterly Totals
Appointments				
Schedule	29	27	16	72
Walk In	31	35	27	93
Home Visits	5	5	1	11
Phone Calls (In & Out)	118	151	104	373
FEDERAL				
Pending Claims	146	147	152	147
COUNTY				
# of Veterans Assisted	9	5	6	20
Grave markers	14	4	4	22
Jasper Rides				
Unduplicated Veterans (#)	8	9	8	25



Jasper County RIDE Program
 VA RIDE
 Oct, Nov, Dec 2022

	Iowa City	Des Moines	Skiff	Newton Clinic	Newton - Other	Other Area Towns	Totals
Veterans Transported (unduplicated)							11
TOTAL RIDES for Veterans	7	17		1	13	15	53

Donita Huegel | Jasper County
Iowa State University Extension and Outreach
 Program Coordinator
 Retired and Senior Volunteer Program

550 N 2nd Ave W
 Newton, Iowa 50208
donitap@iastate.edu
 641.792.6433

AIA® Document A133™ - 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the Thirteenth day of January in the year 2023
(In words, indicate day, month, and year.)

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

Jasper County, Iowa
910 North 11th Ave East
Newton, IA 50208

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

Stahl Construction Company
861 E. Hennepin Ave, #200
Minneapolis, MN 55414

Iowa Office:
1861 SE Princeton Drive, Suite 600
Grimes, IA 50111

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

CMAR Services for the New Secondary Roads Liberty Avenue Yard

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

frk Architects and Engineers
2600 Westown Parkway, #340
West Des Moines, IA 50266

The Owner and Construction Manager 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.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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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, as described in Section 4.1.1:

(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's program is as described in the Owner's Request for Proposal (RFP) issued on December 14, 2022 (the "RFP") and the Owner's Request for Qualifications (RFQ) issued on November 15, 2022 (the "RFQ"). Together, these two documents are referred to in this Agreement as the Owner's "Proposal Documents."

§ 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.)

See the Owner's Proposal Documents and related drawings.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

Estimated construction budget for Phase 1 is \$3,000,000. Budget for additional phases to be determined.

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

.1 Design phase milestone dates, if any:

See the Owner's Proposal Documents

.2 Construction commencement date:

Approximately April to June 2023 – to be defined further as preconstruction schedules are developed

.3 Substantial Completion date or dates:

Approximately December 2023 – to be defined further as preconstruction schedules are developed

.4 Other milestone dates:

Preconstruction for Phase 1 to commence in January 2023

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

N/A

§ 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.)

N/A

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

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

The Owner anticipates a two-year term for the Construction Manager to provide preconstruction and construction services for Phase 1 as generally defined in the Owner's Proposal Documents. In the event the Phase 1 takes more than two years, ending on December 31, 2024, the compensation to the Construction Manager shall be fairly and reasonably adjusted for the additional duration via contract amendment. Scope, budget, and schedule of future phases, both preconstruction and construction, including compensation for and scope of construction services, shall be established by contract amendment 60 days prior to the end of the initial contract term. Contract shall then be extended by a term set by the Owner and agreed to by the Construction Manager at that time.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Michael J. Frietsch, P.E., FMP
County Engineer

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

N/A

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

.1 Geotechnical Engineer:

Team Services

.2 Civil Engineer:

Jasper County Engineering Department.

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

Calhoun-Burns & Associates, West Des Moines and IMEG, Urbandale are retained under frk Architects for structural and mechanical, electrical, and plumbing engineers

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

As designated from time to time by the Architect

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Brian Norton, Project Manager
bnorton@stahlconstruction.com
515.357.1934

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

The Construction Manager shall provide competent personnel as reasonably necessary to carry out the scope of the preconstruction work described in the Owner's Proposal Documents.

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

The Construction Manager shall exercise reasonable judgment in selecting its subcontractors to carry out construction services.

§ 1.1.15 Other Initial Information on which this Agreement is based:

N/A

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, the Proposal Documents, Drawings, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in the Proposal Documents and in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. To the extent of conflict between the Proposal Documents and other provisions of this Agreement, the Proposal Documents shall control. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and 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 Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using 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.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

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

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

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

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

N/A

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201-2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201-2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 – INTENTIONALLY DELETED

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing 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.

§ 4.1.4.3 The Owner, when such services are requested, 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.

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

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

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. 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.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase 1 services as described in the Proposal Documents, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

\$15,000, payable in three, equal monthly installments of \$5,000 as preconstruction progresses.

For preconstruction services of future phases, the Construction Manager's fee shall be as agreed in a contract amendment executed by the parties.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

N/A

Individual or Position

Rate

N/A

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation

for Preconstruction Phase services shall be equitably adjusted. If the Agreement is not completed by December 31, 2024, through no fault of the Construction Manager, the Construction Manager's compensation for any subsequent services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager'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 Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

Prevailing statutory rate

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

2.5% of the actual cost of construction.

The Construction Manager's Fee includes profit as well as the indirect cost of administrative and management personnel stationed at the home office, including services of a project manager, assistant project manager, and project accountant. The Fee does not include the direct cost of field supervision, including the services of a Superintendent (with pickup truck), to be billed as a Cost of the Work at the Construction Manager's standard rate of \$23,760 per month (prorated on a per day basis for partial months), the cost of insurance, and other miscellaneous items as detailed in this Agreement as the Cost of the Work.

At the time the final construction schedule is completed, reimbursement for Superintendent's time shall be capped by the number of months of onsite construction shown in the schedule. The cap shall not prevent billing for extra months and partial months of time necessitated by delays outside the Construction Manager's reasonable control.

In the event construction is not commenced within six months of the date of this Agreement, the rate charged for superintendent and pickup truck may be reasonably adjusted.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

5% markup on additive changes. No Fee adjustment on deductive changes. These provisions are to be applied separately to additive and deductive items in combination change orders with additive and deductive changes.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

N/A

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed 100 percent (100%) of the standard or customary rental rate paid at the place of the Project under the terms and circumstances at the time of rental.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

100% of savings to the Owner

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201-2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201-2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval. Costs of the Construction Manager's superintendent, and any needed assistants, shall be paid as part of the Cost of the Work at the rates specified in this Agreement.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

None – included in Fee.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract using the Construction Manager's customary formulas.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of,

or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term “related party” shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9. Provided, however, the Construction Manager uses a related company, Tekton Construction Company, for general conditions work, demolition, and some carpentry. Use of this related company may be made without prior Owner authorization and approval.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager’s personnel stationed at the Construction Manager’s principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager’s principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager’s capital expenses, including interest on the Construction Manager’s capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs (other than those incurred for punch list and warranty items when such costs are below the GMP) due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's employees shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to examine the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the fifth day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the fifth day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate

that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten percent

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

General conditions costs, including insurance, amounts payable to materials-only Subcontractors and other suppliers, and Fee shall not be subject to retainage.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Half of retainage to be released and paid upon substantial completion; the remaining retainage to be released upon final completion.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

Owner may hold back from release of retainage up to 120% of the reasonably estimated cost of completing punch list items.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;

- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

As provided by Iowa law

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

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

(Insert rate of interest agreed upon, if any.)

At the prevailing legal rate of interest

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201-2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Article 15 of AIA Document A201–2017
- Litigation in (Jasper County, Iowa)
- Other: *(Specify)*

If the Owner and Construction Manager 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, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as

the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

Costs of the Work and Fee up to the effective date of termination, plus all direct, out-of-pocket costs of demobilization, suspension of contracts, and other activities and events resulting from the termination. The Owner will be responsible for assuming and discharging all contractual obligations incurred by the Construction Manager prior to termination.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than \$1 million for each occurrence and \$2 million in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than \$1 million 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.

§ 14.3.1.3 The Construction Manager 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 that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, 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.

§ 14.3.1.4 Workers’ Compensation at statutory limits and Employers Liability with policy limits not less than \$1 million each accident, \$1 million each employee, and statutory policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than \$1 million per claim and \$2 million in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Excess/Umbrella	At least \$5 million

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager 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 Construction Manager’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.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 14.5 Other provisions:

N/A

ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5 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

- .6 Other Exhibits:
(Check all boxes that apply.)

AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

- .7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or

proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

N/A

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

OWNER *(Signature)*

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

Cathy Schmidt, President and CEO
(Printed name and title)

**Proposal to Update the
2005 Jasper County Geodetic Control Network
01-12-2023**

A. PURPOSE

The purpose of this estimate is to provide all the labor and materials required to update and modernize the existing 2005 Jasper County geodetic control network. The network update will support the future National Spatial Reference System (NSRS) modernization including the modernized Iowa State Plane Coordinate System.

B. INTRODUCTION

The original Jasper County geodetic control monuments were installed in 2005. A county-wide GPS network provided state plane coordinates tied to the existing NGS horizontal and vertical datums. NGS is currently in the process of replacing the existing datums. The modernized 2022 datums will have significant coordinate shifts in the magnitude of 2.2 meters horizontally and 0.75 meters vertically. To prepare for the modernized 2022 horizontal and vertical datums, NGS recommends new GPS field observations and subsequent countywide network adjustment.

New "static" GPS field observations will be required to readjust the Jasper County network to the current NAD83(2011) datum. The new GPS field observations will guarantee the correct positional accuracy of the existing network monuments. The new GPS field observations will also support the future 2022 datums and the computation of the new Iowa State Plane Coordinates based upon the geodetic control defined in the NSRS modernization.

C. SCOPE OF SERVICES

Dan Corbin, Inc. (DCI) will provide all the labor and equipment required to perform a complete post-processed "static" GPS survey. New GPS field observations will be collected for the entire network of permanent Jasper County GPS monuments.

A new countywide least squares network adjustment will be completed. All processed data and error factors will be computed using a 95% confidence factor. The minimum and maximum ratios of the fully constrained adjustment shall be included in the report. The new network will be directly tied horizontally to the latest NAD83(2011) datum and vertically to the latest NAVD88 datum.

A network adjustment summary including the final adjustment statistics, network vector map, AutoCAD drawing with point locations, and a xyz coordinate listing with complete point attributes will be provided in hard copy and digital form. Coordinates will be provided in the Iowa State Plane South Zone (1402) and in the IaRCS Zone 9 projection.

The GPS field observations and network adjustment will be performed under the direct supervision of Gary G. Brown P.L.S. a duly licensed Land Surveyor in the State of Iowa.

A complete set of the raw GPS observations including the final post-processed network vectors will be archived and saved for future use by the County. Utilizing the archived observations will greatly reduce the cost of future network re-adjustments.

D. PRE-SURVEY MONUMENT RECONNAISSANCE (Spring of 2023)

Prior to the new GPS field observations all the Jasper Co. network monuments will be field located.

- Monuments will be uncovered and/or dug out.
- Brush and weeds will be cut back.
- Monuments will be left in a "tripod ready" condition.
- A numbered and flagged lathe will be set at each site.
- A close-up picture of the monument and a site picture will be captured at each site.
- An Excel listing of the current field conditions and digital copies of the pictures will be submitted to the County Engineer for review.

Reconnaissance Cost \$8,250

E. REPLACE DESTROYED MONUMENTS (per Co. Engineer's approval)

Install new Berntsen driven rod monuments complete with new survey caps encased in PVC pipes with aluminum access covers. Cost = \$947 per mobilization + \$1021 per monument (As an example, the cost to replace 2 monuments is: \$947 + (2 x \$1021) = \$2,989)

F. NA2011 NETWORK ADJUSTMENT (110 network monuments) (Summer of 2023)

New static GPS field observations and least squares network adjustment including the PLS Certification by Gary G. Brown for the re-measure and network adjustment. Post-processed GNSS vectors to select Continuously Operating Reference Stations (CORS) and/or laRTN stations will be included in the network.

Cost \$38,776

G. NA2011 MONUMENT RECORDS (Winter of 2023/24)

Republish the Monument Records from the 2005 Jasper Co. GPS Report with the new NA2011 point coordinate data and attributes including the laRCS Zone 9 coordinates. Republish with the existing field ties. Provide one hard copy and one digital copy.

Cost \$4,217

H. MODERNIZED NATRF 2022 "Level 1" NETWORK ADJUSTMENT (2025 per NGS)

Using the archived static network vectors from this contract, release the network from the obsolete geodetic control, lock the network to the new 2022 geodetic control and re-adjust the Jasper County control network to the North American Terrestrial Reference Frame (NATRF) of 2022. Republish the Monument Records from the Jasper Co. GPS Report with the new modernized 2022 coordinate data and attributes including the new modernized Zone 9 Iowa State Plane Coordinates. Republish with the existing field ties. Provide one hard copy and one digital copy.

Cost \$7,017

I. TERMS AND CONDITIONS

The services performed for this project will be invoiced as the work is completed. The costs provided in this contract are good faith estimates. DCI will not exceed these costs without previous consent from the Client. In the event the scope of service does change and require additional work; all additional work will be invoiced at an hourly rate of \$175/hr.

Payment terms are as follows: Net 30 days – 1.5% per month on all accounts over 30 days unless otherwise specified by the Client at the time of contract.

The costs in this Proposal are valid for 90 days from the date hereof and become binding if signed and delivered by both parties during that period.

J. LIMITATION OF DAMAGES

In the event of the breach of this Agreement by either party, it's agents or employees, or any claim of damages by one party against the other, based on any legal or equitable claim, the parties agree that the amount of damages that may be recovered by any party shall be limited to a sum no greater than the total amount of the payments to be made pursuant to this Agreement.

K. SAVING CLAUSE

Should any provisions of this contract be deemed unenforceable by a court of law, all the other provisions shall remain in effect.

Dan Corbin, Inc.
28 River Ridge Lane
Cedar Falls, IA 50613
Email: dcorbin@cfu.net

Jasper County

By: Dan Corbin
Dan Corbin, President

By: _____
Jasper County

Date 1-17-2025

Date _____

Attest:

Jenna Jennings, Auditor

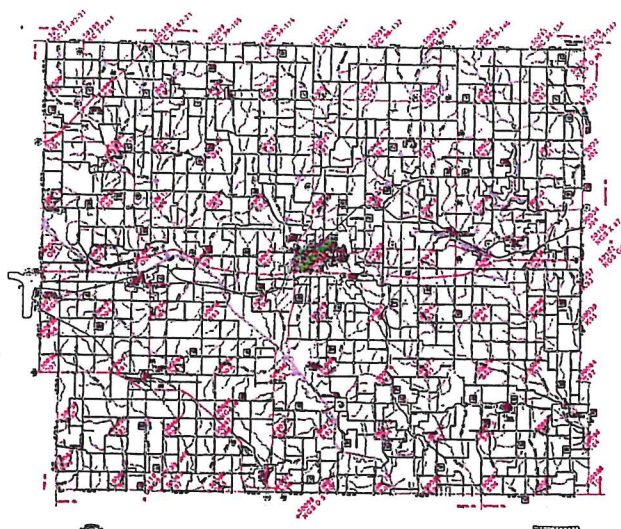
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2023 Ann-COBS

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2023 Tama-COBS

100227
2023 Boone-COBS

100229
2023 Des Moines-COBS



**Jasper Co, IA
2023
Geodetic
Control Network**

Prepared by:
Dan Corbin, Inc.
01-12-2023



100230
2023 Dallas-COBS

100230
2023 Dallas-COBS

Tuesday, January 10, 2023, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Stevenson, Talsma, and Cupples present and accounted for; Chairman Talsma presiding.

Jeff Davidson from JEDCO discussed the recommendation of an application to the Federal Local Assistance and Tribal Consistency Fund. Jasper County is eligible for \$50,000 in FY2022 and \$50,000 in FY2023 for a total of \$100,000. The deadline is January 31, 2023, to apply for the funds. The funds can be used alongside ARPA funds. The Board concurred that the County should apply for the funds.

HR Director, Dennis Simon, presented the new 2023 IRS standard mileage rates, moving the rate from .625 to .655 cents per mile.

Motion by Cupples, seconded by Stevenson to increase the mileage rates to match the IRS rates of .655 cents per mile.

YEA: STEVENSON, CUPPLES, TALSMAS

Motion by Stevenson, seconded by Cupples to adopt Resolution 23-02, a hiring resolution certifying the following appointment to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Sheriff's Office	PT Advanced Life Provider (Paramedic)	Justin Smith	\$21.00	Standard Rate	01/28/2023

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Sheriff's Office	PT Advanced Life Provider (Paramedic)	Logan Derry	\$21.00	Standard Rate	01/29/2023

YEA: STEVENSON, TALSMAS, CUPPLES

A complete copy of the Resolution is on file in the Office of the Jasper County Auditor.

Engineer, Mike Frietsch, requested approval to award Stahl Construction the CMAR Phase 1 contract for the proposed Secondary Roads Liberty Ave Yard Project.

Motion by Cupples, seconded by Stevenson to approve awarding Stahl Construction the CMAR Phase 1 contract.

YEA: STEVENSON, CUPPLES, TALSMAS

Engineer, Mike Frietsch, presented a Memorandum of Understanding between Jasper County and Iowa Regional Utilities Association. There is 500 feet of 3" water main that conflicts with the realignment of W 116th St S. This realignment is necessary due to the replacement of bridge 011 over Squaw Creek on F-48 W. Total cost to move the water main will be \$5,332.21. Mike will add the SWAP definition to section 1, paragraph 2 as requested by Attorney Nicholson.

Motion by Cupples, seconded by Stevenson to approve the Memorandum of Understanding with Iowa Regional Utilities Association with the addition of the SWAP definition.

YEA: STEVENSON, TALSMAS, CUPPLES

Motion by Stevenson, seconded by Cupples to approve Sheriff's Quarterly Report for the period beginning October 1, 2022 and ending December 31, 2022.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to approve Recorder's Quarterly Report for the period beginning October 1, 2022 and ending December 31, 2022.

YEA: STEVENSON, TALSMA, CUPPLES

Jasper County Farm Lease Agreement was amended to update the total acres from 278.30 to 262.54 with the development of the new Engineer's yard. The annual cash rent was also updated to reflect the decrease in acres from \$75,975.90 annually to \$74,298.82. The lease will commence on March 1, 2023 and end on February 28, 2027.

Motion by Cupples, seconded by Stevenson to approve the amended Farm Lease Agreement.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to approve Board of Supervisors minutes for January 3, 2023.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to appoint Denny Stevenson to all the boards that Denny Carpenter had previously been serving on with the exception of Aging Resources and E911 boards. Brandon Talsma will serve on the E911 board. Cupples will be serving on Aging Resources and Stevenson will be serving on Central Iowa Juvenile Detention Center.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to adjourn the Tuesday, January 10, 2023 meeting of the Jasper County Board of Supervisors.

YEA: STEVENSON, TALSMA, CUPPLES

Jenna Jennings, Auditor

Brandon Talsma, Chairman