

Iowa Secretary of State  
321 East 12th Street  
Des Moines, IA 50319  
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# 28E Agreement

## Participants

	Full Legal Name	Organization Type	County
Party 1	Guthrie County	County	Guthrie
Party 2	Chickasaw County	County	Chickasaw
Party 3	Wapello County	County	Wapello
Party 4	Fayette County	County	Fayette
Party 5	Mitchell County	County	Mitchell
Party 6	Webster County	County	Webster

## Participants

**300 - HIGHWAY AND PUBLIC WORKS**

Service Type

**MPDG - Rural Grant application agreement**

Purpose

**Indefinite**

Duration

## Contact Person: (Optional)

**Lindsey**

Contact First Name

**Schroeder**

Contact Last Name

**Discretionary Grant Coordinator**

Job Title

Department

**319-230-8444**

Phone Number

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**28E Cooperative Agreement for a  
Multimodal Project Discretionary Grant (MPDG) Project**

This Agreement is entered into this August, day of 15, 2023, by and between the Iowa County Engineers Association Service Bureau (herein after referred to as ICEASB), and Chickasaw County, Iowa; Fayette County, Iowa; Guthrie County, Iowa; Mitchell County, Iowa; Wapello County, Iowa; and Webster County, Iowa as follows:

WHEREAS, all Counties and the ICEASB are public agencies as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, In accordance with Iowa Code Chapter 28E and other relevant sections of the Code of Iowa, the Counties and the ICEASB enter into this cooperative and joint Agreement to define the roles and responsibilities of the Counties and the ICEASB in order to provide for the design, construction, administration, and cost sharing for six (6) county sponsored roadway projects as part of a Multimodal Project Discretionary Grant (MPDG) Award, and

WHEREAS, the U.S. Department of Transportation typically makes available, through the Multimodal Project Discretionary Grants program or MPDG funding, to qualifying transportation agencies for planning and capital investments in surface transportation infrastructure, funds which are awarded on a competitive basis for projects that will have a significant local or regional impact, and

WHEREAS, the Counties and the ICEASB desire to select potential roadway project candidates, to make application for MPDG Grant funding, and to contract Consultant Services from ISG to assemble and submit a grant application for the purpose of acquiring said MPDG Grant funding, and

WHEREAS, the ICEASB is willing and able to enter into a contract and provide contract management and accounting services as agreed to herein, for and between the parties to this Agreement and ISG, and

WHEREAS, Guthrie County agrees to be the Lead Applicant and Primary Recipient, and all other Counties agree to be Sub-Recipients, and

WHEREAS, the Counties and the ICEASB have informed themselves as to this Agreement.

IT IS NOW AGREED that the Counties and the ICEASB will enter into this Agreement pursuant to Chapter 28E of the Code of Iowa providing for cooperative action pursuant to the proposed Project, and said cooperative actions include the following:

**SCOPE**

**I. GRANT APPLICATION WORK**

1. The ICEASB will be the Contracting Authority for the ISG Professional Services Agreement, as per the attached proposal, Professional Services Agreement and associated Exhibits A & B. The Contracting Authority shall be responsible for contract administration and accounting services between the Counties and the Consultant.
2. The ICEASB shall make payment to ISG for all grant application Professional Services rendered. After payment is made to ISG, the ICEASB shall invoice each of the six (6) counties for Professional Services rendered. Each of the six (6) counties shall reimburse the ICEASB for their 1/6<sup>th</sup> share within 30 days of receipt of invoice.

## II. POST-AWARD ROLES AND RESPONSIBILITIES

1. Guthrie County shall serve as the lead applicant, primary point of contact, and primary recipient for the MPDG grant application. The primary recipient shall be an eligible applicant that submits the application and is responsible to deliver the MPDG Grant Awarded Projects.
2. Upon notification of award, the lead applicant (Guthrie County) will elect to have grant funds administered through the Iowa DOT. The Iowa DOT shall act as a pass-through for the MPDG grant funding, providing Federal-aid oversight in the same manner as it does for other Federal formula funds that are administered through the Iowa DOT to the Counties. Primary and sub-recipients shall be responsible for financial accounting for their own project.
3. The Contracting Authority for each of the projects identified in section 4 below shall be the County Roadway Project Sponsor, and they shall be responsible for contract and project administration including:
  - Provide all pertinent correspondence and project information necessary to fulfill the reporting requirements to the primary recipient (Guthrie County)
  - Project planning, design, and letting for the project in accordance with the Iowa DOT Instructional Memorandums (I.M.s) for Local Public Agencies, which include processes and design requirements that meet Federal-aid standards and are approved by the Federal Highway Administration (FHWA)
  - Process contractor's progress and payment vouchers
  - Perform construction observation
  - Upon successful completion, final acceptance of the Project
  - Pay its proportionate share of the Local Matching Costs as set forth in the FINANCING paragraph of this Agreement.
4. Each County Roadway Project Sponsor shall be a sub-recipient and is responsible for project development, construction inspection, and completion of final paperwork for their respective roadway project, as per Iowa DOT policy and Chapters 1-6 of the Iowa DOT's Instructional Memorandums to Local Public Agencies in effect at the time, and shall provide all pertinent information, as per the Letter of Support attached hereto and as such becomes part of this Agreement, to Guthrie County for MPDG project coordination and reporting requirements for the roadway projects identified below:
  - A. Chickasaw County, Iowa
    - FM Route Designation number: V18
    - Location: from On V18 from City of Alta Vista North to City of Elma
    - TPMS number: 53372
    - Preliminary Estimated Total Cost: \$6,852,000
    - Funds request in MPDG Grant: \$5,139,000
  - B. Fayette County, Iowa
    - FM Road Designation number: W51
    - Location: On W51 through town of Wadena
    - TPMS number: 53406
    - Preliminary Estimated Total Cost: \$2,281,725
    - Funds request in MPDG Grant: \$1,711,294

C. Guthrie County, Iowa

- FM Road Designation number: F65
- Location: On F65 from HWY 25 to Dallas County
- TPMS number: 52972
- Preliminary Estimated Total Cost: \$8,330,000
- Funds request in MPDG Grant: \$6,247,500

D. Mitchell County, Iowa

- FM Road Designation number: T40 and A23
- Location: On T40 from HWY 218 through Stacyville, and in town on A23
- TPMS number: 52978
- Preliminary Estimated Total Cost: \$7,378,203
- Funds request in MPDG Grant: \$5,533,652

E. Wapello County, Iowa

- FM Road Designation number: T61
- Location: From HWY 34 south to a point south of the City of Blakesburg
- TPMS number: 47057
- Preliminary Estimated Total Cost: \$3,680,000
- Funds request in MPDG Grant: \$2,760,000

F. Webster County, Iowa

- FM Road Designation number: D36 and D20
- Location: From Calhoun Co to Fort Dodge
- TPMS number: 53492
- Preliminary Estimated Total Cost: \$10,982,500
- Funds request in MPDG Grant: \$8,236,875



5. The above listed projects shall be bid via the Iowa DOT's Contracts and Specifications Bureau's letting process. The project(s) shall be paid in full expeditiously as per the FY23-24 MPDG Notice of Funding Opportunity, or the amount not paid will be de-obligated.
6. Each Contracting Authority shall follow the Iowa DOT process for contractor selection.

FINANCING – Each County Roadway Project Sponsor shall pay for their respective project costs. Payment to the Prime Contractor shall be made from each County Roadway Project Sponsor's Farm to Market account, and the MPDG funds shall be reimbursed to each of the said accounts, as per normal Iowa Department of Transportation payment and reimbursement methodologies. All costs not reimbursed with MPDG funds, Federal-aid STBG funds, or Farm to Market funds shall be paid for by each respective County Roadway Project Sponsor. Any change orders during construction shall be approved by the County Roadway Project Sponsor as the Contracting Authority, and the lead applicant if required.

TERMINATION – This Agreement will be terminated upon final acceptance of the work by all County Roadway Project Sponsors and settlement of the financial conditions set forth in the FINANCING paragraph above, including final project acceptance and closeout in FMIS and final acceptance of MPDG Grant award requirements and final reporting. If any of the Counties or the ICEASB wish to terminate their responsibilities under this agreement, an amendment to this agreement must be executed by all parties specifying the conditions of such termination.

SERVABILITY- If any part of this Agreement is found to be void and unenforceable then the remaining provisions of this Agreement shall remain in effect.

NON-DISCRIMINATION- In accordance with Title VI of the Civil Rights Acts of 1964 and Iowa Code Chapter 216 and associated subsequent nondiscrimination laws, regulations and executive orders, the LPAs shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.

CHAPTER 28E PROVISIONS - There will be no new or separate legal or administrative entity created by this Agreement. The primary recipient shall be responsible for the filing of this Agreement with the Iowa Secretary of State as required by law following its execution.

EXECUTION – This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original and which together shall constitute one and the same instrument. In addition, the parties agree that the Agreement may be executed by electronic, digital, pdf, or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

INDEMNIFICATION – The Counties shall Indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons to the extent caused by the respective acts or omissions by the Counties, or the officers, agents, or employees of either, in the course of any work done in connection with any of the matters set forth in this Agreement.

**SHORT FORM AGREEMENT BETWEEN OWNER AND ISG FOR PROFESSIONAL SERVICES FOR FY23 MPDG GRANT APPLICATION**

THIS AGREEMENT is made as of this 25 day of May, 2023, between Iowa County Engineers Association Service Bureau ("OWNER"), a 28E separate legal public entity, with principal offices at 5500 Westown Parkway, Suite 190, West Des Moines, IA 50266, and ISG, ("CONSULTANT") for services in connection with the project known as 2023 Multimodal Project Discretionary Grant (MPDG) Application Iowa ("Project");

WHEREAS, OWNER desires to engage CONSULTANT to provide professional engineering, consulting and related services ("Services") in connection with the Project; and

WHEREAS, CONSULTANT desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and CONSULTANT in consideration of the mutual covenants contained herein, agree as follows:

**SECTION I. SCOPE OF SERVICES**

CONSULTANT will provide Services for the Project, as per Professional Services Proposal dated May 4, 2023, attached hereto as Exhibit A.

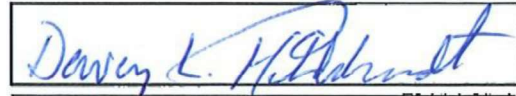
**SECTION II. TERMS AND CONDITIONS OF PROFESSIONAL SERVICES**

The ISG Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ICEA Service Bureau

"OWNER"



BY (Signature):

Duane Hildebrandt

NAME (Printed):

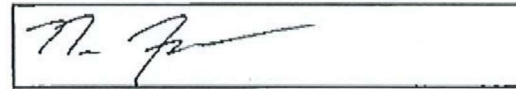
TITLE: Chair, Board of Directors

ADDRESS: 5500 Westown Parkway

West Des Moines, IA 50266

I & S Group, Inc

"CONSULTANT"



BY (Signature):

Nick Frederiksen

NAME (Printed):

TITLE: Civil Engineering Group Leader

ADDRESS: 217 East 2nd Street, Suite 110

Des Moines, IA 50309

## Exhibit A

MAY 4, 2023

Lindsey Schroeder  
Grants Coordinator

Iowa County  
Engineers Association  
5500 Westown Parkway  
Suite 190  
West Des Moines, IA 50266  
641.754.6343

RE: Professional Services Proposal  
For Preparation of a 2023 Multimodal Project  
Discretionary Grant (MPDG) Application  
Iowa



Dear Lindsey,

As the Iowa County Engineers Association (ICEA) looks to prepare a 2023 MPDG Rural Grant application in an effort to secure funding for projects across Iowa, ISG stands eager and ready to assist.

To best assist ICEA in creating a competitive application, ISG is partnering with SRF Consulting Group (SRF) as our subconsultant. Backed by SRF's federal funding experience, both firm's combined in-house, multi-disciplinary professionals, and ISG's vast public works and transportation experience across the state, ISG proposes to provide the following scope of services.

### SCOPE OF SERVICES

ISG and SRF will work collaboratively with ICEA to accomplish the following tasks:

#### Task 1: Project Management + Agency Coordination

This task assumes management of daily work activities, tasks, and meetings. It also includes monitoring the budget, providing monthly billings, and maintaining communications with ICEA staff during the process. During this task, quality analysis and quality control (QA/QC) will be conducted for all product deliverables, including graphics, application narrative, and benefit-cost analysis (BCA) materials.

In addition, ISG and SRF will arrange and participate in project meetings with ICEA staff and other stakeholders with pertinent information and useful data critical to application requirements. Meetings are expected at the following milestones:

#### PROJECT START

Introduction to the grant narrative, benefit-cost analysis, and data needs.

#### DATA COLLECTION + DATA REVIEWS

Work with ICEA staff throughout the application process to collect and review supplemental supporting documents and drafts.

#### SECURING LETTERS OF SUPPORT

To secure letters of support for projects, ISG and SRF will provide ICEA with material to forward to local, state, and federal delegations.

#### APPLICATION, BCA FINDINGS, AND ASSUMPTIONS REVIEWS

Review of draft grant narrative, benefit-cost findings, and refinements of assumptions.

#### 2023 MPDG WEBINAR TAKEAWAY REVIEWS

Document and discuss with ICEA staff critical information from 2023 MPDG webinars.

**108**  
EMPLOYEE OWNERS  
IN IOWA  
|  
**3**  
IOWA OFFICES  
|  
**100%**  
EMPLOYEE OWNED  
|  
**Federal Funding**  
EXPERIENCE + WINS

### Task 2: Data Collection

ISG and SRF will gather data from ICEA staff and other sources. We will then analyze data, prepare findings, coordinate documentation with ICEA staff, and integrate this mix of visual and written content into the application, ensuring it meets 2023 MPDG evaluation criteria.

### Task 3: Data Analyses

ISG and SRF will conduct preliminary and secondary data analyses to have information available for the grant application, including but not limited to cost estimation, crash analysis, and traffic analysis.

### Task 4: Benefit-Cost Analysis

ISG and SRF will:

- Prepare the required benefit-cost and economic analysis for the project, following procedures as noted in the application rules.
- Complete supplemental BCA work.
- Perform forecasts for build and no-build conditions using the regional model.
- Prepare a BCA memo and BCA worksheets for use in application narrative and submittal.

### Task 5: Application Preparation

ISG and SRF will prepare the application draft for review and comment by ICEA staff within three weeks prior to submission deadline. We anticipate the revisions will be complete within two working days and assume that only one draft revision will be needed. At this time, all resolutions and letters of support will be gathered and assembled into the final application.

During this task, the final application will be prepared for submittal to the United States Department of Transportation (USDOT). Submittal will occur at least three days before the due date.

#### ASSUMPTIONS

This proposal assumes that documentation and supporting application assertions will be provided by ICEA for relevant information. The application will follow the guidance provided by USDOT. It is understood that ICEA is registered with Grants.gov and will submit the application to this website by the submission deadline.

### Task 6: Graphics + Website

ISG and SRF will collaborate to prepare graphics, tables, final document formatting, and links for a project website. We will prepare a data needs table for ICEA staff to identify data and documents that ICEA is responsible for providing.

## SCHEDULE

ISG and SRF will complete this work so that ICEA can submit the 2023 MPDG Rural Grant application to USDOT on or prior to the submission deadline as noted in the Notice of Funding Opportunity (NOFO), upon its release.

## COMPENSATION

ISG proposes to provide the scope of work described within this proposal for compensation charged hourly and not to exceed the following amounts:

PRE-DESIGN SERVICES	COMPENSATION
Task 1: Project Management + Agency Coordination	\$4,500
Task 2: Data Collection	\$1,700
Task 3: Data Analyses	\$3,800
Task 4: Benefit-Cost Analysis	\$26,700
Task 5: Application Preparation	\$21,000
Task 6: Graphics + Website	\$2,300
TOTAL	\$60,000

PROJECT REMOVALS + REPLACEMENTS	COMPENSATION
Project Removed Without Replacement	-\$1,200
Project Removed + Replaced	\$3,000

### Reimbursable Expenses

Project expenses such as printing, supplies, and reproduction will be billed at cost. Mileage will be billed at the current allowable IRS rate for business miles.

## ADDITIONAL SERVICES

ISG's goal for this proposal, like its services, is to be flexible with accommodating the requirements of this project. Upon request, ISG is able to provide a subsequent proposal to assist with any additional professional funding assistance, planning, and design phase services that will be necessary to facilitate this project as it moves forward.



ISG appreciates the opportunity to provide a solution tailored to the needs of ICEA. Upon acceptance of this proposal, please sign the acknowledgment box and return a copy to our office. We look forward to providing you with responsive service, a collaborative approach, and timely delivery.

Sincerely,

**Nick Frederiksen**  
Civil Engineering Group Leader

**Matt Allender, PE**  
Civil Engineer

### APPLICABLE CONTRACT

The General Terms and Conditions applicable to this Proposal are available at the link below and are hereby accepted and incorporated herein by reference. Upon acceptance of this Proposal, the parties can proceed with the project based on this signed Proposal, per its General Terms and Conditions, or for more complex projects, ISG, at its discretion, will prepare and require the use of an AIA or EJCDC Contract that will govern the project.



**General Terms + Conditions**  
[bit.ly/termsconditions\\_isg](https://bit.ly/termsconditions_isg)

### ACKNOWLEDGMENT OF ACCEPTANCE

Accepted this 19<sup>th</sup> day of May, 2023.

Company: ICEA Service Bureau

Name: Danny R. Waide  
Print

Title: Executive Director  
Print

Signature:   
Print

*This proposal is valid for 30 days.*

**EXHIBIT B**  
**TERMS AND CONDITIONS**

**1. APPLICABILITY** – These general terms and conditions for services (“Terms”): (a) are the only terms that govern provision of services by I & S Group, Inc. (“ISG”) under this proposal (“Proposal”) to the client specified in the accompanying Proposal (“Client”); and (b) prevail over any of Client’s general terms and conditions regardless whether or when Client submitted its request for proposal, order, or such terms. Provision of services to Client does not constitute acceptance of any of Client’s terms and conditions and does not modify or amend these Terms. The accompanying Proposal and these Terms, along with any plans and specifications, exhibits, amendments and change orders the Parties expressly agree in writing should be part of this agreement (collectively, “Contract Documents”) comprise the entire agreement (“Agreement”) between ISG and Client (individually, “Party” and collectively, “Parties”), and supersede all prior or contemporaneous understandings or agreements, representations, and communications, written or oral. In the event of any conflict or inconsistency between these Terms, the Proposal, any other Contract Documents, or any proposed contract from Client, these Terms shall, in all instances, control and prevail. These Terms shall apply to and govern the services provided in the Proposal (“Services”) and any subsequent Change Order, Amendment or Additional Services as defined below. Client may only accept ISG’s Proposal based on these Terms, and any alternate contract and terms proposed by Client are hereby expressly rejected. No changes to the Terms shall apply unless agreed upon in writing by the Parties. If the Parties subsequently agree to an industry standard design contract, such as an AIA, EJCDC, or comparable contract (“Industry Design Contract”), the terms and conditions of the Industry Design Contract shall supersede the Terms of this Agreement.

**2. SCOPE OF SERVICES** – ISG shall provide the Services to Client as described in the Proposal and per these Terms for Client’s project (“Project”).

**3. ADDITIONAL SERVICES** – Additional services are services beyond those Services expressly described in the Scope of Services within the Proposal (“Additional Services”). Additional Services shall be performed by ISG only upon mutual agreement by the Parties, in writing, as to the Additional Services and additional fee. Such Additional Services shall be provided either for an agreed upon lump sum fee, or on a time and materials basis subject to ISG’s then current Schedule of Standard Hourly Rates. Examples of Additional Services, if not expressly included as basic Services under the Proposal, include, but are not limited to the following:

- Significant changes in general scope or character of the Project or its design including, but not limited to, changes in size, complexity, or character.
- Revision of previously approved site “sketch” plans, studies, reports, design documents, preliminary engineering plans, drawings, and specifications, after substantial completion of preliminary or final design.
- Assistance in obtaining permits from governmental agencies other than those listed in the Proposal
- Revisions to engineering plans, stormwater reports, or studies resulting from additional or excessive reviews from governmental agencies due to policy and/or staff changes within the regulatory agency after initial submission to the regulatory agency.
- Attending meetings or public hearings with Client, design team, or governmental agencies as requested by Client, including preparation of exhibits.
- Preparation or negotiation for off-site easements and/or preparation of engineering design and plans for any off-site utility or highway entrance improvements.
- Consultation with Client, the title company or Client’s attorney regarding the resolution of gaps and/or overlaps.
- Services normally furnished by Client or services not otherwise provided for in this proposal such as, but not limited to, the use of consultants to prepare:
  - o Soils reports, borings, testing or inspections
  - o Special structural testing or inspections
  - o Historical preservation and archaeological studies or reports
- Preparation of any special documents, other than documents previously referenced in the Proposal or Scope of Services, for Client’s use in obtaining financing for the Project.
- Services resulting from facts revealed about conditions: 1) which are different from information about such



conditions that Client previously provided to ISG and upon which ISG was entitled to rely; or 2) as to which Client had responsibility to provide information and such information was not previously provided.

- Preparing documents for alternate bids requested by Client for contractor's work which is not executed or documents for out-of-sequence work.
- Preparing to serve or serving as a consultant or witness for Client in any litigation, arbitration, mediation or other legal or administrative proceeding involving the Project (except for assistance in consultations which is expressly included as part of Scope of Services contained in the Proposal).

**4. DESIGN WITHOUT CONSTRUCTION PHASE ADMINISTRATION** – Unless expressly included as basic Services in this Agreement, ISG's basic Services do not include project observation or review of the contractor's performance or any other construction phase services, which services Client shall provide. Client assumes all responsibility for interpretation of any Contract Documents applicable to the Project and for construction observation, and Client waives any claims against ISG in any way connected thereto. In addition, Client agrees, to the fullest extent permitted by law, to hold harmless, indemnify, and defend ISG, its directors, officers, employees, agents, representatives, consultants and sub-consultants against all liability, claims, actions, suits, losses and damages, including attorneys' fees and costs, arising out of or related to the performance of such services by other persons or entities and from any and all liability, claims, actions, suits, losses and damages arising out of or related to any modifications, clarifications, interpretations, adjustments or changes made to any Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of ISG. If the Client requests in writing that ISG provide any specific construction phase services and if ISG agrees in writing to provide such services, then ISG shall be compensated for Additional Services as provided in Section 3 above.

**5. SITE VISITS** – If included in the Proposal as a basic Service, or if requested by Client as an Additional Service, ISG shall visit the site at intervals deemed appropriate by ISG to observe the various stages of construction progress, and the quality of the various aspects of contractor's work. Construction staking or survey control staking is not considered a site visit. Based on ISG's site visits, ISG shall endeavor to determine in general if the work is proceeding in accordance with the Contract Documents, and ISG shall keep Client informed of the progress of the work. Such site visits and observations by ISG are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve inspections of the work beyond the responsibilities specifically assigned to ISG in this Agreement, but rather are limited to spot checking and similar methods of general observation of the work. ISG shall not, during such visits or as a result of such observations of work in progress, supervise, direct or have control over the work, nor shall ISG have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work, for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to the furnishing and performing of the work, or authority to suspend or stop the work. ISG shall not be responsible for the acts or omissions of any contractor(s), or of any subcontractor(s), any supplier(s), or of any other person or organization performing or furnishing any of the work. Accordingly, ISG neither guarantees the performance of any contractor(s) nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the Contract Documents. Should the Client determine that such service is necessary, ISG will provide such service as the resident project representative as an Additional Service at an additional fee.

**6. CLIENT OBLIGATIONS** – Client will cooperate with ISG in all matters relating to the Services, respond promptly to any ISG request to provide direction, information, approvals, authorizations or decisions necessary for ISG to timely perform its Services. Client shall promptly provide such materials or information as ISG may request to carry out its Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects.

**7. INFORMATION CLIENT OWES TO ISG** – Client agrees to provide ISG with such site information as may be needed to enable ISG to perform its Services. Such information may include but shall not be limited to: latest plat of record; current title report and the documents contained therein; previous reports; title search report/chain-of-title documents; copies of environmental permits, registrations, liens, or cleanup records for the property; building plans and specifications; location, elevation and sizes of utilities including water, sewer, existing gas, telephone, electrical, street lighting and cable television lines on-site and off-site; boundary survey; wetland delineation; soil borings; Phase I archaeological survey; first floor foundation plan and such other information as may be requested by ISG

from time to time. Client shall not be responsible for providing site information which ISG has specifically agreed to provide in its Proposal.

**8. RELIANCE ON INFORMATION PROVIDED** – ISG may rely on the accuracy and completeness of any information and documents of any nature and kind furnished to ISG for the Project by or on Client’s behalf.

**9. CLIENT’S ACTS OR OMISSIONS** – If ISG’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its employees, agents, subcontractors, or consultants, ISG shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Client to the extent arising from such prevention or delay.

**10. CHANGE ORDERS AND AMENDMENTS** – If Client wishes to change the scope or performance of the Services, Client shall submit details of the requested change to ISG in writing. ISG shall provide to Client, within a reasonable time after receipt of the written request, a written estimate of any: (i) time required to implement the change, (ii) necessary adjustments to ISG’s fees and other charges for proposed services arising from the change, (iii) likely effect of the change on the original Services, and (iv) other impact(s) the change may have on the performance of this Agreement. Promptly after receipt of the written estimates, ISG and Client shall negotiate and agree in writing on the terms of such change (“Change Order”). ISG and Client will be bound by any Change Order mutually agreed upon in writing, and any Change Orders shall be subject to these Terms. Otherwise, this Agreement can only be amended by a written amendment signed by both Parties (“Amendment”).

**11. BETTERMENT** – In no event will ISG be responsible for costs or expenses that provide any betterment, upgrade, or other enhancement in the value of the Project. If Client requests project betterment, enhancement or upgrade the Parties shall enter into a mutually agreeable Change Order. Client understands that certain Change Orders may be required due, in whole or part, to imprecision, incompleteness, ambiguities, or inconsistencies in drawings, specifications and other design, bidding or construction documents furnished by ISG, or in other professional services performed or furnished by ISG under this Agreement. If a required item or component of the Project is not included in ISG documentation, Client is responsible for all costs required to add such items or components to the extent that such items or components would have been required and included in the original ISG documentation.

**12. PERFORMANCE DATES** – ISG shall use reasonable efforts to meet any performance dates specified in the Proposal, but any such dates are estimates only.

**13. STANDARD OF CARE** – Services provided by ISG under the Agreement will be performed in a manner consistent with and limited to the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project at the time ISG provides its Services. ISG shall perform its Services as expeditiously as is consistent with professional skill and care in the orderly progress of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either Party to another party.

**14. PROFESSIONAL’S OPINION OF PROBABLE COST** – ISG’s cost estimates provided herein, if applicable, are made based on ISG’s experience and qualifications and represent ISG’s judgment as an experienced and qualified design professional generally familiar with the construction industry. However, because ISG has no control over the cost of labor, materials, equipment, or services furnished by others, the contractor’s methods of determining prices, or competitive bidding or market conditions, ISG cannot and does not warrant, represent, or guarantee that proposals, bids, or actual construction costs will not vary from ISG’s cost estimates. If Client wishes greater assurance as to probable construction costs, Client shall employ an independent cost estimator.

**15. PAYMENT** – Invoices will be submitted to Client for payment monthly as the Services progress. Invoices are due within thirty (30) days of receipt by Client. Within thirty (30) days of receipt of Invoice, Client shall examine the Invoice in detail to satisfy itself as to its accuracy and completeness and shall raise any question or objection that Client may have regarding the Invoice. If Client fails to make any payment due ISG for Services and expenses by the thirtieth (30th) day after receipt of ISG’s Invoice, ISG may charge Client interest at the rate of 1.5 percent per month or the maximum rate of interest permitted by law, whichever is higher. In addition, ISG may, after giving notice to Client, suspend Services under this Agreement until ISG has been paid in full all outstanding amounts due for Services, expenses, and charges. In the event ISG elects to suspend its Services, and after receipt of payment in full by Client, ISG shall resume Services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate ISG for the period of suspension, plus any other reasonable time and expense

necessary for ISG to resume its Services. In addition, prior to recommencing its Services, ISG shall have the right, from time to time, to require that Client provide a retainer payment for further Services to be rendered. ISG shall have no liability to Client for any costs or damages incurred by Client because of ISG's suspension of Services hereunder.

**16. USE OF DOCUMENTS AND ELECTRONIC DATA** – All documents (including drawings and specifications) as well as electronic data (including designs, plans or data stored in machine readable form) that are provided to Client by ISG are instruments of service (“Instruments of Service”) with respect to the Project and are the exclusive intellectual property (“IP”) of ISG. ISG retains all common law, statutory and other reserved rights, including copyright. ISG grants an irrevocable, non-transferable, non-exclusive license to Client for Client's use of the documents solely and exclusively in connection with the Project, provided Client is following the provisions of these Terms. Client agrees not to reuse or make any modification to any documents or Instruments of Service without the prior written authorization of ISG. The unauthorized reproduction of the documents/electronic data and Instruments of Service from ISG's system to an alternate system cannot be accomplished without the introduction of inexactitudes, anomalies, and errors and, therefore, ISG cannot and does not make any representations regarding such compatibility. Client shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of ISG.

**17. INTELLECTUAL PROPERTY** – All intellectual property rights, including but not limited to copyrights, patents, inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, together with all goodwill associated therewith, derivative works and all other rights (collectively “IP Rights”) in and to all documents, work product and other materials that are delivered to Client under this Agreement or prepared by or on behalf of ISG in the course of performing the Services shall be owned by ISG. ISG grants Client a license to utilize all IP Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, royalty-free and perpetual basis to the extent necessary to enable Client to make reasonable use of the deliverables and Services solely and exclusively for the Project.

**18. COMPENSATION FOR USE OF ISG'S INSTRUMENTS OF SERVICE** – If Client terminates this Agreement for cause or its convenience, or ISG terminates this Agreement for cause, Client shall return to ISG all drawings, specifications, information, and documents associated with the Project, whether in form, function, concept or otherwise, produced by ISG as Instruments of Service. In the event Client requests to continue using the Instruments of Service, Client shall pay an agreeable licensing fee acceptable to both Parties as compensation for Client's continued use of ISG's Instruments of Service solely and exclusively for the Project. No Instruments of Service shall be licensed to Client if Client has not satisfied all payments owed to ISG. In the event ISG licenses the incomplete Instruments of Service to Client, ISG expressly disclaims any responsibility for: (a) interpretation or misinterpretation of the Instruments of Service by Client or any third party; (b) the accuracy of the Instruments of Service in conjunction with further work on the Project or otherwise; and (c) any changes or alterations made in the Instruments of Service by Client or any third party. When not retaining ISG, Client agrees to hold harmless, indemnify and defend ISG, including attorney fees and costs, from and against any liability, claims, actions, suits, losses, or damages arising out of or relating to Client's use of ISG's Instruments of Service.

**19. PHOTOGRAPHIC AND PROMOTIONAL INFORMATION** – Client hereby grants ISG the right to include photographic or artistic representations of the Project design on ISG's website and in ISG's marketing, promotional and professional materials. Client hereby agrees to provide ISG with access to the finished Project and site to secure such photographic or artistic representations. ISG's right to use these materials does not include Client's proprietary or confidential information where Client has provided ISG with advance written notice identifying the precise information Client considers proprietary or confidential. Client's promotional materials shall acknowledge ISG's professional Services for the Project.

**20. CURE PERIOD** – If during the Project term, Client observes or becomes aware of any improper Services provided by ISG, Client agrees to immediately notify ISG in writing. ISG shall then have ten (10) business days to cure, or begin to cure in a diligent manner, such improper Services before Client may exercise its rights under any default or remedy provision provided for in this Agreement, including the right to take corrective action prior to the expiration of the cure period. If Client fails to notify ISG of any improper Services within five (5) business days of discovery, any objections to ISG's Services shall be waived. ISG will not accept any back charges unless Client has complied with the foregoing and allowed ISG the opportunity to cure any improper Services.

**21. BREACH AND COST OF COLLECTION** – In the event Client breaches the Terms of this Agreement, ISG shall be entitled, in addition to the specific remedies provided for in this Agreement, to pursue all remedies available at law or in equity. Client further agrees that ISG shall be entitled to recover all costs incurred in enforcing any provision of this Agreement, including court costs and attorneys’ fees. All payments received from Client will be credited first to interest, then to the cost of enforcement, and then to the amount due to ISG.

**22. CLAIMS AND DISPUTES** – If a dispute arises between the Parties, representatives of the Parties having authority to resolve the dispute shall meet within thirty (30) days of notification of dispute to resolve the dispute. If the dispute is not resolved within the thirty (30) days, the Parties shall submit the dispute to mediation with a third-party mediator mutually acceptable to the Parties. The cost of the mediator shall be borne equally by the Parties. The Parties shall include a similar mediation provision in all their respective agreements with other parties regarding the Project and will require all such other persons or entities to include a similar mediation provision in all agreements with their respective contractors, subcontractors, sub-consultants, suppliers, and fabricators. Such mediation shall be a condition precedent to a Party filing any judicial proceeding against the other, except as to delinquent fees owed to ISG. If the Parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction in the state of Minnesota, where Minnesota law shall govern without regard to its conflict of laws provisions.

**23. FORCE MAJEURE** – ISG shall not be responsible for damages arising directly from any delays for causes beyond ISG’s reasonable control. Such causes include, but are not limited to, strikes, lockouts, work slowdowns, work stoppages or other labor disputes, severe weather disruptions or other natural disasters, fires, riots or other civil disturbances, explosions, war (declared or undeclared), other armed conflicts, terrorism, sabotage, vandalism, epidemics, pandemics, quarantines, lockdowns, blockades, embargoes, other emergencies, or acts of God. If delays resulting from any such causes increase the cost or time required by ISG to perform its Services in an orderly and efficient manner, ISG shall be entitled to an equitable adjustment in schedule and/or compensation.

**24. EXCUSABLE EVENTS** – ISG shall not be responsible for any event or circumstance that is beyond the reasonable control of ISG that has a demonstrable and adverse effect on ISG’s ability to perform its obligations under this Agreement or ISG’s cost and expense of performing its obligations under this Agreement, including without limitation, a change in law or applicable standards, actions, inactions or delays caused by a governmental agency or authority, the discovery, presence or encounter of hazardous or toxic materials, failure of any governmental or other regulatory authority to act in a timely manner, an unexcused act or omission by Client or contractors of any level including, without limitation, failure of the Client to furnish timely information or approve or disapprove of ISG’s Services promptly, delays in the Services or work caused by Client, Client’s suspension, breach or default of this Agreement, or delays caused by the faulty performance by Client or by contractors of any level (collectively, “Excusable Event”). When an Excusable Event occurs, Client agrees that ISG is not responsible for damages, nor shall ISG be deemed in breach or in default of this Agreement, and ISG shall be entitled to a Change Order to equitably adjust for ISG’s increased time and/or cost to perform its Services due to the Excusable Event.

**25. WAIVER OF CONSEQUENTIAL DAMAGES** – Client and ISG mutually agree and hereby waive all claims of consequential damages arising from any disputes, claims, actions, suits, liability losses and damages arising out of or relating to Client’s Project or this Agreement.

**26. INDEMNITY** – To the fullest extent permitted by law, Client waives any right of contribution and shall hold harmless, indemnify, and defend ISG, its directors, officers, employees, agents, representatives, consultants, and sub-consultants from and against all liability, claims, actions, suits, losses and damages, including attorneys’ fees and costs, arising out of or relating to the performance of Services which result from Client’s willful misconduct or negligent acts, errors, or omissions, or those of Client’s agents, or Client’s breach of this Agreement, including, but not limited to, any breach of Client’s obligations owed to ISG under Sections 16, 17 and 18 of this Agreement, or breach of warranty, strict liability, or any other cause of action. This indemnity shall not require Client to indemnify ISG for claims, damages or losses solely caused by the negligent acts or omissions of ISG.

**27. INSURANCE COVERAGE** – During the term of this Agreement, upon request by Client, ISG shall provide to Client its current Certificate of Insurance.

**28. LIMITATION OF LIABILITY** – To the fullest extent permitted by law, the total liability, in the aggregate, of ISG and its directors, officers, employees, agents, representatives, contractors, sub-contractors, consultants, and sub-

consultants, to Client, and anyone claiming by, through or under Client for any liability, claims, actions, suits, indemnity, losses, expenses, costs, attorneys' fees or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, breach of the standard of care or under any other theory of recovery, shall not exceed Twenty Five Thousand Dollars (\$25,000), or the total professional fee paid to ISG under this Agreement for this Project, whichever is greater.

**29. WARRANTY DISCLAIMER** – OTHER THAN MEETING THE PROFESSIONAL STANDARD OF CARE IN SECTION 13 ABOVE, ISG MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO SERVICES OR GOODS, INCLUDING ANY: (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF IP RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

**30. LIQUIDATED DAMAGES** – ISG shall not be responsible for any liquidated damages, and expressly rejects any provision seeking such damages.

**31. CHANGES IN REGULATORY ENVIRONMENT** – The Services provided by ISG under this Agreement were determined based upon the applicable municipal, county, state and/or federal regulations, codes, laws, and requirements in existence on the date of this Agreement. Any material additions, deletions, or changes in the applicable laws or regulations, which require an increase in the Scope of Services, will be an Additional Service.

**32. PROJECT SITE SAFETY** – ISG is not responsible for Project site safety or means, methods, techniques, sequencing or scheduling of work, which shall always remain the sole responsibility of the Client and contractors.

**33. CONFIDENTIALITY** – If ISG or Client receives information specifically designated by the other Party as “confidential” or “business proprietary,” the receiving Party shall keep such information strictly confidential and shall not disclose it to any other person or entity, except to (1) its employees, (2) those with a need to know in order to perform services or construction solely for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

**34. PERMITS AND FEES** – Unless the Proposal specifically provides otherwise, Client shall be responsible for paying all application and permit fees and obtaining all permits. ISG does not warrant, represent, or guarantee that the permits or approvals will be issued.

**35. ENVIRONMENTAL** – ISG is not responsible for the presence of hazardous materials on the Project jobsite. ISG, its principals, employees, agents, contractors and consultants shall perform no services, and assume no responsibility, for the discharge, investigation, detection, management, abatement or removal of any toxic or hazardous contaminants or materials relating to the Project or found at the Project site.

**36. RIGHTS-OF-WAY AND EASEMENTS** – Client shall be responsible for obtaining (or vacating) any right-of-way, easements, real covenants and/or agreements necessary for the proper development of the property, including but not limited to any right-of-way and easement which may be necessary for roadway and access improvements, stormwater conveyance and detention, sanitary sewer collection, pumping and treatment facilities, water distribution, treatment or storage facilities, and temporary construction access.

**37. TERMINATION** – This Agreement shall terminate at the time ISG has completed its Services for Client, or prior to that time if one Party provides written notice of termination to the other Party, whereupon such termination date shall be effective seven (7) days after receipt of such notice by the other Party. Client agrees to pay for all Services, expenses and other charges incurred by ISG through the date of termination.

**38. ASSIGNMENT** – Client shall not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of ISG. Any purported assignment or delegation in violation of this section is null and void. No assignment or delegation relieves Client of any of its obligations under this Agreement.

**39. RELATIONSHIP** – The relationship between ISG and Client is that of an independent contractor. Nothing in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bid for the other Party in any manner whatsoever unless specifically outlined within the scope of services noted in the Proposal.

**40. CONTROLLING LAW/JURISDICTION** – All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to

any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Minnesota. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal or state courts in the State of Minnesota in each case located in the City of Minneapolis and County of Hennepin, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any suit, action or proceeding.

**41. NOTICES** – All notices, requests, consents, claims, demands, waivers, and other communications (collectively, “Notices”) by Client and ISG shall be in writing and addressed to the respective Party at the address set forth in the Proposal or to such other address designated by the receiving Party in writing. Except as otherwise provided herein, a Notice is effective only upon receipt of the receiving Party.

**42. SEVERABILITY** – If any clause or provision of this Agreement is determined to be illegal, invalid, or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

**43. WAIVER** – ISG’s failure to require strict performance of any provisions of these Terms in any one or more instances, or to exercise its rights hereunder or at law or equity, may not be construed as and will not constitute a waiver or relinquishment of any such provision or rights, and such provisions and rights will continue in full force and effect.

**44. AUTHORIZATION TO SIGN** – The person signing this Agreement represents that he/she is authorized to enter into and sign this Agreement on Client’s behalf.

**45. COUNTERPARTS** – This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which will together constitute one and the same instrument.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

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**ICEASB Signature Block**

This agreement was approved by official action of the ICEASB on the 9th day of August, 2023.

A handwritten signature in black ink that reads "Brian P. Moore". The signature is written in a cursive style with a large, prominent "B" and "M".

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Executive Director, ICEASB

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IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

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**County Signature Block**

This agreement was approved by official action of the Chickasaw County Board of Supervisors in official session on the 14<sup>th</sup> day of August, 2023.

Donna Seetz Deputy County Auditor  
County Auditor

[Signature]  
Chair, County Board of Supervisors



Resolution No. 08-14-23-67

In Support of the Joint MPDG Grant Agreement  
&  
Letter of Support for the  
2023-2024 Multimodal Program Discretionary Grant (MPDG) Project

Whereas, Chickasaw County, Iowa FM Route Designation number: V18, has been identified as being part of a joint Multimodal Program Discretionary Grant (MPDG) Project, and

Whereas, it is desired by and in the interest of Chickasaw County to participate fully in the MPDG project activities as a Sub-recipient and provide all requisite information necessary to bring to completion all project phases through final completion, and

Whereas, we are in support of Guthrie County providing Lead-recipient roles and duties, and

Whereas, we understand and accept the Sub-recipient roles and responsibilities as defined in the "28E Cooperative Agreement for a Multimodal Program Discretionary Grant (MPDG) Project", and

Whereas, each County Roadway Project Sponsor as shown in Section 4, paragraph A-F shall be responsible for all local matching funds and accepts any costs exceeding the funds requested in the MPDG Grant application for their respective structure.

THEREFORE BE IT RESOLVED that the Board of Supervisors of Chickasaw County, Iowa hereby approves and directs the Chair to sign this Letter of Support for the FY23-24 Multimodal Program Discretionary Grant (MPDG) Project and the 28E Cooperative Agreement for a Multimodal Program Discretionary Grant (MPDG) Project, and to provide all pertinent correspondence and project information to:

Attn: Josh Sebern, P.E.  
Guthrie County Engineer  
2211 215 Rd  
Guthrie Center, IA 50115  
(641)747-2274

Adopted this 14<sup>th</sup> day of August, 2023.



Chair, Board of Supervisors

ATTEST:



Donna Geerts

Deputy County Auditor

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IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

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**County Signature Block**

This agreement was approved by official action of the Fayette County Board of Supervisors in official session on the 14<sup>th</sup> day of August, 2023



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County Auditor



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Chair, County Board of Supervisors

Fayette County Resolution No. 533

In Support of the Joint MPDG Grant Agreement  
&  
Letter of Support for the  
2023-2024 Multimodal Program Discretionary Grant (MPDG) Project

Whereas, Fayette County, Iowa FM Route Designation number: W51, has been identified as being part of a joint Multimodal Program Discretionary Grant (MPDG) Project, and

Whereas, it is desired by and in the interest of Fayette County to participate fully in the MPDG project activities as a Sub-recipient and provide all requisite information necessary to bring to completion all project phases through final completion, and

Whereas, we are in support of Guthrie County providing Lead-recipient roles and duties, and

Whereas, we understand and accept the Sub-recipient roles and responsibilities as defined in the "28E Cooperative Agreement for a Multimodal Program Discretionary Grant (MPDG) Project", and

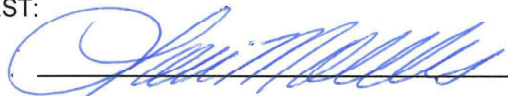
Whereas, each County Roadway Project Sponsor as shown in Section 4, paragraph A-F shall be responsible for all local matching funds and accepts any costs exceeding the funds requested in the MPDG Grant application for their respective structure.

THEREFORE BE IT RESOLVED that the Board of Supervisors of Fayette County, Iowa hereby approves and directs the Chair to sign this Letter of Support for the FY23-24 Multimodal Program Discretionary Grant (MPDG) Project and the 28E Cooperative Agreement for a Multimodal Program Discretionary Grant (MPDG) Project, and to provide all pertinent correspondence and project information to:

Attn: Josh Sebern, P.E.  
Guthrie County Engineer  
2211 215 Rd  
Guthrie Center, IA 50115  
(641)747-2274

Adopted this 14<sup>th</sup> day of August, 2023.

  
\_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:  
  
\_\_\_\_\_

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IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

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**County Signature Block**

This agreement was approved by official action of the (Guthrie) County Board of Supervisors in official session on the 15<sup>th</sup> day of August, 2023.



County Auditor



Chair, County Board of Supervisors

Resolution No. 24-06

In Support of the Joint MPDG Grant Agreement  
&  
Letter of Support for the  
2023-2024 Multimodal Program Discretionary Grant (MPDG) Project

Whereas, Guthrie County, Iowa FM Route Designation number: F65, has been identified as being part of a joint Multimodal Program Discretionary Grant (MPDG) Project, and

Whereas, it is desired by and in the interest of Guthrie County to participate fully in the MPDG project activities as a Sub-recipient and provide all requisite information necessary to bring to completion all project phases through final completion, and

Whereas, we are in support of Guthrie County providing Lead-recipient roles and duties, and

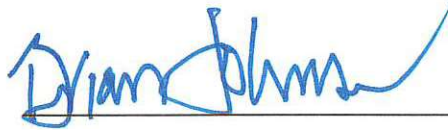
Whereas, we understand and accept the Sub-recipient roles and responsibilities as defined in the "28E Cooperative Agreement for a Multimodal Program Discretionary Grant (MPDG) Project", and

Whereas, each County Roadway Project Sponsor as shown in Section 4, paragraph A-F shall be responsible for all local matching funds and accepts any costs exceeding the funds requested in the MPDG Grant application for their respective structure.

THEREFORE, BE IT RESOLVED that the Board of Supervisors of Guthrie County, Iowa hereby approves and directs the Chair to sign this Letter of Support for the FY23-24 Multimodal Program Discretionary Grant (MPDG) Project and the 28E Cooperative Agreement for a Multimodal Program Discretionary Grant (MPDG) Project, and to provide all pertinent correspondence and project information to:

Attn: Josh Sebern, P.E.  
Guthrie County Engineer  
2211 215 Rd  
Guthrie Center, IA 50115  
(641)747-2274

Adopted this 15th day of August, 2023.



Chair, Board of Supervisors

ATTEST:



Auditor, Dani Fink

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IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

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**County Signature Block**

This agreement was approved by official action of the Mitchell County Board of Supervisors in official session on the 15<sup>th</sup> day of August, 2023.



County Auditor



Chair, County Board of Supervisors



Resolution No. 1186-23

In Support of the Joint MPDG Grant Agreement  
&  
Letter of Support for the  
2023-2024 Multimodal Program Discretionary Grant (MPDG) Project

Whereas, Mitchell County, Iowa FM Route Designation numbers: T40 & A23, have been identified as being part of a joint Multimodal Program Discretionary Grant (MPDG) Project, and

Whereas, it is desired by and in the interest of Mitchell County to participate fully in the MPDG project activities as aSub-recipient and provide all requisite information necessary to bring to completion all project phases through final completion, and

Whereas, we are in support of Guthrie County providing Lead-recipient roles and duties, and

Whereas, we understand and accept the Sub-recipient roles and responsibilities as defined in the "28E Cooperative Agreement for a Multimodal Program Discretionary Grant (MPDG) Project", and

Whereas, each County Roadway Project Sponsor as shown in Section 4, paragraph A-F shall be responsible for all local matching funds and accepts any costs exceeding the funds requested in the MPDG Grant application for their respective structure.

THEREFORE BE IT RESOLVED that the Board of Supervisors of Mitchell County, Iowa hereby approves and directs the Chair to sign this Letter of Support for the FY23-24 Multimodal Program Discretionary Grant (MPDG) Project and the 28E Cooperative Agreement for a Multimodal Program Discretionary Grant (MPDG) Project, and to provide all pertinent correspondence and project information to:

Attn: Josh Sebern, P.E.  
Guthrie County Engineer  
2211 215 Rd  
Guthrie Center, IA 50115  
(641)747-2274

Adopted this 15th day of August, 2023.

ATTEST:

  
\_\_\_\_\_

  
\_\_\_\_\_  
Chair, Board of Supervisors

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IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

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**County Signature Block**

This agreement was approved by official action of the Wapello County Board of Supervisors in official session on the \_\_\_\_\_ 8th day of August, 2023.

  
\_\_\_\_\_  
County Auditor

  
\_\_\_\_\_  
Chair, County Board of Supervisors



Resolution No. 42-2023

**In Support of the Joint MPDG Grant Agreement  
& Letter of Support for the 2023-2024 Multimodal Program  
Discretionary Grant (MPDG) Project**

**Whereas**, Wapello County, Iowa FM Route Designation number: T61, has been identified as being part of a joint Multimodal Program Discretionary Grant (MPDG) Project, and

**Whereas**, it is desired by and in the interest of Wapello County to participate fully in the MPDG project activities as a Sub-recipient and provide all requisite information necessary to bring to completion all project phases through final completion; and

**Whereas**, we are in support of Guthrie County providing Lead-recipient roles and duties; and

**Whereas**, we understand and accept the Sub-recipient roles and responsibilities as defined in the “28E Cooperative Agreement for a Multimodal Program Discretionary Grant (MPDG) Project”; and


**Whereas**, each County Roadway Project Sponsor as shown in Section 4, paragraph A-F shall be responsible for all local matching funds and accepts any costs exceeding the funds requested in the MPDG Grant application for their respective structure.

**THEREFORE BE IT RESOLVED** that the Board of Supervisors of Wapello County, Iowa hereby approves and directs the Chair to sign this Letter of Support for the FY23-24 Multimodal Program Discretionary Grant (MPDG) Project and the 28E Cooperative Agreement for a Multimodal Program Discretionary Grant (MPDG) Project, and to provide all pertinent correspondence and project information to:

Attn: Josh Sebern, P.E.  
Guthrie County Engineer 2211 215 Rd  
Guthrie Center, IA 50115 (641) 747-2274

Adopted this 22<sup>nd</sup> day of August, 2023.

ATTEST:   
Auditor Wapello County

  
Chair, Board of Supervisors

**RESOLUTION 2023-35**

**In Support of the Joint MPDG Grant Agreement &**

**Letter of Support for the**

**2023-2024 Multimodal Program Discretionary Grant (MPDG) Project**

Whereas, Webster County, Iowa FM Routes Designation numbers: D20 & D36, have been identified as being part of a joint Multimodal Program Discretionary Grant (MPDG) Project, and

Whereas, it is desired by and in the interest of Webster County to participate fully in the MPDG project activities as a Sub-recipient and provide all requisite information necessary to bring to completion all project phases through final completion, and

Whereas, we are in support of Guthrie County providing Lead-recipient roles and duties, and

Whereas, we understand and accept the Sub-recipient roles and responsibilities as defined in the "28E Cooperative Agreement for a Multimodal Program Discretionary Grant (MPDG) Project", and

Whereas, each County Roadway Project Sponsor as shown in Section 4, paragraphs A-F shall be responsible for all local matching funds and accepts any costs exceeding the funds requested in the MPDG Grant application for their respective structure.

THEREFORE BE IT RESOLVED that the Board of Supervisors of Webster County, Iowa hereby approves and directs the Chair to sign this Letter of Support for the FY23-24 Multimodal Program Discretionary Grant (MPDG) Project and the 28E Cooperative Agreement for a Multimodal Program Discretionary Grant (MPDG) Project, and to provide all pertinent correspondence and project information to:

Attn: Josh Sebern, P.E.  
Guthrie County Engineer  
2211 215 Rd  
Guthrie Center, IA 50115  
(641)747-2274

Roll Call Vote:

Campbell:	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Carlson:	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Conrad:	Aye	<input type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input checked="" type="checkbox"/>
Hayes/ Dencklau:	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Thode:	Aye	<input type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input checked="" type="checkbox"/>

**PASSED AND APPROVED** on August 15, 2023

  
\_\_\_\_\_  
Niki Conrad, Chairwoman  
Webster County Board of Supervisors

ATTEST:   
\_\_\_\_\_  
Doreen Pliner, Webster County Auditor

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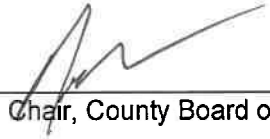
IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

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**County Signature Block**

This agreement was approved by official action of the (Insert County Name) County Board of Supervisors in official session on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
County Auditor

  
\_\_\_\_\_  
Chair, County Board of Supervisors

Prepared by & Return to:

Nick Rissman, Howard County Engineer, 114 7<sup>th</sup> Street West, Cresco, IA 52136 PH: 563-547-2620

**28E County / County Cooperative Agreement for a  
Multimodal Project Discretionary Grant (MPDG) Project**

This is an agreement between Chickasaw County, Iowa and Howard County, Iowa. Iowa Code Section 28E provides for the ability for state and local agencies to enter into cooperative agreements with each other for the purpose of efficient use of their powers.

WHEREAS, both Chickasaw County and Howard County are public agencies as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, Chickasaw County will be entering into a 28E with the Iowa County Engineers Association Service Bureau (ICEASB) and Delaware County, Iowa; Fayette County, Iowa; Guthrie County, Iowa; Mitchell County, Iowa; Wapello County, Iowa; and Webster County, Iowa for a Multimodal Project Discretionary Grant (MPDG), and

WHEREAS, the Chickasaw County submittal will be a joint submittal with Howard County, the City of Alta Vista (Chickasaw County) and the City of Elma (Howard County), for a project beginning in Alta Vista, thence northwesterly along V18 and ending in Elma, and

WHEREAS, each county will enter into an additional 28E Agreement with the applicable City (Chickasaw / Alta Vista & Howard / Elma), and

WHEREAS, in accordance with Iowa Code Chapter 28E and other relevant sections of the Code of Iowa, Chickasaw County and Howard County enter into this cooperative and joint Agreement to define the roles and responsibilities of each county in order to provide for the design, construction, and administration of the roadway projects as part of a MPDG Award, and

WHEREAS, both counties have informed themselves as to this Agreement.

IT IS NOW AGREED that Chickasaw County and Howard County will enter into this Agreement pursuant to Chapter 28E of the Code of Iowa providing for cooperative action pursuant to the proposed Project, and said cooperative actions include the following:

I. Pre-Award Roles and Responsibilities

A. ICEASB will enter into a Consultant Services contract with ISG to assemble and submit a grant application for the purposes of acquiring the MPDG funding.

1. ICEASB will invoice Chickasaw County for 1/7<sup>th</sup> of the ISG consultant fees.

a. Howard County shall be responsible for 50% of said invoice to Chickasaw County.



## II. Post-Award Roles and Responsibilities

- A. Chickasaw County will serve as Contracting Authority.
- B. Each County shall be responsible for the project development, construction inspection and completion of final paperwork for all applicable work done in their respective county.
  1. Chickasaw County
    - a. Project Route: On V18; from Alta Vista North, West and North to 100<sup>th</sup> Street (Chickasaw / Howard County line)
    - b. Preliminary Estimated Cost: \$4,749,467.46
  2. Howard County
    - a. Project Route: On V18; from 100<sup>th</sup> Street (Chickasaw / Howard County Line), North into Elma.
    - b. Preliminary Estimated Cost: \$2,102,095.29
- C. Financing
  1. Each County shall pay for their respective project costs.
  2. Payment to the Prime Contractor shall be made from each County's Farm to Market account.
  3. MPDG funds shall be reimbursed to each of the said accounts, as per normal Iowa Department of Transportation payment and reimbursement methodologies. All costs not reimbursed with MPDG funds, Federal-Aid STBG funds, or Farm to Market funds shall be paid for by each respective County. Any change orders during construction shall be approved by the Contracting Authority and the lead statewide applicant if required.
- D. Termination - This agreement will be terminated upon final acceptance of the work completed in both Chickasaw and Howard County and settlement of financial conditions set forth in the Financing paragraph above, including final project acceptance and closeout in FMIS and final acceptance of MPDG Grant award requirements and final reporting. If either county wish to terminate their responsibilities under this agreement, an amendment to this agreement must be executed by all parties specifying the conditions of such termination.
- E. Severability - If any part of this Agreement is found to be void and unenforceable then the remaining provisions of this Agreement shall remain in effect.
- F. Non-Discrimination - In accordance with Title VI of the Civil Rights Acts of 1964 and Iowa Code Chapter 216 and associated subsequent nondiscrimination laws, regulations and executive orders, the LPAs shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- G. Chapter 28E Provisions - There will be no new or separate legal or administrative entity created by this Agreement. The primary recipient shall be responsible for the filing of this Agreement with the Iowa Secretary of State as required by law following its execution.
- H. Execution - This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original and which together shall constitute one and the same instrument. In addition, the parties agree that the Agreement may be executed by electronic, digital, pdf, or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.
- I. Indemnification - The Counties shall Indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons to the extent caused by the respective acts or omissions by the Counties, or the officers, agents, or employees of either, in the course of any work done in connection with any of the matters set forth in this Agreement.

[Signatures on the following pages]


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**IN WITNESS WHEREOF**, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

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**County Signature Block**

This agreement was approved by official action of the Howard County Board of Supervisors in official session on the 5 day of June, 2023.

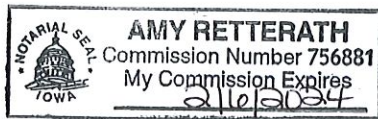
  
Julie Chapman, County Auditor

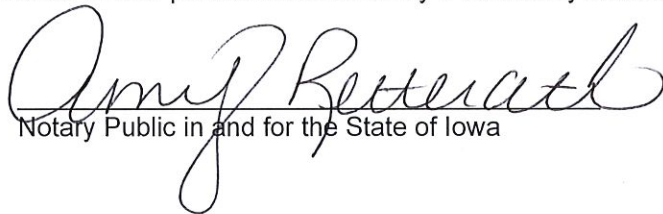
  
Joe Pisney, Board Chairperson

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STATE OF IOWA                    )  
  ) SS  
COUNTY OF HOWARD         )

On this 5 day of June, 2023, before me a Notary Public in and for the State of Iowa, personally appeared **Joe Pisney** and **Julie Chapman** to me personally known, who being duly sworn, did say that they are the Chairperson and Auditor, respectively, of Howard 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 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 the State of Iowa





Instrument #: 2023-1161

06/26/2023 02:06:34 PM Total Pages: 5

28E 28E AGREEMENT

Recording Fee: \$ 0.00

Shirley Troyna, Recorder, Chickasaw County Iowa



Prepared by & Return to:

Roman Lensing, Chickasaw County Engineer, 8 E. Prospect (PO Box 316), New Hampton, IA 50659

PH: 641-394-2321

**28E County / City Cooperative Agreement for a  
Multimodal Project Discretionary Grant (MPDG) Project**

This is an agreement between Chickasaw County, Iowa and the City of Alta Vista, Iowa. Iowa Code Section 28E provides for the ability for state and local agencies to enter into cooperative agreements with each other for the purpose of efficient use of their powers.

WHEREAS, both Chickasaw County and the City of Alta Vista are public agencies as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, Chickasaw County will be entering into a 28E with the Iowa County Engineers Association Service Bureau (ICEASB) and Delaware County, Iowa; Fayette County, Iowa; Guthrie County, Iowa; Mitchell County, Iowa; Wapello County, Iowa; and Webster County, Iowa for a Multimodal Project Discretionary Grant (MPDG), and

WHEREAS, the Chickasaw County submittal will be a joint submittal with Howard County, the City of Alta Vista (Chickasaw County) and the City of Elma (Howard County), for a project beginning in Alta Vista, thence northwesterly along V18 and ending in Elma, and

WHEREAS, Chickasaw County/Howard County and Howard County/City of Elma have already or will enter into additional 28E Agreements, and

WHEREAS, in accordance with Iowa Code Chapter 28E and other relevant sections of the Code of Iowa, Chickasaw County and the City of Alta Vista enter into this cooperative and joint Agreement to define the roles and responsibilities of each county/city in order to provide for the design, construction, and administration of the roadway projects as part of a MPDG Award, and

WHEREAS, both Chickasaw County and the City of Alta Vista have informed themselves as to this Agreement.

IT IS NOW AGREED that Chickasaw County and the City of Alta Vista will enter into this Agreement pursuant to Chapter 28E of the Code of Iowa providing for cooperative action pursuant to the proposed Project, and said cooperative actions include the following:

I. Pre-Award Roles and Responsibilities

A. ICEASB will enter into a Consultant Services contract with ISG to assemble and submit a grant application for the purposes of acquiring the MPDG funding.

1. ICEASB will invoice Chickasaw County for 1/7<sup>th</sup> of the ISG consultant fees.



- a. Howard County and Chickasaw County shall both be responsible for 50% of said invoice to Chickasaw County. The City of Alta Vista and the City of Elma will not be responsible for any of this cost.

## II. Post-Award Roles and Responsibilities

A. Chickasaw County will serve as Contracting Authority.

B. Each County and City shall be responsible for the project development, construction inspection and completion of final paperwork for all applicable work done in their respective area of jurisdiction. Each County and City may delegate responsibilities of any aforementioned aspects of the project to a consultant approved by both parties.

### 1. Chickasaw County

- a. Project Route: On V18; the center 22' of pavement/subbase on V18 (Gilmore Ave. / South White St.) from the South City Limits of the City of Alta Vista North to V18 (110<sup>th</sup> St. / Weber St.), then West on V18 (110<sup>th</sup> St. / Weber St.); the center 22' of pavement/subbase to the East Abutment of FHWA Bridge No. 000136, then West from the West Abutment of FHWA Bridge No. 000136 to V18 (Fayette Ave.), then North on V18 (Fayette Ave.) to 100<sup>th</sup> St. (Chickasaw / Howard County Line).
- b. Preliminary Design Estimated Consultant Cost (from the South City Limits of Alta Vista to FHWA Bridge No. 000136 East Abutment): 40% of Total Cost (Initial Total Estimate is \$143,000.00; 40% = \$57,200.00).
- c. Preliminary Estimated Construction Cost (from the South City Limits of City of Alta Vista to FHWA Bridge No. 000136 East Abutment): \$1,132,168.27
- d. Preliminary Estimated Construction Cost (from FHWA Bridge No. 000136 West Abutment to Chickasaw / Howard County Line): \$1,894,892.23
- e. Construction Inspection Estimated Cost (center 22' of pavement/subbase on V8 from the South City Limits of the City of Alta Vista to FHWA Bridge No. 000136 East Abutment): 100% of Total

### 2. City of Alta Vista

- a. Project Route: On V18; the area outside of the center 22' of pavement/subbase on V18 (Gilmore Ave. / South White St.) from the South City Limits of the City of Alta Vista North to V18 (110<sup>th</sup> St. / Weber St.), then West on V18 (110<sup>th</sup> St. / Weber St.); the area outside of the center 22' of pavement/subbase to the East Abutment of FHWA Bridge No. 000136. All utilities within the existing/proposed right of way (including the center 22' of pavement) will be the responsibility of the City of Alta Vista.
- b. Preliminary Design Estimated Consultant Cost (from the South City Limits of Alta Vista to FHWA Bridge No. 000136 East Abutment): 60% of Total Cost (Initial Total Estimate is \$143,000.00; 60% = \$85,800.00).
- c. Preliminary Estimated Construction Cost (from the South City Limits of Alta Vista to FHWA Bridge No. 000136 East Abutment): \$1,722,406.96
- d. Construction Inspection Estimated Cost (the area outside of the center 22' of pavement/subbase on V18 from the South City Limits of the City of Alta Vista to FHWA Bridge No. 000136 East Abutment and all utilities within the existing/proposed right of way (including the center 22' of pavement): 100% of Total

## C. Financing

1. Both Chickasaw County and the City of Alta Vista shall pay for their respective project costs, and both parties acknowledge the project costs detailed in Section B are estimates only. Therefore, both parties agree to enter into a separate contract once the project costs are better defined and prior to the commencement of construction; said contract shall specify the payment amounts, terms, and obligations of both parties--including any potential financial assistance Chickasaw County may provide to the City of Alta Vista.
2. Payment to the Prime Contractor shall be made from Chickasaw County's Farm to Market Account or directly from Chickasaw County Local Funds. Likewise, any and all payments toward the project costs made by the City of Alta Vista shall be deposited into Chickasaw County's Farm to Market Account or Local Account, as applicable.

3. MPDG funds shall be reimbursed to either the Chickasaw County Farm to Market Account or directly to Chickasaw County (depending on source of match), as per normal Iowa Department of Transportation payment and reimbursement methodologies. All costs not reimbursed with MPDG funds, Federal-Aid STBG funds, or Farm to Market funds shall be paid for by Chickasaw County and the City of Alta Vista. Any change orders during construction shall be approved by the Contracting Authority and the lead statewide applicant if required.
- D. Termination - This agreement will be terminated upon final acceptance of the work completed in both Chickasaw County (including work in the City of Alta Vista) and Howard County (including work in the City of Elma) and settlement of financial conditions set forth in the Financing paragraph above, including final project acceptance and closeout in FMIS and final acceptance of MPDG Grant award requirements and final reporting. If either Chickasaw County or the City of Alta Vista wish to terminate their responsibilities under this agreement, an amendment to this agreement must be executed by all parties specifying the conditions of such termination.
- E. Severability - If any part of this Agreement is found to be void and unenforceable then the remaining provisions of this Agreement shall remain in effect.
- F. Non-Discrimination - In accordance with Title VI of the Civil Rights Acts of 1964 and Iowa Code Chapter 216 and associated subsequent nondiscrimination laws, regulations and executive orders, the LPAs shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- G. Chapter 28E Provisions - There will be no new or separate legal or administrative entity created by this Agreement. The primary recipient shall be responsible for the filing of this Agreement with the Iowa Secretary of State as required by law following its execution.
- H. Execution - This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original and which together shall constitute one and the same instrument. In addition, the parties agree that the Agreement may be executed by electronic, digital, pdf, or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.
- I. Indemnification - Chickasaw County and the City of Alta Vista shall Indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons to the extent caused by the respective acts or omissions by the County or City, or the officers, agents, or employees of either, in the course of any work done in connection with any of the matters set forth in this Agreement.

[Signatures on the following pages]



IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

County Signature Block

This agreement was approved by official action of the Chickasaw County Board of Supervisors in official session on the 26 day of June, 2023.

*Matthew Kuhn*

Matthew Kuhn, Board Chairperson

*Sheila Shekleton*

Sheila Shekleton, County Auditor

STATE OF IOWA )  
COUNTY OF CHICKASAW ) SS

On this 26th day of June, 2023, before me a Notary Public in and for the State of Iowa, personally appeared **Matthew Kuhn** and **Sheila Shekleton** to me personally known, who being duly sworn, did say that they are the Chairperson and Auditor, respectively, of Chickasaw 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 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.

*Donna Geerts*

Notary Public in and for the State of Iowa



