

Jasper County, Iowa Board of Supervisors

PO Box 944, Newton, IA Phone: 641-792-7016 Fax: 641-792-1053

Denny Carpenter

Doug Cupples

Brandon Talsma

June 28, 2022

9:30 a.m.

www.jasperia.org

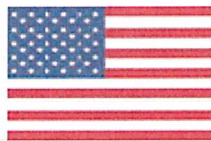
Live Stream: <https://jasper.zoom.us/j/97712718501>

Meeting ID: 977 1271 8501

Dial In: +1-312-626-6799

- Anyone that has an item on the agenda must appear in person for the Board to consider it. -

Pledge of Allegiance



- Item 1** **Engineer – Michael Fritsch**
 - a) Agreement for Professional Engineering Services – W Main St Bridge Replacement Over Local Stream – FHWA NO. FM-C050()- -55-50 FHWA NO. - - -

- Item 2** **2022 Homestead Allowance Disallowance & Military Allowance Disallowance Recommendations**

- Item 3** **Resolution to make FY2022-2023 Appropriation**

- Item 4** **Approval of Temporary Liquor License**
 - a) For Baxter Fun Days Committee at 6253 N 95th Ave W on July 6 - July 10, 2022

- Item 5** **Approval of Cigarette/Tobacco/Nicotine/Vapor Permits**
 - a) Exit 163, Inc
 - b) Izaak Walton League

- Item 6** **Human Resources – Dennis Simon**
 - a) Hiring Resolution for Sheriff's Office, Deputy Sheriff – Ben Bailey

- Item 7** **Approval of the Claims paid through June 28, 2022**

- Item 8** **Approval of Board of Supervisors Minutes for June 21, 2022**

PUBLIC INPUT & COMMENTS

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

**W. MAIN STREET BRIDGE REPLACEMENT
OVER LOCAL STREAM**

PROJECT NO. FM-C050()--55-50

FHWA NO. - - -

**JASPER COUNTY
MINGO, IOWA**

**CALHOUN-BURNS AND ASSOCIATES, INC.
WEST DES MOINES, IOWA**

This is an Agreement effective as of _____, 2022 (“Effective Date”) between Jasper County, Iowa, party of the First Part, hereinafter referred to as the “COUNTY” and Calhoun-Burns and Associates, Inc., West Des Moines, Iowa, doing business as a corporation incorporated under the laws of Iowa, Party of the Second Part, hereinafter referred to as the “STRUCTURAL ENGINEER”. COUNTY retains STRUCTURAL ENGINEER to perform professional services, in connection with the replacement of the W. Main Street Bridge over local stream; Project Number FM-C050()-55-50, (FHWA No. - - -), hereinafter referred to as the “Assignment”. The preliminary design phase is to be completely funded with County funding.

COUNTY and STRUCTURAL ENGINEER, in consideration of their mutual covenants as set forth herein, agree as follows:

ARTICLE 1 – STRUCTURAL ENGINEER’S SERVICES

1.01 Scope

- A. STRUCTURAL ENGINEER shall provide the services set forth in Exhibit A.
- B. Upon this Agreement becoming effective, STRUCTURAL ENGINEER is authorized to begin services as set forth in Exhibit A.
- C. If authorized in writing by COUNTY, and agreed to by STRUCTURAL ENGINEER, services beyond the scope of this Agreement will be performed by STRUCTURAL ENGINEER for additional compensation.

ARTICLE 2 – COUNTY’S RESPONSIBILITIES

2.01 General

- A. COUNTY shall have the responsibilities set forth herein and in Exhibit A.

ARTICLE 3 – TIMES FOR RENDERING SERVICES

- 3.01** STRUCTURAL ENGINEER’s services will be performed within the time period or by the date stated in Exhibit A.
- 3.02** If STRUCTURAL ENGINEER’s services are delayed or suspended in whole or in part by COUNTY, STRUCTURAL ENGINEER shall be entitled to equitable adjustment of the time for performance and rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by STRUCTURAL ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 – PAYMENTS TO STRUCTURAL ENGINEER

4.01 Method of Payment for Services of STRUCTURAL ENGINEER

A. COUNTY shall pay STRUCTURAL ENGINEER for services rendered under this Agreement as follows:

1. Preliminary Design Phase Services.

- a. Hydraulic Analysis: Lump Sum = \$ 4,690.00
- b. Preliminary Bridge and Approach Roadway Design, Detailing and Drafting: Lump Sum = \$ 13,430.00
- c. Administration, Coordination and Submittals During Preliminary Design Phase: At Current Hourly Rates and Actual Expenses
Estimated at \$ 3,435.00
- d. Field Survey and Base Map Preparation (Clapsaddle-Garber Associates, Inc.): Lump Sum = \$ 6,800.00
- e. Initial Assessment of US Army Corp of Engineers (COE) Requirements (EOR Iowa): Lump Sum = \$ 150.00
- f. If Required by COE, Protected Species Assessment and Wetland Delineation (EOR Iowa): None Anticipated
- g. Environmental Services (Iowa Environmental Services): At Actual Cost
Estimated at \$ 750.00

2. Final Design Phase, Bid Phase and Construction Phase Services will be negotiated by Supplemental Agreement.

3. The amount billed for STRUCTURAL ENGINEER’s services listed in items A.1.a through A.1.c above will be based on the percent complete of the Assignment and/or actual hours charged during the billing period.

4.02 Other Provisions Concerning Payment

A. *Compensation Amounts.*

When the compensation amounts have been stated herein and it subsequently becomes apparent to STRUCTURAL ENGINEER that a compensation amount thus established will be exceeded, STRUCTURAL ENGINEER shall give COUNTY written notice thereof. Promptly thereafter COUNTY and STRUCTURAL ENGINEER shall review the matter of services remaining to be performed and compensation for such services. COUNTY shall either agree to such compensation exceeding said estimated amount or COUNTY and STRUCTURAL ENGINEER shall agree to a reduction in the remaining services to be rendered by STRUCTURAL ENGINEER, so that total compensation for such services will not exceed said estimated amount when such services are completed.

B. *Adjustments.*

1. STRUCTURAL ENGINEER's compensation is conditioned on time to complete the Assignment not exceeding the time identified in Exhibit A. Should the time to complete the Assignment be extended beyond this period due to reasons not the fault of and beyond the control of STRUCTURAL ENGINEER, the total compensation to STRUCTURAL ENGINEER shall be appropriately adjusted.

C. *Reimbursable Expenses.*

Reimbursable expenses means the actual expenses incurred by STRUCTURAL ENGINEER directly in connection with the Assignment. All reimbursable expenses are included in the Lump Sum amount identified in paragraph 4.01, items A.1.a through A.1.c.

D. *For Additional Services.*

COUNTY shall pay STRUCTURAL ENGINEER for all services not included in the scope of this Agreement at the rates shown on Exhibit C, or on the basis agreed to in writing by the parties at the time such services are authorized by COUNTY.

ARTICLE 5 – DESIGNATED REPRESENTATIVES

- 5.01** Contemporaneous with the execution of this Agreement, STRUCTURAL ENGINEER and COUNTY shall each designate specific individuals as STRUCTURAL ENGINEER's and COUNTY's representatives with respect to the services to be performed or furnished by STRUCTURAL ENGINEER and responsibilities of COUNTY under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of their respective party.

ARTICLE 6 – CONTENT OF AGREEMENT

- 6.01** The following Exhibits are incorporated herein by reference:
- A. Exhibit A, "Further Description of Services, Responsibilities, Time, and Related Matters", consisting of pages A1 through A3.
 - B. Exhibit B, "Standard Terms and Conditions", consisting of pages B1 through B5.
 - C. Exhibit C, "Hourly Billing Rates".

6.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 4, inclusive, together with the Exhibits identified in paragraph 6.01) constitutes the entire Agreement between COUNTY and STRUCTURAL ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

COUNTY:

STRUCTURAL ENGINEER:

Michael Frietsch, P.E.
Jasper County Engineer

Jeff M. Fadden, P.E.
Vice President

Date: _____

Date: 6/23/22

Addresses for giving notice:

910 N. 11th Ave. E.
Newton, IA 50208

Addresses for giving notices:

1500 30th Street
West Des Moines, IA 50266

Designated Representative (Paragraph 5.01):

Michael Frietsch, P.E.
Jasper County Engineer
Phone No.: (641) 792-5862
Email: mfrietsch@jasperia.org

Designated Representative (Paragraph 5.01):

Terry A. Cole, P.E.
Project Manager
Phone No.: (515) 224-4344
Email: tcole@calhounburns.com

Brandon Talsma, Board Chairperson

Attest:

Dennis K. Parrott, Auditor

Initial: _____
COUNTY _____
STRUCTURAL ENGINEER _____

EXHIBIT A

Specific articles of the Agreement are amended and supplemented to include the following agreement of the parties:

A.1.01 STRUCTURAL ENGINEER's Services

A. PRELIMINARY DESIGN PHASE SERVICES:

1. Arrange for site topographic survey and base mapping from Clapsaddle-Garber Associates, Inc.
2. Perform preliminary stream hydraulic analysis for evaluating flood flows and sizing the new bridge. Hydraulic analysis will be limited to utilizing the Iowa Department of Transportation (IDOT) Backwater Program, and Federal Highway Administration (FHWA) HY-8 Program.
3. Provide preliminary design, details, and drafting of preliminary plans for a multi-cell reinforced concrete box (RCB) culvert.
4. Provide preliminary design, details, and drafting of preliminary plans for the reconstruction of W. Main Street to "touchdown" limits, or a maximum of 200' total. Typical section will be a paved rural section with earthen shoulders and open ditches. Preliminary need lines for additional permanent right-of-way and/or temporary construction easement limits will be identified.
5. The following sheets are anticipated within the Preliminary Plan set:
 - a. Title Sheet
 - b. Bridge Situation Plan
 - c. Roadway Typical Section
 - d. Plan and Profile (1) or General Plan
 - e. Cross Sections (2)
6. Request from the IDOT the completion of a Phase IA Archaeological and Historical Architectural Assessment by their consultant, Blane Nansel.
7. Governing specifications will be the current IDOT Standard Specifications for Highway and Bridge Construction, and applicable general supplemental specifications, developmental specifications, and special provisions.
8. Provide typical administration and general coordination with COUNTY staff during the preliminary design and plan preparation phase. Attend up to one (1) telephone meeting with COUNTY staff. Submit completed Preliminary Plans, and Joint Application Form to the COUNTY, Iowa Department of Natural Resources (IDNR), and US Army Corps of Engineers (COE) for review and approval. Provide Preliminary Opinion of Probable Construction Cost to COUNTY staff at the time of Preliminary Plan turn-in.
9. Arrange for paint and material sampling and testing of the existing bridge by Iowa Environmental Services. This environmental sampling and testing is required by the governing construction specifications to identify and notify the contractor of the presence of lead and chromium based paint and asbestos material.

10. Arrange for an Initial Assessment of COE requirements from EOR Iowa, LLC.
11. Arrange for wetland delineation and threatened and endangered species assessment as required by COE from EOR Iowa, LLC. None anticipated.
12. Coordinate a Phase IA Archaeological and Historical Architectural Assessment by Blane Nansel, a consultant to the IDOT.

B. FINAL DESIGN, BID, AND CONSTRUCTION PHASE SERVICES:

Services to be completed by the STRUCTURAL ENGINEER following approval of the Preliminary Plans by the COUNTY, IDNR, and COE may include:

1. Wetland mitigation design and plans.
2. Geotechnical investigations.
3. Final bridge design, details, and drafting of plans.
4. Final roadway reconstruction and COUNTY owned utility relocation design, details, and plans.
5. Final Opinion of Probable Construction Cost.
6. Coordination with and final plan submittals to the COUNTY.
7. Coordination with and submittals to private utility companies affected by the project.
8. Preparation of acquisition plats for permanent right-of-way and/or temporary construction easements.
9. Bid and construction phase services.

The above services, and any other requested or required services by the COUNTY or any of the other required review agencies, are to be negotiated by Supplemental Agreement.

A.2.01 COUNTY's Responsibilities

- A. COUNTY shall do the following in a timely manner, so as not to delay the services of the STRUCTURAL ENGINEER:
 1. Complete and sign Determination of Effect (DOE) Form.
 2. Assist with submittals required by review agencies which have jurisdiction and permit authority on this bridge replacement project.
 3. Coordinate and meet with City of Mingo staff, Mayor and Council as required to inform them on project status and details. Attend public information meeting(s) to provide same information.
 4. Assist in the coordination of any private utility company relocations necessitated by the project.
 5. Negotiate and obtain any required permanent right-of-way and/or temporary construction easement for the project.

6. Provide any applications, public notices, and fees required by the IDNR related to a National Pollution Discharge Elimination System (NPDES) permit obtained for the project prior to construction.

- B. STRUCTURAL ENGINEER shall be entitled to use and rely upon all such information and services provided by the COUNTY or others in performing STRUCTURAL ENGINEER's services under this Agreement.

- C. COUNTY shall bear all costs incident to compliance with its responsibilities pursuant to this paragraph A.2.01.

A.3.01 Times for Rendering Services

- A. Work under this Agreement shall begin no later than 20 days after being notified by the COUNTY with a written notice to proceed. Upon execution of this Agreement, the STRUCTURAL ENGINEER and the COUNTY may establish a schedule of work completion. Failure of the STRUCTURAL ENGINEER to maintain progress in accordance with this schedule may be cause for termination of the Agreement.

- B. STRUCTURAL ENGINEER's services under this Agreement will be considered complete when all deliverables set forth in Paragraph A.1.01. A. are submitted to COUNTY, and when compensation for the services set forth in Paragraph 4.01.A.1 is received by STRUCTURAL ENGINEER.

Initial:
COUNTY _____
STRUCTURAL ENGINEER _____

EXHIBIT B

Article 6 of the Agreement is amended and supplemented to include the following agreement of the parties:

B.6.01.B Standard Terms and Conditions

1. Standard of Care

The standard of care for all professional services performed or furnished by STRUCTURAL ENGINEER under this Agreement will be the care and skill ordinarily used by members of STRUCTURAL ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. STRUCTURAL ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with STRUCTURAL ENGINEER's services.

2. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of COUNTY and STRUCTURAL ENGINEER and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either COUNTY or STRUCTURAL ENGINEER. STRUCTURAL ENGINEER's services under this Agreement are being performed solely for COUNTY's benefit, and no other entity shall have any claim against STRUCTURAL ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. COUNTY agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

3. Payments to STRUCTURAL ENGINEER

Invoices will be prepared in accordance with STRUCTURAL ENGINEER's standard invoicing practices and will be submitted to COUNTY by STRUCTURAL ENGINEER monthly, unless otherwise agreed. Upon acceptance by the COUNTY, payment will be made promptly. Final payment will be made upon submittal of deliverables described in Exhibit A.

4. Insurance

STRUCTURAL ENGINEER will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to COUNTY upon request.

5. Indemnification and Allocation of Risk

a. To the fullest extent permitted by law, STRUCTURAL ENGINEER shall indemnify and hold harmless COUNTY, COUNTY's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of STRUCTURAL ENGINEER or STRUCTURAL ENGINEER's officers, directors, partners and employees in the performance of STRUCTURAL ENGINEER's services under this Agreement.

b. To the fullest extent permitted by law, COUNTY shall indemnify and hold harmless STRUCTURAL ENGINEER, STRUCTURAL ENGINEER's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of COUNTY or COUNTY's officers, directors, partners, employees and consultants with respect to this Agreement.

c. To the fullest extent permitted by law, STRUCTURAL ENGINEER's total liability to COUNTY and anyone claiming by, through, or under COUNTY for any injuries, losses, damages and expenses caused in part by the negligence of STRUCTURAL ENGINEER and in part by the negligence of COUNTY or any other negligent entity or individual, shall not exceed the percentage share that STRUCTURAL ENGINEER's negligence bears to the total negligence of COUNTY, STRUCTURAL ENGINEER, and all other negligent entities and individuals.

d. In addition to the indemnity provided under paragraph B.6.01.B.5.b. of this Exhibit, and to the fullest extent permitted by law, COUNTY shall indemnify and hold harmless STRUCTURAL ENGINEER and STRUCTURAL ENGINEER's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this paragraph B.6.01.B.5.d shall obligate COUNTY to indemnify any individual or entity to the extent of that individual or entity's own negligence or willful misconduct.

6. Dispute Resolution

a. COUNTY and STRUCTURAL ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") to mediation.

b. If a party alleges a dispute or controversy with the other party arising out of or relating to the performance of services under this Agreement, then either party shall have the right to request mediation within 30 days after the claiming party has provided the other party with written notice describing the dispute and the claiming party's position with reference to the resolution of the dispute.

c. Except as otherwise agreed, mediation will proceed pursuant to the Construction Industry Mediation Rules of the American Arbitration Association in effect on the Effective Date of the Agreement. A mediator will be appointed within 30 days of receipt of a written request. The mediator will endeavor to complete the mediation within 30 days thereafter.

d. No performance obligation under or related to this Agreement shall be interrupted or delayed during any mediation proceeding except upon written agreement of both parties.

e. The mediator shall not be a witness in any legal proceedings related to this Agreement.

7. Termination of Contract

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, COUNTY shall pay to STRUCTURAL ENGINEER all amounts owing to STRUCTURAL ENGINEER under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.

8. Access

COUNTY shall arrange for safe access to and make provisions for STRUCTURAL ENGINEER to enter upon public and private property as required for STRUCTURAL ENGINEER to perform services under this Agreement.

9. Hazardous Environmental Conditions

It is acknowledged by both parties that STRUCTURAL ENGINEER's scope of services does not include any services related to a "Hazardous Environmental Condition", i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Assignment. In the event STRUCTURAL ENGINEER or any other party encounters a Hazardous Environmental Condition, STRUCTURAL ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until COUNTY: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. COUNTY acknowledges that STRUCTURAL ENGINEER is performing professional services for COUNTY and that STRUCTURAL ENGINEER is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with STRUCTURAL ENGINEER's activities under this Agreement.

10. Patents

STRUCTURAL ENGINEER shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.

11. Ownership and Reuse of Documents

All documents prepared or furnished by STRUCTURAL ENGINEER pursuant to this Agreement are instruments of service, and STRUCTURAL ENGINEER shall retain an ownership and property interest therein. Reuse of any such documents by COUNTY shall be at COUNTY's sole risk; and COUNTY agrees to indemnify, and hold STRUCTURAL ENGINEER harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by COUNTY or by others acting through COUNTY.

12. Use of Electronic Media

a. Copies of Documents that may be relied upon by COUNTY are limited to the printed copies (also known as hard copies) that are signed or sealed by the STRUCTURAL ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by STRUCTURAL ENGINEER to COUNTY are only for convenience of COUNTY. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

b. When transferring documents in electronic media format, STRUCTURAL ENGINEER makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by STRUCTURAL ENGINEER at the beginning of this Assignment.

c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. STRUCTURAL ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by COUNTY.

13. Opinions of Probable Construction Cost

a. Construction Cost is the cost to COUNTY to construct proposed facilities. Construction Cost does not include costs of services of STRUCTURAL ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or COUNTY's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with COUNTY's contemplated project, or the cost of other services to be provided by others to COUNTY pursuant to this Agreement. Construction Cost is one of the items comprising Total Project Costs.

b. STRUCTURAL ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of STRUCTURAL ENGINEER's experience and qualifications and represent STRUCTURAL ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since STRUCTURAL ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, STRUCTURAL ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable construction cost prepared by STRUCTURAL ENGINEER. If COUNTY wishes greater assurance as to probable Construction Cost, COUNTY shall employ an independent cost estimator.

14. Opinions of Total Project Costs

a. Total Project Costs are the sum of the probable Construction Cost, allowances for contingencies, the estimated total costs of services of STRUCTURAL ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, and COUNTY's costs for legal, accounting, insurance counseling or auditing services, and interest and financing charges incurred in

connection with a proposed project, and the cost of other services to be provided by others to COUNTY pursuant to this Agreement.

b. STRUCTURAL ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

15. Force Majeure

STRUCTURAL ENGINEER shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond STRUCTURAL ENGINEER's reasonable control.

16. Assignment

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

17. Binding Effect

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

18. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon COUNTY and STRUCTURAL ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or the remainder of this Agreement.

19. Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

20. Headings

The headings used in this Agreement are for general reference only and do not have special significance.

21. Controlling Law

This Agreement is to be governed by the law of the state of Iowa.

22. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party as its address on the signature page and given personally, or be registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

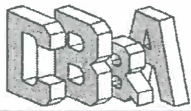


EXHIBIT C

HOURLY BILLING RATES (EFFECTIVE JULY 2021)

PRINCIPAL OF FIRM IV	\$ 220.00 / HOUR
PRINCIPAL OF FIRM III	\$ 212.00 / HOUR
PRINCIPAL OF FIRM II	\$ 203.00 / HOUR
PRINCIPAL OF FIRM I	\$ 194.00 / HOUR
SENIOR PROJECT MANAGER IV	\$ 179.00 / HOUR
SENIOR PROJECT MANAGER III	\$ 174.00 / HOUR
SENIOR PROJECT MANAGER II	\$ 171.00 / HOUR
SENIOR PROJECT MANAGER I	\$ 166.00 / HOUR
PROJECT MANAGER IV	\$ 168.00 / HOUR
PROJECT MANAGER III	\$ 164.00 / HOUR
PROJECT MANAGER II	\$ 160.00 / HOUR
PROJECT MANAGER I	\$ 155.00 / HOUR
SENIOR PROJECT ENGINEER IV	\$ 154.00 / HOUR
SENIOR PROJECT ENGINEER III	\$ 146.00 / HOUR
SENIOR PROJECT ENGINEER II	\$ 136.00 / HOUR
SENIOR PROJECT ENGINEER I	\$ 127.00 / HOUR
PROJECT ENGINEER IV	\$ 142.00 / HOUR
PROJECT ENGINEER III	\$ 132.00 / HOUR
PROJECT ENGINEER II	\$ 122.00 / HOUR
PROJECT ENGINEER I	\$ 111.00 / HOUR
SENIOR DESIGN ENGINEER IV	\$ 125.00 / HOUR
SENIOR DESIGN ENGINEER III	\$ 115.00 / HOUR
SENIOR DESIGN ENGINEER II	\$ 108.00 / HOUR
SENIOR DESIGN ENGINEER I	\$ 98.00 / HOUR
DESIGN ENGINEER IV	\$ 119.00 / HOUR
DESIGN ENGINEER III	\$ 112.00 / HOUR
DESIGN ENGINEER II	\$ 106.00 / HOUR
DESIGN ENGINEER I	\$ 100.00 / HOUR
ENGINEER INTERN	\$ 84.00 / HOUR
SENIOR TECHNICIAN IV	\$ 128.00 / HOUR
SENIOR TECHNICIAN III	\$ 123.00 / HOUR
SENIOR TECHNICIAN II	\$ 118.00 / HOUR
SENIOR TECHNICIAN I	\$ 112.00 / HOUR
TECHNICIAN IV	\$ 113.00 / HOUR
TECHNICIAN III	\$ 109.00 / HOUR
TECHNICIAN II	\$ 105.00 / HOUR
TECHNICIAN I	\$ 101.00 / HOUR
OFFICE MANAGER	\$ 107.00 / HOUR
ADMINISTRATIVE ASSISTANT IV	\$ 97.00 / HOUR
ADMINISTRATIVE ASSISTANT III	\$ 93.00 / HOUR
ADMINISTRATIVE ASSISTANT II	\$ 89.00 / HOUR
ADMINISTRATIVE ASSISTANT I	\$ 84.00 / HOUR

MILEAGE: CURRENT IRS STANDARD RATE
 EXPENSES: ACTUAL COST

**HOURLY RATES SHALL BE ADJUSTED ANNUALLY IN ACCORDANCE WITH
 CONSULTING ENGINEERS' NORMAL BUSINESS PRACTICE.**

DistrictCodes	ParcelNumber	OwnerName	Military	Recommened Allowance	Recommened Disallowance
KGNT	903300005	BOLLHOEFER, JACOB G		1852 X	
NWNT	833438009	LESTER, IVAN		1852 X	
CFCF	1101358007	COLEMAN, JAMES E		1852 X	
NWNT	826482002	NEVINS, MARY ANN		1852 X	
NWNT	833278007	BREWER, BARRY J		1852 X	
PCPC	1602281015	MYERS, ANDREW J		1852 X	
PANT1	1312200004	SMITH, ANNA		1852 X	
PANT1	1322400002	BAILEY, JAKE		1852 X	
RCGN4	1008281003	HATLESTAD, MARK		1852 X	
NWNT	833254012	BLASIUS, MARK K		1852 X	
PWCME	601100007	CRUCHELOW FAMILY LIVING TRUST		1852 X	
RCGN8	1026104002	KNIGHT, JEFF A		1852 X	
FVMN	1829300014	SMITH, MATTHEW A		1852 X	
CFCF	1112427024	LOTT, ALEXIS		1852 X	
CFCF	1111228009	LINN, STEPHANIE		1852 X	
BXBX	214327007	BRANDT, JACKSON TAYLOR HARDIN		1852 X	
NWNT	834477018	ADCOCK, HOWARD		1852 X	
NWNT	827428001	KIAMAS, CHRISTOPHER D		1852 X	
NWNT	1304102001	VONDIELINGEN, RONALD J		1852 X	
PCPC	1601118012	ZIMMERMAN, STEVEN R		1852 X	
NWNT	835427005	SNOWDEN, ALAN		1852 X	
DMPCC	1620354001	KRAUSHAAR, MATTHEW ALLEN		1852 X	
NWNT	834436006	WEBSTER, GEORGE WAYNE JR		1852 X	
NWNT	835226013	SALYERS, MAX MC		1852 X	
NWNT	833359007	DOWLING, DAVID MICHAEL		1852 X	
MNMN	1725453006	NEFF, DWIGHT R		1852 X	
BVLS6	1426100001	GANDER, CARLA		1852 X	
MNMN	1830356007	SAGE, MICHAEL C		1852 X	
PWCMD	623400006	GREENWOOD, SUSAN		1852 X	
NWNT	1304104005	COLBURN, JAVE F		1852 X	
BXBX	214377004	BANNING, DAVID A		1852 X	
NWNT	834427003	JOHNSON, SCOTT E		1852 X	
NWNT	827413008	CALLISON, WILLIAM		1852 X	

NWNT	1304376003 CLARK, JOSHUA	1852 X
NWNT	833452015 MAYFIELD, KENNETH M	1852 X
BVNT4	1421300006 DAYE, MEAGAN K	1852 X
BXBX	214351006 MCCALL, TERESA A	1852 X
NWNT	1304104008 COLE, RALPH LEE SR	1852 X
BXBX	214305017 KASTER, ANTHONY P	1852 X
NWNT	833302012 COSTANZO, SHIRLEY	1852 X
KGNT	920200005 BRITTON, JOSHUA L	1852 X
CFCF	1101386012 CRATTY, JOHN	1852 X
PWCME	706100012 HUNTER, DUSTIN	1852 X
NWNT	1302426016 EDWARDS, WAYNE O	1852 X
PCPC	1601122003 HEDGECOCK, JACOB CHARLTON	1852 X
CCCNF	108300015 MAXWELL, JENNIFER K & CHAD M	1852 X
NWNT	835328002 GIBBS, NATHANIEL L	1852 X

DistrictCodes	ParcelNumber	OwnerName	Homestead	Recommended Allowance
BXBX	214376010	KINZEL, DENA		4850 X
MKBX3	317100002	FARVER, AUSTIN		4850 X
BXBX	214327007	BRANDT, JACKSON TAYLOR HARDIN		4850 X
BXBX	214379007	FRINK, PATRICK A		4850 X
IDBX7	235200004	SELZER, NATHAN P		4850 X
MKBX3	309200009	MCDONALD, KEITH		4850 X
BXBX	214377004	BANNING, DAVID A	151980 Disabled Vet	X
IDBX7	227100009	DERRY, LOGAN		4850 X
BXBX	214153022	WHALEY, ANGELA KAE		4850 X
CCCNF	111100012	FARLAND, MICHAEL A		4850 X
BXBX	214330009	OKUN, MELISSA DAWN		4850 X
CCCNF	106200002	BUSBY, DYLAN		4850 X
BXBX	214305017	KASTER, ANTHONY P		4850 X
MGMG	603406005	GRACEY, MACKENZIE J		4850 X
PWCME	607365001	WALTERS, KIRK E		4850 X
SHCME	708300006	COLVIN, JOSHUA		4850 X
HGGN8	513400003	HOLDSWORTH, BARBARA		4850 X
MGMG	603331019	ALLEN, GORDON		4850 X
PWCMD	620200010	MCGEE, MARK		4850 X
PWCME	706100012	HUNTER, DUSTIN		4850 X
PWCME	618151013	OPFER, LARRY L		4850 X
IDBX7	221200023	RARDIN, CHRISTOPHER J		4850 X
MKNT7	301200006	MCNAUL, JENNIFER L		4850 X
IDCM7	231100007	JOHNSON, JEREMIAH E		4850 X
CCBX7	112300014	BEALS, AUSTIN JAY		4850 X
CCCNF	108300015	MAXWELL, JENNIFER K & CHAD M		4850 X
SHCMD	732300011	SHEPLEY, TUCKER MICHAEL		4850 X
PWCMD	621200009	SAGE, ERIC T		4850 X
MGMG	603405013	MAHER, BRANDON M		4850 X
PWCMD	633251002	BEHM-NEWHARD, NATHAN		4850 X
BXBX	215451001	HOLLE, JOHN J	268890 Disabled Vet	X
MKBX3	321400006	ROUSH, RANDY		4850 X
BXBX	214308004	MINARD, MICHAEL J		4850 X

PWCMD	623400006 GREENWOOD, SUSAN	4850 X
CCBX7	112300011 PFANTZ, JAMIE	4850 X
SHBX1	701400011 WEBSTER, ANTHONY	4850 X
PWCMD	624400005 JULIN, RAMEN DALE	4850 X
SHCMD	732300012 BAGLEY, DEREK L	4850 X
BXBX	215426015 SEELEY, JOEL N	4850 X
SHCMD	732300014 KANSELAAR, JOSHUA	4850 X
BXBX	214378001 YELTMAN, VALERIE	4850 X
MRNTG	422100006 PAGELER, STEPHEN M	4850 X
MGMG	603301001 FLATTERY, EDWARD PAUL	4850 X
PWCME	618101004 MONDRAGON. RAFAEL OLIVARES	4850 X
IDBX7	205400007 ADAMS, BRUCE A	4850 X
IDBX7	213300008 ROUSH, AMANDA	4850 X
IDBX7	220200015 COULSON, JASON	4850 X
WSCFH	631300013 LUST, EDWIN	4850 X
HGGN9	520100006 OHRT, WESLEY	4850 X
SHNT1	735400011 ISELY, ANTHONY M	4850 X
NWNT	828451005 EHLER, DANIEL	4850 X
NWNT	827482008 RADER, KASSANDRA L	4850 X
NWNT	827103003 WELLS, GEORGE LEE	4850 X
NWNT	827101001 ROBESON, ANDREW L	4850 X
NWNT	827481005 ELLINGSON, BRANDON J	4850 X
NTNT1	821401014 HUFFEY, JONATHAN PAUL	4850 X
NWNT	826483006 CLEMENT, TYLER J	4850 X
NWNT	826378008 STOMBAUGH, MATTHEW	4850 X
NWNT	827481020 BAKER, JOHN	4850 X
NTNT1	823400002 BRAAFHART, ROBERT DALE	4850 X
NTNT1	818401006 RUTTER, MICHAEL J	4850 X
NWNT	826330004 TERRY, TRINETTE A	4850 X
NTNT1	818101002 SCOTT, ZACK J	4850 X
NWNT	826332023 DAVIES, BRANDON D	4850 X
NWNT	827302014 MURPHY, AMY	4850 X
NWNT	826304005 DAVIS, BRET M	4850 X
NWNT	828428007 HODGE, JAMES N	4850 X

NWNT	826481018 DECOOK, NILA	4850 X
NWNT	826475017 RIVERA, CRYSTAL	4850 X
NWNT	827326053 DUNCAN, MELVIN	4850 X
NTNT1	807400006 ANDERSON, DEBORAH E	4850 X
NWNT	826427021 DODD, MICHELLE A	4850 X
NWNT	826427027 SHILL, SAMUEL	4850 X
NWNT	826427030 HILLS, DAKOTA W	4850 X
NTNT1	801100008 SPRINGER, JACOB DANIEL	4850 X
NTNT1	814400012 RUSK, JON G	4850 X
NWNT	826351015 LUKENS, NICOLE ANN	4850 X
NWNT	827428001 KIAMAS, CHRISTOPHER D	4850 X
NWNT	826481007 DANIELS, COLLIN	4850 X
NWNT	826330006 PAINE, FRANKIE	4850 X
NTNT1	802300011 BELSCHNER, DEREK MARVIN	4850 X
NWNT	827453025 WILLIAMS, CHARVETTE D	4850 X
NTNT1	815351010 SIKKEMA, TRISHA	4850 X
NWNT	826353016 SEAMAN, JACOB C	4850 X
NWNT	827304004 HANSEN, DONNA	4850 X
NWNT	827451025 SMITH, ALEXANDRA	261030 Disabled Vet X
NWNT	828377008 PRICE, LORI	4850 X
NWNT	827152015 BUCKLER, VIRGINIA L	4850 X
NWNT	826354029 HONEA, JENNIFER R	4850 X
NWNT	826382007 SIMS, RYAN	4850 X
NWNT	826453010 BENTLEY, CLAYTON	4850 X
NWNT	827481003 PERDUE, MATTHEW	4850 X
NTNT1	818151002 BUNSE, MARVIN E	4850 X
NWNT	826379006 HEUER, GRANT D	4850 X
NWNT	827413008 CALLISON, WILLIAM	4850 X
NWNT	827478009 DENMAN, MICHEAL	4850 X
NWNT	827480015 HAMMER, NOAH JAMES	4850 X
NWNT	826354028 NKUTSIA, GODWIN	4850 X
NWNT	828352006 FARRELL, TRINITY W	4850 X
NWNT	826475010 TIBBEN, JIMMY J M	4850 X
NWNT	833433007 GANOE, ALLISON D	4850 X

NWNT	833433011 MARSHALL, TINA M	4850 X
NWNT	833407010 WADZINSKI, ROBERT D	4850 X
NWNT	828455001 REYNOLDS, CONNER	4850 X
NWNT	833206002 SIMMONS, ZACHARY	4850 X
NWNT	833254012 BLASIUS, MARK K	4850 X
NWNT	834161009 WIPF, CALEB	4850 X
NTNT1	829477003 RANTHUM, DENNIS	4850 X
NWNT	833481006 ROBSON, NINA KAY	89260 Disabled Vet X
NWNT	833178010 DELGADO-BENITEZ, JOSE L	4850 X
NWNT	833252027 SMITH, DIANA LYNN	4850 X
NWNT	833408002 WHITE, RONALD D	4850 X
NWNT	833439012 FRIETSCH, MICHAEL J	4850 X
NWNT	828457003 BESTELL, JAMES RICHARD	4850 X
NTNT1	832376007 BURT, CHARLES WILSON JR	4850 X
LBGNT	832226015 STRUMPELL, MATTHEW MASON	4850 X
NTNT1	832377011 LANGSTRAAT, STEPHANIE	4850 X
NWNT	833283024 BILLINGS, RICHARD D	4850 X
NWNT	833257016 MCCOY, COREY	4850 X
NWNT	833283009 HEWITT, JUSTIN LAVERNE	4850 X
NWNT	833353002 SIMPSON, GARY	4850 X
NWNT	833254020 BOTO, ETHA S	4850 X
NWNT	832477014 CARTER, ASHLEY M	4850 X
NWNT	834162008 MOHAMED, ABDELHAMID HUSSAIN FARAH	4850 X
NWNT	833302011 RICHARDSON, SHAUNA J	4850 X
NWNT	833302010 BERKEY, JENA J	4850 X
NWNT	833202017 NIKKEL, DOUGLAS J	4850 X
NWNT	833284017 BORTS, SEAN M	4850 X
NWNT	833180015 WADSWORTH, TRISTAN H & ANGELA M	4850 X
NWNT	833228029 BOWER, AMANDA	4850 X
NWNT	833409006 OSKAM, JOSHUA J	4850 X
NWNT	833452004 LUST-SMITH, BRENNNA	4850 X
NWNT	833102017 HARDIN, MELINDA	4850 X
NWNT	833103019 VOS, JAN HARRIS	4850 X
NWNT	833206004 JONES, RYLE E	4850 X

NTNT1	832451007 MARTIN, CHARLES A	4850 X
NWNT	833178002 ROBINSON, THOMAS M	4850 X
NWNT	833328004 HUNT, SHANNAH	4850 X
LBGNT	832202036 ALEXANDER, JAMES W	148330 Disabled Vet X
NWNT	833278007 BREWER, BARRY J	4850 X
NWNT	828456015 GRAY, BRYAN A	4850 X
NWNT	833438009 LESTER, IVAN	4850 X
NWNT	833180011 SCHNABEL, COLETTE	4850 X
NWNT	833359007 DOWLING, DAVID MICHAEL	4850 X
NWNT	833202002 COADY, DALTON L	4850 X
NWNT	833280014 DAVYDOV, NINA	4850 X
NWNT	833483003 KRIEGEL, ALLISON	4850 X
NWNT	833258007 GRUNIG, RONALD & SARAH REV TRUST	4850 X
NWNT	833126005 PRATT, JASMINE LYNN	4850 X
NWNT	833302012 COSTANZO, SHIRLEY	4850 X
NWNT	834253005 VANDERWIEL, JOSHUA	4850 X
NWNT	835128010 HOWE, HARLEY M	4850 X
NWNT	835107008 TWIDT, HAROLD E	4850 X
NWNT	835201009 PASCOE, ALEXANDER	4850 X
NWNT	834254019 DEE, DAWN R	4850 X
NWNT	834477018 ADCOCK, HOWARD	4850 X
NWNT	835127015 CARLEY, KRISTIN ANN	4850 X
NWNT	835277020 CUPPLES, ELAJA	4850 X
NWNT	835128003 BOECKER, ANNA	4850 X
NWNT	834436006 WEBSTER, GEORGE WAYNE JR	4850 X
NWNT	834479007 LANGSTON, TINA R	4850 X
NWNT	834251014 DOLLARHIDE, NEA R	4850 X
NWNT	835226013 SALYERS, MAX MC	4850 X
NWNT	834279022 AHLSTROM, MARK	4850 X
NWNT	834254004 FREEMAN, SIERRA A	4850 X
NWNT	834231014 DANGELSER, JOAN DEBORAH	4850 X
NWNT	834254014 HENSCHER, RICHARD	4850 X
NWNT	834163006 OXLEY, BARBARA J	4850 X
NWNT	834476027 SCHAER, BRIAN	4850 X

NWNT	834434004 ROJOHN, KYLE D	4850 X
NWNT	835255008 BUCKLIN, BREANNA	4850 X
NWNT	834427003 JOHNSON, SCOTT E	175650 Disabled Vet X
NWNT	834253004 WILLIAMS, ROY	4850 X
NWNT	834254041 HAMILTON, LARRY G	4850 X
NWNT	834404044 COLE, DOUGLAS	4850 X
NWNT	834430016 HARLOW, ANDREW M	4850 X
NWNT	834281036 VANDERVORT, GRETCHEN	4850 X
NWNT	834276020 ARNETT, DANIEL JOSEPH	4850 X
NWNT	834280024 SODAK, OLIVIA	4850 X
NWNT	834162013 COSBY, JENNIFER	4850 X
NWNT	834479038 BRASSFIELD, DEBBIE L	4850 X
NWNT	834301015 STEVENS, MICHAEL WAYNE	4850 X
NWNT	834204017 WESTLUND, LEESA	4850 X
NWNT	835129018 MILLER, CARLIE J	4850 X
NWNT	834229015 COOK, CHERYL MARIE	4850 X
NWNT	835133010 VANDERPUTTE, TYLER L	4850 X
NWNT	834254038 TEFFT, SELINA K	4850 X
NWNT	835131003 MYLON, KENNETH G	4850 X
NWNT	835204009 TUCKER, KELSIE	4850 X
NWNT	835108012 KULP, DENNIS L	4850 X
NWNT	834252013 GOLDMAN, SETH F	4850 X
NWNT	835107012 VANROEKEL, RANDY L	4850 X
NWNT	835132009 ST JOHN, AUSTIN M	4850 X
NWNT	834328015 LANKHEET, DAVID S	4850 X
NWNT	835207001 WILCOX, BRIAN	4850 X
NWNT	835106001 BOLES, COLTON	4850 X
NWNT	835179004 IBBOTSON, ROBERT D	4850 X
NWNT	834435003 KUNKEL, RHAELLYN M	4850 X
NWNT	835108009 KETTLE, KARAN L	4850 X
NWNT	835131011 HEISDORFFER, LOGAN	4850 X
KGNT	903300005 BOLLHOEFER, JACOB G	4850 X
RCGN4	1008428008 WHITE, ROBBIE L	4850 X
RCGN8	1009200010 MAYNARD HOLDINGS LLC	4850 X

NWNT	836302010	ALDAMA, CHRISTOPHER J	4850 X
KGNT	927376007	HARPER, KAITLYNN	4850 X
NWNT	835427007	HENDERSON, MICHAEL P	4850 X
RCGN8	1017429017	MORRIS-RILEY, ROBERT	4850 X
KLGNT	926238006	JENKINS, ALEX N	4850 X
NWNT	835430006	HEUCHELIN, SARRA L	4850 X
KLGNT	926203002	TOWNSEND, ROBERT L REV TRUST	4850 X
RCGN8	1016153001	SHEPARDSON, MICHAEL	4850 X
KLGNT	925101010	LEE, LUKE T	4850 X
RCGN8	1016153013	JAMES, JOSIAH L	4850 X
NWNT	836302011	WOLFE, DREW T	4850 X
NWNT	835405003	NEWTON, ASHTON JAMES	4850 X
NWNT	835402020	WEAVER, HARRY B	4850 X
NWNT	836153004	BEHL, MICHAEL	4850 X
RCGN8	1026104002	KNIGHT, JEFF A	4850 X
RCGN4	1018300004	KEENAN, KENNEY L	4850 X
KLGNT	923481003	KEENAN, BRADLEY	4850 X
NWNT	835405031	MANNING, CADEN C	4850 X
NWNT	835431007	DAVIDSON, RICHARD	4850 X
NWNT	835407007	ANDERSON, ANDRIA S	4850 X
NWNT	835407010	LARSON, DIANE M	4850 X
OAGN	1022301014	SMITH, DONALD J	4850 X
NWNT	835405021	GIDEON, BRANDON R	4850 X
NWNT	835427005	SNOWDEN, ALAN	4850 X
NWNT	836157004	HECK, CURTIS A	4850 X
KGNT	927452003	BAUMGARTNER, BRIAN L	4850 X
RCGN8	1016152019	LAMBERT, JUSTIN	4850 X
NWNT	835429027	COOPER, TERESA K	4850 X
NWNT	835355005	FENTON, STEPHANIE	4850 X
NWNT	835406018	CAVITT, REAGAN SCOTT	4850 X
RCNT4	1019300008	VANDERWILT, NICHOLAS	4850 X
RCGN8	1027200013	GALLAGHER, LARRY C	4850 X
RCGN8	1023200014	DEPPE, LEIF E	4850 X
NWNT	835328002	GIBBS, NATHANIEL L	4850 X

KGNT	920200005 BRITTON, JOSHUA L	4850 X
NWNT	835405035 VANWEELDEN, WADE D	4850 X
RCGN4	1029100008 GUTHRIE, ROBERT G	4850 X
NWNT	835359007 ERGENBRIGHT, JEFFREY S	4850 X
OAGN	1021479009 WYATT, DAVID J	4850 X
NWNT	836152006 BURGER, STEVE R	4850 X
NWNT	835304005 ROBESON, MIRANDA M	4850 X
NWNT	835354002 HEATH, BRYAN J	4850 X
NWNT	835301003 CLARK, DAKOTA LANE	4850 X
NWNT	835376022 KEARSE, CHRISTOPHER G	4850 X
NWNT	835408013 NABER, SHAYNE RAEANN	4850 X
RCGN4	1008281003 HATLESTAD, MARK	4850 X
NWNT	835408021 REECE, RYAN & SARALYN	4850 X
CFCF	1101337004 PINKSTON, AARON GENE	4850 X
MPCFA	1223100009 BOWMAN, DENISE LYNN	4850 X
CFCF	1101457003 DANNER, JUSTIN R	4850 X
CFCF	1101358007 COLEMAN, JAMES E	4850 X
CFCF	1101376008 WILSON, MICHAEL	4850 X
CFCF	1101359001 WILTY, WALTER	4850 X
NWNT	1304104002 RODRIGUEZ, JUAN	4850 X
PCPC	1136452001 GREEN, WYATT RICHARD	4850 X
CFCF	1112427024 LOTT, ALEXIS	4850 X
CFCF	1101456001 ELLIS, ADAM R	4850 X
PANT1	1303401007 BANIATA, PATRICA LYNN	4850 X
CFCF	1112206005 MCGILL, AUTUMN A	4850 X
CFCF	1101454009 LOWE, STACIE E	4850 X
MPCFD	1207200007 BRANDON, DYLAN M	4850 X
CFCF	1101336005 WILSON, RICHARD K	4850 X
NWNT	1304102001 VONDIELINGEN, RONALD J	4850 X
CFCF	1101356004 JETER, SARA	4850 X
MPNT1	1212200012 EDWARDS, GARY	274780 Disabled Vet X
CFCF	1112229006 THOMPSON, SHAUNA	4850 X
PANT1	1303476003 VANZEE, SCOTT D	4850 X
PCPC	1136454004 SOUTHERN, BROCK J	4850 X

CFCF	1112428014 SMITH, DENNIS J	4850 X
PCPC	1136453002 BUSICK, SHAWN M	4850 X
CFCF	1101366008 COSNER, DAVID M	4850 X
MPPC2	1228200007 COOPER, JEREMIAH	4850 X
CFCF	1101385005 MCLAIN, MICKY JOSEPH	4850 X
CFCF	1102478011 ANDERSON, JOHN W JR	137020 Disabled Vet X
CFCF	1101386012 CRATTY, JOHN	4850 X
MPCFD	1218100015 TOMAS, ZACHARY	4850 X
WSCFH	1106100011 BIRCHMIER, LAWRENCE H TRUST	4850 X
PCPC	1136455006 EVELETH, MARTIN KENT	4850 X
WSCFD	1113200014 DONAHUE, MARK	4850 X
PCPC	1136484010 VERWERS, RYAN DEAN	4850 X
WSSPH	1130301001 MCGREAL, THOMAS A	4850 X
NWNT	1302426016 EDWARDS, WAYNE O	4850 X
NWNT	1302426013 BUTLER, MICHAEL R	4850 X
PWCMD	1103101009 SHIPLEY, BRIAN T	220550 Disabled Vet X
DMPC2	1136300007 CLARK, WILLIAM L JR	4850 X
PANT1	1303477016 RATCLIFF, GLENN	4850 X
PANT1	1303478004 TRAVIS, JAMES H	399610 Disabled Vet X
WSCFD	1112253013 LANDGREBE, MICHAEL	4850 X
NWNT	1304102007 SHRUM, JEREMY W	4850 X
CFCF	1101412004 SCHMIDT, TYSON	4850 X
CFCF	1101456006 WRIGHT, SAMANTHA	4850 X
CFCF	1111228009 LINN, STEPHANIE	4850 X
WSCFD	1112251004 VANDERSCHOOR, ASHLEY DIANE	4850 X
CFCF	1111234005 FRIEDRICKSON, RUSTY M	4850 X
CFCF	1112207004 SMITH, CHRISTOPHER TODD JR	4850 X
PCPC	1136452005 KRUCKENBERG, JUSTIN	4850 X
PCPC	1136483003 SELLERS, KENNETH C	4850 X
PCPC	1602131001 UMBLE, MARK S	4850 X
RLLS6	1536200007 WYCKOFF, JOSEPH D	4850 X
NWNT	1304203005 ST JOHN, JAMIE L	4850 X
RLGN8	1502251012 JONES, LLOYD E	309050 Disabled Vet X
PCPC	1601118002 DRAKE, SARA	4850 X

NWNT	1304401002 MARTIN, JEFFREY C	4850 X
PCPC	1602214003 MAHER, BRADY	4850 X
PCPC	1602227003 LITTLE, SPENCER	4850 X
PCPC	1601118012 ZIMMERMAN, STEVEN R	4850 X
NWNT	1304203010 MCDONNELL, THOMAS S	4850 X
BVNT4	1412100001 EHLER, RICHARD FRANKLIN LE	134270 Disabled Vet X
NWNT	1304202014 RUSSELL, RICHARD DAVID III	4850 X
PCPC	1602204007 RINGGENBERG, WINTER R	4850 X
BVLS6	1426100001 GANDER, CARLA	4850 X
BVLS6	1433200001 VANWYK, SHARLA	4850 X
RLGN8	1502177009 MANATT, GREGORY W	4850 X
BVNT5	1430100005 SCHUT, DENNIS	4850 X
NWNT	1304376003 CLARK, JOSHUA	4850 X
BVNT4	1421300006 DAYE, MEAGAN K	4850 X
NWNT	1304229012 BRANDT, TAMARA L	4850 X
PCPC	1601104001 DAVIS, DANIEL J	4850 X
PCPC	1602222018 CANNON, CASSIEOPIA E	4850 X
BVNT4	1409100010 WHALEY, SANDRA J	4850 X
PCPC	1602201014 ALLEN, RYEN	4850 X
PCPC	1601121005 NICKLOS, MASON L	4850 X
PCPC	1601122003 HEDGECOCK, JACOB CHARLTON	4850 X
DMPC2	1601130002 VOELLER, STUART MICHAEL	265930 Disabled Vet X
PANT1	1311100002 YEAGER, ERIN E	4850 X
PCPC	1601113003 SHEPLEY, MICHAEL DAVID	4850 X
PCPC	1601105002 KADNER, DENNIS R	177970 Disabled Vet X
BVNT1	1408100009 INGE, MICHAEL R REV TRUST	4850 X
DMPCC	1620354001 KRAUSHAAR, MATTHEW ALLEN	4850 X
NWNT	1304132005 MURRAY, ELIZABETH P	4850 X
NWNT	1304128024 BEHUN, SHAWN M	4850 X
PCPC	1602211006 ASHMAN, COLE	4850 X
PCPC	1602218004 MCCAFFERY, BRENT DAVID	4850 X
PANT1	1322400002 BAILEY, JAKE	4850 X
PCPC	1602207011 HOOVER, DENNIS L	4850 X
NWNT	1304204009 OLSON, JEFFREY S	4850 X

PANT1	1312200004 SMITH, ANNA	4850 X
NWNT	1304326001 FRIEDRICHS, AJA	4850 X
PCPC	1602229001 CAVE, ALEXANDER D	4850 X
DMPCC	1620364002 BRIGGS, BRIAN	4850 X
PCPC	1602281013 WOOD, GARY A II	4850 X
NWNT	1304128029 DANKS, SCOTT A	4850 X
DMPC2	1605200008 VANRYSWYK, COLE J	4850 X
PCPC	1602207016 WITTE, CHARLOTTE A	4850 X
PCPC	1602279031 VANEKEREN, BRIAN	4850 X
NWNT	1304104008 COLE, RALPH LEE SR	4850 X
NWNT	1304127001 ARGUELLO, RYAN	4850 X
MNMN	1736284004 JENSEN, KIRK M	4850 X
FVMN	1725200005 CARTWRIGHT, RANDY	4850 X
MNMN	1736404006 VANDERHART, JOYCE E LIVING TRUST	4850 X
ECLS6	1909200003 MAHR, ANDREW M	4850 X
LVLS	2002300011 MINTLE, APRIL D	4850 X
MNMN	1736453023 VOS, RUSTY J	4850 X
MNMN	1736403017 DRAZNIK, AMANDA	4850 X
MNMN	1736241003 REGNIER, CHARLES D JR	4850 X
LVLS	2011227006 VANDERBILT, VICKI	4850 X
MNMN	1830360001 COLLINS, ROBERT D	4850 X
MNMN	1725427008 MUNSON, GARY R	4850 X
DMPC2	1730400005 DEVRIES, ANDREW J	4850 X
MNMN	1830356010 ALGREEN, ANDREW	4850 X
MNMN	1736404001 CARTWRIGHT, BRADLEY	4850 X
FVMN	1828100006 SHOENHAIR, MATTHEW JOHN	4850 X
MNMN	1725476013 CRADY, BRANDI	4850 X
RSMN	1811108003 ANDERSON, MICHAEL E	4850 X
LGLS	2009100006 ROSEEN, ALEX	202650 Disabled Vet X
MNMN	1830356007 SAGE, MICHAEL C	4850 X
MNMN	1830328003 FITZGERALD, REANNA D	4850 X
MNMN	1736241002 CIMAGLIA, KRISTINA KAY	4850 X
LVLS	2014100021 MANATT, JONATHAN J	4850 X
MNMN	1736405015 TYLER, MELVIN	236810 Disabled Vet X

FVMN	1723400012 JENKINS, TYLER	4850 X
DMPC2	1624300015 TOWNSEND, TYLER	4850 X
LGLS	2017300009 VANDERPOL, MICHAEL WAYNE	4850 X
MNMN	1830357003 DAWSON, BENNIE D	4850 X
RSMN	1811104013 SHELTON, JOYCE M	4850 X
MNMN	1725482005 BANDSTRA, JAMIE N	4850 X
DMPC2	1705100003 JENNINGS, DANIEL JAMES	4850 X
LVLS	2011403009 FULTON, TROY J	4850 X
FVMN	1829300014 SMITH, MATTHEW A	4850 X
MNMN	1736279015 BENSON, JAMES	4850 X
MNMN	1831102001 REED, TAYLOR	4850 X
SYLS	2008103003 VANDERWEERDT, KELVIN C	4850 X
MNMN	1736216009 JENKINS, REID GRANT	4850 X

2019 Denied Homestead Credit

<u>Owner/Address</u>	<u>Dist</u>	<u>Parcel #</u>	<u>Legal Description</u>	<u>Reason For Denial</u>
Kanne, Rita A 407 W 7 St N Newton, IA 50208	NWNT	08.28.479.008	McColloms ADD Lot 4 Blk 4	No dwelling value for a homestead

RESOLUTION NO. _____

APPROPRIATION RESOLUTION

WHEREAS, it is desired to make appropriations for each of the different officers and departments for the fiscal year 2022-23 in accordance with Section 331.434, subsection 6, of the Code of Iowa.

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

Section 1. Amounts authorized for the fiscal 2022-23 budget adopted March 29, 2022, are hereby appropriated to the departments or offices as itemized in the attached schedule, pursuant to the Code of Iowa, Section 331.434, subsection 6.

Section 2. Subject to the provisions of other county procedures and regulations, and applicable state law, the appropriations authorized under Section 1 shall constitute authorization for the department or officer listed to make expenditures or incur obligations from the itemized fund, effective July 1, 2022.

Section 3. In accordance with Section 331.437, Code of Iowa, no department or officer shall expend or contract to expend any money or incur any liability, or enter into any contract which by its terms involves the expenditure of money for any purpose in excess of the amounts appropriated pursuant to this resolution.

Section 4. If at any time during the 2022-23 budget year the Auditor shall ascertain that the available resources of a fund for that year will be less than said fund's total appropriations, the Auditor shall immediately so inform the Board and recommend appropriate corrective action.

Section 5. The Auditor shall establish separate accounts for the appropriations authorized in Section 1, each of which account shall indicate the amount of the appropriation, the amounts charged thereto, and unencumbered balance. The Auditor shall report the status of such accounts to the applicable departments and officers monthly during the 2022-23 budget year.

Section 6. All appropriations authorized pursuant to this resolution lapse at the close of business June 30, 2023.

ATTACHMENT

01-Board of Supervisors	\$	10,266,791
02-Auditor	\$	1,090,965
03-Treasurer	\$	1,208,167
04-Attorney	\$	1,294,852
05-Sheriff	\$	6,862,166
07-Recorder	\$	455,908
14-Attorney's Forfeiture	\$	900
15-Sheriff's Forfeiture	\$	8,000
20-Engineer	\$	12,242,507
21-Veterans Affairs	\$	194,779
22-Conservation	\$	1,930,231
23-Board of Health	\$	478,550
25-Dept of Human Services	\$	63,100
26-Animal Control	\$	35,000
31-District Court	\$	253,200
33-County Library	\$	127,000
38-Elderly Nutrition	\$	651,287
50-Human resources	\$	160,045
51-Maintenance	\$	1,598,736
52-Information Systems	\$	928,278
53-Comm Dev/Zoning	\$	476,700
54-Economic Development	\$	166,724
55-Geographic Info Systems	\$	130,000
59-Community Services	\$	242,188
60-Mental Health	\$	119,283
99-Nondepartmental	\$	1,000

Grand Total \$ 40,986,357

Resolution adopted this _____ day of _____, 2022.

Brandon Talsma, Chairman

Attest: _____
Dennis Parrott, Auditor

Iowa Department of REVENUE

Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2022 through June 30, 2023

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade name/Doing business as: Exit 173 Inc. "Iowa's Best Burger Cafe"
 Physical location address: 1570 Hwy 224 S. City: Kellogg ZIP: 50135
 Mailing address: 203 Northfield Dr. City: Kellogg State: IA ZIP: 50135
 Business phone number: 641-526-8535

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
 Name of sole proprietor, partnership, corporation, LLC, or LLP Exit 173, Inc
 Mailing address: 203 Northfield Dr. City: Kellogg State: IA ZIP: 50135
 Phone number: 641 990-6555 Fax number: _____ Email: exit173rv@gmail.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
 Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
 Types of Products Sold: (Check all that apply)
 Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
 Grocery store Hotel/motel Liquor store Restaurant Tobacco store
 Has vending machine that assembles cigarettes Other _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print): Exit 173 Inc. Scott Keenan Name (please print): _____
 Signature: [Signature] Signature: _____
 Date: 6-19-22 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Iowa Department of REVENUE

Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 7 / 1 / 22 through June 30, 2023

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade name/Doing business as: Trask Walton League
 Physical location address: 889 Hwy F-36 W City: Newton ZIP: IA 50208
 Mailing address: 889 Hwy F-36 W City: Newton State: IA ZIP: 50208
 Business phone number: 641-792-1373

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
 Name of sole proprietor, partnership, corporation, LLC, or LLP _____
 Mailing address: Same as above City: _____ State: _____ ZIP: _____
 Phone number: _____ Fax number: _____ Email: _____

Retail Information:

Types of Sales: Over-the-counter Vending machine
 Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
 Types of Products Sold: (Check all that apply)
 Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
 Grocery store Hotel/motel Liquor store Restaurant Tobacco store
 Has vending machine that assembles cigarettes Other _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print): Donald D Ingle Name (please print): _____
 Signature: Donald D Ingle Signature: _____
 Date: 6/27/22 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Tuesday, June 21, 2022, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Carpenter, Cupples, and Talsma present and accounted for; Chairman Talsma presiding.

Engineer Michael Frietsch presented the FY2023 Roadway Maintenance Agreement within Rock Creek State Park.

Motion by Cupples, seconded by Carpenter to approve the FY2023 Roadway Maintenance Agreement within Rock Creek State Park.

YEA: CUPPLES, TALSMA, CARPENTER

Engineer Frietsch presented the 28E Agreement with Mingo concerning Farm-To-Market Route Maintenance.

Motion by Cupples, seconded by Carpenter to approve the 28E Agreement with Mingo concerning Farm-To-Market Route Maintenance.

YEA: TALSMA, CARPENTER, CUPPLES

Motion by Cupples, seconded by Carpenter to table Item 1c) Agreement for Professional Engineering Services – W Main St Bridge Replacement over local stream- FHWA, until June 28, 2023.

YEA: CARPENTER, CUPPLES, TALSMA

Engineer Frietsch also presented quotes for Chassis Cab. Requests were sent to three companies, Truck Center Western Star in the amount of \$407,127.00 was the only quote received.

Motion by Cupples, seconded by Carpenter to approve the purchase of three Cab Chassis for a total of \$407,127.00, from Truck Center Western Star.

YEA: TALSMA, CUPPLES, CARPENTER

Motion by Carpenter, seconded by Cupples to approve Resolution 22-54 Transfer Order 1475.

YEA: CUPPLES, CARPENTER, TALSMA

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

Motion by Cupples, seconded by Carpenter to approve Resolution 22-55, Transfer Order 1476.

YEA: CARPENTER, TALSMA, CUPPLES

Motion by Cupples, seconded by Carpenter to approve Claims paid through June 21, 2022.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Carpenter, seconded by Cupples to approve the Canvass Minutes of June 7, 2022 Primary Election.

YEA: TALSMA, CARPENTER, TALSMA

Motion by Cupples, seconded by Carpenter to approve the Board of Supervisors Minutes for June 14, 2022.

YEA: TALSMA, CUPPLES, CARPENTER

Motion by Cupples, seconded by Carpenter to reappoint Carl Cable to the Newton Benefitted Fire Board.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Carpenter, seconded by Cupples to recess until 2:00p.m.

YEA: TALSMA, CARPENTER, CUPPLES

Meeting resumed at 2:00p.m.

Building & Grounds Director, Adam Sparks along with the architects conducted the Bid Opening for the Recorder's Office Remodeling/Move Project. One bid was received by GTG Construction, for \$159,000. Estimated start date of October 1, 2022, estimated completion date of January 1, 2023.

Motion by Carpenter, seconded by Talsma to approve the bid by GTG Construction in the amount of \$159,000.

YEA: CARPENTER, TALSMA

NAY: CUPPLES

Motion by Cupples, seconded by Carpenter to adjourn the Tuesday, June 21, 2022, meeting of the Jasper County Board of Supervisors.

YEA: CARPENTER, TALSMA, CUPPLES

Teresa Arrowood, Deputy Auditor

Brandon Talsma, Chairman