

Marshall County Board of Supervisors

Regular Session January 28, 2026 at 9:00 a.m.

Courthouse, First Floor Meeting Room

1 E Main Street, Marshalltown, Iowa

AGENDA

1. Call to Order

How to Participate in the meeting

The Board encourages the public to remain engaged and actively participate via the ZOOM process if they are unable to attend the meeting in person. Presenters may provide documentation electronically for inclusion during the meeting prior to the agenda deadline and are requested to participate via ZOOM. There are 4 available options to view and/or participate in the public meetings: Attend in person.

- View on YouTube. View live or replay later. MARSHALL COUNTY YOUTUBE https://www.youtube.com/channel/UC2SRE_isBm8PyHrZNXf3nsA
- Call in by Phone: 1- 312 - 626 - 6799, Meeting ID 871 3622 1316 Passcode 526957
- Zoom. Participate Live. <HTTPS://US02WEB.ZOOM.US/J/87136221316?PWD=Q0LDEXVVEHPLSVROA3LVRDVTXCXHAQT09>

Notice to the Public

The Board of Supervisors welcomes comments from the public during the time allowed for discussion. You are requested to approach the podium and use the microphone, state your name and address for the record and limit the time used to present your remarks in order that others may be given the opportunity to speak. The normal process on any agenda item is for the Chair to read the item from the agenda. The Board is given an opportunity to comment on the issue and/or place a motion on the floor. An opportunity for discussion may be presented at which time the public may participate and a roll call vote will follow.

2. Roll Call. Chair Heil, Vice Chair Hibbs

- Present:
- Absent:
- Attended By Zoom:

3. Pledge of Allegiance

4. Approve Agenda

Motion by _____, second by _____ to _____ agenda.

Roll call vote: Hibbs, Heil.

5. Service Awards

15 years:

- Jarret Heil, Marshall County Supervisor.

5 years:

- Tabrina Eggleston, Sheriff's Office, Patrol Deputy.
- Shari Coughenour, Veterans Affairs, County Veterans Service Officer.

6. Consent Agenda:

6.a. Approve Previous Regular Session Minutes -January 14, 2026.

6.b. Approve claims as audited

Approve claims as audited. and authorize the County Auditor and Recorder to issue payment of the same. The listing of claims paid at this meeting and all claims paid in the current month will be published as part of the first meeting of the following month.

6.c. Reappointment for Civil Service Commission.

- Reappoint Mark Braga to the Civil Service Commission, term dates January 1, 2026 through December 31, 2031.
- Reappoint Darrell Templeton to the Civil Service Commission, term dates January 1, 2026 through December 31, 2031.

6.d. Personnel Changes:

- New Hire: Benjamin Matthew Thomas, Sheriff's Office, Deputy Sheriff, \$30.00 per hour to start on or after February 1, 2026.
- Status Change, Nicholas Mason Gould, Secondary Roads, TD1 to TD2 at \$32.37 per hour, effective January 31, 2026.
- Status Change, Omar Rico Alba, Secondary Roads, TD1 to TD2 at \$32.37 per hour, effective January 31, 2026.
- Status Change, Tyler Chase Standley, Secondary Roads, TD1 to TD2 at \$32.37 per hour, effective January 31, 2026.

Documents:

[NEW HIRE FORM-THOMAS.PDF](#)

[STATUS CHANGE 3 EMPLOYEES.PDF](#)

6.e. Appointments and Reappointments for Zoning Commission and Board of Adjustment.

Reappointments

- Reappoint Eric Bidwell to the Board of Adjustment, term dates January 1, 2026 through December 31, 2030.
- Reappoint Pat VonAhnen to the Zoning Commission, term dates January 1, 2026 through December 31, 2028.

Appointments

- Appoint Steve Salasek to the Board of Adjustment for the Remainder of Rick Landt's term from January 1, 2026 through December 31, 2027.

6.f. File Auditor/Recorder's Quarterly Report October – December 2025, Total \$72,022.55.

Documents:

[AUDITOR RECORDER QUARTERLY OCT 25-DEC 25.PDF](#)

6.g. End of Consent Agenda.

Motion by _____, second by _____ to _____ consent agenda.

Roll call vote: Hibbs, Heil.

7. Discussion on Public Hearing on Proposed Tax Levy.

8. Approve State of Iowa Alcohol Beverage Division License Renewal Jensen Golf, LC, LC0040617. DBA: The Harvester Golf Club.

Motion by _____, second by _____ to _____ State of Iowa Alcohol Beverage Division License Renewal Jensen Golf, LC, LC0040617. DBA: The Harvester Golf Club.

Roll call vote: Hibbs, Heil.

9. Approval to Contribute \$500.00 and support the Marshall Lincoln Highway Heritage Byway App.

Motion by _____, second by _____ to _____ and Contribute \$500.00 to support the Marshall Lincoln Highway Heritage Byway App.

Roll call vote: Hibbs, Heil.

Documents:

[MARSHALL_LINCOLN HIGHWAY HERITAGE BYWAY APP SUPPORT REQUEST.PDF](#)

10. Discussion and possible acceptance of EMS Consultant Report.

Motion by _____, second by _____ to _____ acceptance of EMS Consultant Report.

Roll call vote: Hibbs, Heil.

Documents:

[MARSHALL COUNTY EMS REPORT - UPDATED.PDF](#)

11. Discussion and possible action to approve previously discussed added services for the Jail/Sheriff's Office ARPA Emergency Exit Stairwell.

Motion by _____, second by _____ to _____ Discussion and possible action to approve previously discussed added services for the Jail/Sheriff's Office ARPA Emergency Exit Stairwell.

Roll call vote: Hibbs, Heil.

Documents:

[2025-06-16 ADD SERVICES LETTER.PDF](#)

12. Accept Bid of and Approve Lease to Chad Southard, Southard Farms LLC, for the Klauenberg Prairie Reserve Crop Ground-the Marshall County Conservation Board accepted sealed bids at the MCCB meeting on January 12, 2026, for the cash lease of crop ground at the Klauenberg Prairie Reserve, \$250.00 per acre, 85.75 acres, three-year lease effective 4/1/2026 through 3/31/2029, \$21,437.50 per year.

The Marshall County Conservation Board accepted sealed bids at the MCCB meeting on January 12, 2026 for the cash lease of 85.75 acres of crop ground at the Klauenberg Prairie Reserve located approximately three miles south and one mile west of Van Cleave in south central Marshall County. The Marshall County Conservation Board recommends to the Board of Supervisors the acceptance of the high bid from Chad Southard, Southard Farms LLC, for \$250.00/acre for 85.75 acres of crop ground for a total of \$21,437.50/year for a three-year lease, effective April 1, 2026, through March 31, 2029.

Legal description: The south half of the northeast quarter of Section 34, T82-N, R19W of the 5th P.M., Marshall County, IA. The northwest quarter of Section 35, T82-N, R 19W of the 5th P.M., Marshall County, Iowa. Farm #6461, fields 1 and 3

Motion by _____, second by _____ to _____ Bid of and Approve Lease to Chad Southard, Southard Farms LLC, for the Klauenberg Prairie Reserve Crop Ground-the Marshall County Conservation Board accepted sealed bids at the MCCB meeting on January 12, 2026, for the cash lease of crop ground at the Klauenberg Prairie Reserve, \$250.00 per acre, 85.75 acres, three-year lease effective 4/1/2026 through 3/31/2029, \$21,437.50 per year.

Roll call vote: Hibbs, Heil.

Documents:

[FARM LEASE BID APPROVAL.PDF](#)

13. Public Forum.

Time set aside for the public to make comments on topics of County business other than those listed on this agenda. No action will be taken on any of these topics brought up in the public forum.

14. Adjournment.

The next regular session is scheduled for Wednesday, **February 11, 2026** at 9:00 a.m., at the Courthouse, 1st Floor Meeting Room, 1 E Main Street. All business to be acted upon at that session should be submitted to the **County Auditor/Recorder's Office**, the **Board of Supervisors' Office**, or via email to the **Board Clerk** at BOSCLERK@MARSHALLCOUNTYIA.GOV, by **Wednesday, February 4, 2026** at 12:00 p.m. There being no further business to come before the Board, the meeting is adjourned at _____ a.m.

Subscribe to receive Marshall County notifications: <http://www.marshallcountyia.gov/list.aspx>

NEW EMPLOYEE APPROVAL/CHANGE OF EMPLOYEE STATUS FORM

SECTION I. To be completed by the Department Head/Supervisor

1. Name of Employee Benjamin Matthew Thomas
2. Date of Employment 2/1/26 Pay rate \$30.00
3. Department Sheriff's Office Job Classification Deputy Sheriff
4. Attach Documentation--References checked Yes [X] No []
5. Date Physical Given 11/26/25 Driver's License Check Yes
6. Job Description/Grading Complete? Yes [X] No [] [X] Union Employee [] Non-Union Employee
7. New Employee: Number hours per week 42.50 (Full Time is 32 or more hrs/wk).
If temporary, end date
8. Change of Employee Status: Effective Date Status From to
Date 1/20/26 Tentative Approval [Signature]

SECTION II. This form with the attachments and payroll forms should be forwarded to the Auditor's Office for processing and placement on the next Board of Supervisors' agenda for approval. Paychecks will not be issued until all forms are complete and Board approval granted.

APPROVAL/DISAPPROVAL / / Date
Board of Supervisors (yes or no + initials)

Sections I and II must be completed BEFORE going to payroll personnel (Auditor Office)

SECTION III. To be completed by payroll personnel (Auditor Office)

- 1. Are you a student at this time? Yes [] No []
2. W-4 and IA W-4 (Federal and State Withholding certificates)
3. Direct Deposit
4. IPERS Beneficiary Form and Book (Not needed for students)
5. Personnel Policy or Bargaining Unit Agreement, whichever is applicable
6. Health & Life Insurance application & booklets/Personal Accident Ins, Voluntary Accident Ins, Dental
7. Part-timers: 1) Individual Health Care Plan 2) Health Ins Referral Form
8. Credit Union Brochure
9. Employment Eligibility Verification Form
10. Sexual Harassment Policy and Family Medical Leave (if not under County Personnel Policy)
11. Deferred Comp Information

I have completed the forms and received the documents, as noted above.

DATE EMPLOYEE Signature



Assistant to Engineer

Bruce A Dieken
bdieken@marshallcountya.gov

Jill R. Tompkins
jtompkins@marshallcountya.gov

Paul C. Geilenfeldt, P.E.
Marshall County Engineer
pgeilenfeldt@marshallcountya.gov

101 East Church Street
Marshalltown, Iowa 50158
Office: 641-754-6343
Maintenance Shop: 641-754-6344



Office Manager

Lisa A. Reeder
lreeder@marshallcountya.gov

January 21, 2026

Board of Supervisors
Courthouse
Marshalltown IA 50158

RE: January 28, 2025 Meeting
Personnel

Supervisors:

Attached for your approval is a change of status for Nicholas Mason Gould of the Marshall County Secondary Roads Department effective 1/31/2026. His status will change from TD1 to TD2. He has met the requirements for the status change.

Sincerely,

Paul C. Geilenfeldt, P.E.
County Engineer

PCG:lar

xc:County Auditor

NEW EMPLOYEE APPROVAL/CHANGE OF EMPLOYEE STATUS FORM

SECTION I. To be completed by the Department Head/Supervisor

1. Name of Employee Nicholas Mason Gould
2. Date of Employment 11/20/2025 Pay rate \$31.57
3. Department Marshall Co Sec Rds Job Title TD1
4. Attach Documentation--References checked Yes X No
5. Date Physical Given YES Driver's License Check YES
6. Job Posting Dates: From 09/13/2025 to Present (10 Days Required)
7. Job Description/Grading Complete? Yes No X Union Employee YES
8. New Employee: Number hours per week 40 (Full Time is 32 or more hrs/wk)
9. Change of Status: Effective Date 1/31/2026 Position Title from TD1 to TD2 Pay Rate from \$31.57 to \$32.37
Date 1-21-26 Tentative Dept Approval [Signature]

SECTION II. This form, with the attachments and payroll forms, should be forwarded to the Board of Supervisor's Office for inclusion on the next Board agenda before the new employee begins work. Paychecks will not be issued until all forms are complete and Board approval granted.

APPROVAL/DISAPPROVAL Board of Supervisors (yes or no + initials) Date

Sections I and II must be completed BEFORE going to Auditor's Accounting Department

SECTION III. To be completed by payroll personnel (Auditor Office)

- 1. W-4 and IA W-4 (Federal and State withholding certificates)
2. I-9 Employment Eligibility Verification Form
3. IPERS Beneficiary Form (Full time student? Yes No --- Not needed for full time students)
4. Direct Deposit
5. Health, Dental, Life Insurance, EAP & Flexible Spending
6. Voluntary Life Insurance, Voluntary Accident Insurance & AFLAC
7. Part-time? Yes Health Ins Referral Form; No N/A
8. Credit Union Brochure
9. Deferred Comp Information
10. Personnel Policy (printed copy available upon request)
11. Sexual Harassment Policy and Family Medical Leave (if not under County Personnel Policy)

I have completed the forms and received the documents, as noted above.

DATE EMPLOYEE Signature



Assistant to Engineer

Bruce A Dieken
bdieken@marshallcountya.gov

Jill R. Tompkins
jtompkins@marshallcountya.gov

Paul C. Geilenfeldt, P.E.
Marshall County Engineer
pgeilenfeldt@marshallcountya.gov

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lreeder@marshallcountya.gov

January 21, 2026

Board of Supervisors
Courthouse
Marshalltown IA 50158

RE: January 28, 2025 Meeting
Personnel

Supervisors:

Attached for your approval is a change of status for Omar Rico Alba of the Marshall County Secondary Roads Department effective 1/31/2026. His status will change from TD1 to TD2. He has met the requirements for the status change.

Sincerely,

Paul C. Geilenfeldt, P.E.
County Engineer

PCG:lar

xc:County Auditor

NEW EMPLOYEE APPROVAL/CHANGE OF EMPLOYEE STATUS FORM

SECTION I. To be completed by the Department Head/Supervisor

1. Name of Employee Omar Rico Alba
2. Date of Employment 10/9/2025 Pay rate \$31.57
3. Department Marshall Co Sec Rds Job Title TD1
4. Attach Documentation--References checked Yes X No
5. Date Physical Given YES Driver's License Check YES
6. Job Posting Dates: From 09/13/2025 to Present (10 Days Required)
7. Job Description/Grading Complete? Yes No X Union Employee YES
8. New Employee: Number hours per week 40 (Full Time is 32 or more hrs/wk)
9. Change of Status: Effective Date 1/31/2026
Position Title from TD1 to TD2
Pay Rate from \$31.57 to \$32.37

Date 1-21-26 Tentative Dept Approval [Signature]

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2. I-9 Employment Eligibility Verification Form
3. IPERS Beneficiary Form (Full time student? Yes No --- Not needed for full time students)
4. Direct Deposit
5. Health, Dental, Life Insurance, EAP & Flexible Spending
6. Voluntary Life Insurance, Voluntary Accident Insurance & AFLAC
7. Part-time? Yes Health Ins Referral Form; No N/A
8. Credit Union Brochure
9. Deferred Comp Information
10. Personnel Policy (printed copy available upon request)
11. Sexual Harassment Policy and Family Medical Leave (if not under County Personnel Policy)

I have completed the forms and received the documents, as noted above.

DATE EMPLOYEE Signature



Assistant to Engineer

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bdieken@marshallcountya.gov

Jill R. Tompkins
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January 21, 2026

Board of Supervisors
Courthouse
Marshalltown IA 50158

RE: January 28, 2025 Meeting
Personnel

Supervisors:

Attached for your approval is a change of status for Tyler Chase Standley of the Marshall County Secondary Roads Department effective 1/31/2026. His status will change from TD1 to TD2. He has met the requirements for the status change.

Sincerely,

Paul C. Geilenfeldt, P.E.
County Engineer

PCG:lar

xc:County Auditor

NEW EMPLOYEE APPROVAL/CHANGE OF EMPLOYEE STATUS FORM

SECTION I. To be completed by the Department Head/Supervisor

1. Name of Employee Tyler Chase Standley
2. Date of Employment 11/20/2025 Pay rate \$31.57
3. Department Marshall Co Sec Rds Job Title TD1
4. Attach Documentation--References checked Yes X No
5. Date Physical Given YES Driver's License Check YES
6. Job Posting Dates: From 09/13/2025 to Present (10 Days Required)
7. Job Description/Grading Complete? Yes No X Union Employee YES
8. New Employee: Number hours per week 40 (Full Time is 32 or more hrs/wk)
9. Change of Status: Effective Date 1/31/2026 Position Title from TD1 to TD2 Pay Rate from \$31.57 to \$32.37
Date 1-21-26 Tentative Dept Approval

SECTION II. This form, with the attachments and payroll forms, should be forwarded to the Board of Supervisor's Office for inclusion on the next Board agenda before the new employee begins work. Paychecks will not be issued until all forms are complete and Board approval granted.

APPROVAL/DISAPPROVAL Board of Supervisors (yes or no + initials) Date

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6. Voluntary Life Insurance, Voluntary Accident Insurance & AFLAC
7. Part-time? Yes Health Ins Referral Form; No N/A
8. Credit Union Brochure
9. Deferred Comp Information
10. Personnel Policy (printed copy available upon request)
11. Sexual Harassment Policy and Family Medical Leave (if not under County Personnel Policy)

I have completed the forms and received the documents, as noted above.

DATE EMPLOYEE Signature

Memo

To: Deann S. Tomlinson, Marshall County Treasurer

From: Nan Benson, Marshall County Auditor/Recorder

Date: January 20, 2026

Re: Previous Quarter Fees Payment for the months of **October 2025-December 2025**

Attached is a copy of the recorder's Quarterly Report that itemizes the fees collected for that period. When the total collected is divided between County and State, The respective amounts are listed

I am submitting two checks totaling **\$72,022.55** for the quarterly payment:

Check # **1029** in the amount of **\$70,390.55** . This includes document recording related fees, passports, county's portion of vitals, conservation, etc.

Check # **1030** in the amount of **\$1,632.00** for the Records Management Fee Account.

The amounts per budget code are as follows:

0001-1-07-8110-400000	Recording Fees	\$34,300.00	
0001-1-07-8110-404000	RE Transfer Tax	\$12,746.37	
0001-1-07-8110-408000	Conservation Co. Fees (except boat titles)	\$1,832.00	
0001-1-07-8110-410000	Auditor's Transfer Fee	\$2,305.00	
0001-1-07-8110-413000	Vitals	\$4,094.00	
0001-1-07-8110-415000	Passports	\$11,870.00	
0001-1-07-8110-419000	Non-Standard Format Fee	\$0.00	
0001-1-07-8110-550000	Photocopies, Plat Books, Misc	\$1,419.75	
0002-1-02-8010-503000	Election Reimbursements(Sold equipment)	\$0.00	
0001-1-07-8110-559000	Postage Fees	\$82.00	
0001-4-07-8110-600000	Interest/Checking	\$22.43	
0001-1-07-8110-822000	Overage Fees	\$22.00	
0001-1-22-6100-412000	Conservation Fund/Boat Titles	\$65.00	
5300-1-00-0500-416000	E-Commerce Fees	\$1,632.00	
Subtotal	Passports, Co. Fees, Conservation, Docs.	\$70,390.55	
0024-1-07-8110-414000	Records Management Fees		\$1,632.00
	Total	\$72,022.55	

Note:

Records Management Fees:	\$1,632.00
E-Commerce Fees:	\$1,632.00
Passports, Co. Fees, Conservation, Docs:	\$68,758.55
Total:	\$72,022.55

New Line Item for Election-Needs to be put in an Election Account.



December 22, 2025

Marshall County Board of Supervisors
Marshall County Courthouse
1 E. Main St
Marshalltown, IA 50158

Subject: Support for a Statewide Lincoln Highway Audio Tour App

Dear Marshall County Board of Supervisors,

As Coordinator of the Lincoln Highway Heritage Byway, I am writing to share the success of our Iowa Valley Scenic Byway Audio Tour & App and to request your support in expanding this valuable resource to include the Lincoln Highway Heritage Byway-A National Scenic Byway.

The Lincoln Highway was the first improved transcontinental route across the United States and travels from river to river crossing 13 counties and 43 communities in Iowa. To bring its stories to life, we are asking each county to contribute **\$500 toward the development of a statewide Lincoln Highway Audio Tour App**. This funding will cover the cost of development, making the app available on both the Google Play Store and Apple App Store, as well as printing and distributing a companion brochure to communities and Iowa Welcome Centers.

Our Iowa Valley Scenic Byway App has grown steadily over the past two years thanks to its (online-only) App and promotion through Facebook and newsletters. We continue to enhance it with community links, new photos, and interactive features such as quizzes and a scavenger hunt in the future. Please explore the app at <https://seeyouonthebyway.stqry.app>. At the bottom of the page, you'll see that we have already begun testing Lincoln Highway sites from our Interpretive Plan.

Availability of the App on the Google Play Store and the Apple App Store will allow us to reach more families and travelers by offering:

- Improved GPS navigation in areas with limited internet access
- On the road access to videos and links to local amenities
- Accessibility features such as text and audio options
- Analytics tools to measure engagement and success

Lincoln Highway travelers have been requesting this tool for several years, and we are excited to finally make it possible. Your **\$500** investment in 2026 will help increase visitor traffic to the communities along the Lincoln Highway and introduce the rich history to new audiences.

Thank you for your consideration. I look forward to your response and to working together to highlight the Lincoln Highway in Marshall County.

Sincerely, *Jeanie L. Hau*

Jeanie Hau
Coordinator, Lincoln Highway Heritage Byway-A National Scenic Byway & Iowa Valley Scenic Byway

Marshall County, Iowa

Findings and Solutions for Emergency Medical Services

October 2025



Iowa EMS Consultants

Contributors

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Megan Sorensen, BSN, RN,
MHA, NEA-BC

Brent Hinders, J.D., M.P.A.

Grace Hall, BSN, RN

Introduction and History

Iowa EMS Consultants presents the following information for the Marshall County EMS Task Force in response to the “Emergency Medical Services Consolidation Feasibility Study and Implementation Planning.” All of the information in this study has been obtained via stakeholder interviews, subject matter expert discussions, and requested information from stakeholders and subject matter experts.

The EMS Task Force is comprised of the following individuals:

City of Marshalltown: Christopher Cross, Mike Ladehoff, Carol Webb

Marshall County: Carol Hibbs, Joel Phillips, Kim Elder

Volunteer Fire Chiefs: Brad Pfantz, Jacob Patterson

Unity Point Health: Shari King

Marshall County consists of Marshalltown, Albion, Clemons, Ferguson, Gilman, Haverhill, Laurel, Le Grand, Liscomb, Melbourne, Rhodes, St. Anthony, and State Center. The county consists of 573 square miles, with the Iowa River running through the middle. The total population is 40,105 per the 2020 Decennial Census (States, 2024). Marshalltown is the county seat and has the greatest population, 27,591 (States, 2024). Marshalltown currently has a full-time fire department with 27 EMS providers on staff and is housed at the Marshalltown Police and Fire Department Headquarters. The Marshall County Communication Center is also housed at the joint Marshalltown Police and Fire Department Headquarters. Marshall County Communication Center dispatches for the entire county, including Marshalltown Fire Department and Unity Point Health in Marshalltown.

Currently, Unity Point Health in Marshalltown responds to 911 EMS calls in the county, with first response services from the volunteer departments and Marshalltown Fire Department. Unity Point Marshalltown provides 911 EMS service to the vast majority of Marshall County through a written transportation agreement with each geographical district. Unity Point Marshalltown does not have a transport agreement with the town of Conrad, Iowa, which covers the very northeast section of Marshall County. Unity Point Marshalltown terminated this agreement when Conrad started their own transportation service. While we do not believe Unity Point Marshalltown would enforce the 30-day termination clause stated within their contract, we feel it is too risky to maintain a transportation agreement with such a short termination notice requirement. Especially with the volatility and unpredictable changes in the management of rural healthcare. The service levels for the county services are as follows:

- UP Marshalltown – Provisional Paramedic
- Albion – EMT non-transport
- Gilman - EMT transport
- Green Mountain – EMT non-transport
- Le Grand – EMT non-transport
- Liscomb – EMT non-transport
- Marshalltown – EMT non-transport
- Melbourne – EMR non-transport
- Rhodes – EMR non-transport
- State Center - EMT conditional, AEMT transport

Per Marshall County Communications, the following are the Medical Related Incidents based on service for 2024:

- UP Marshalltown – 4657 (not including interfacility transfers)
- Albion – 151
- Gilman – 126
- Green Mountain – 146
- Le Grand – 167
- Liscomb – 151
- Marshalltown – 2697
- Melbourne – 161
- Rhodes – 150
- State Center – 212

Per stakeholder information, the following are the EMS vehicles within Marshall County:

- UP Marshalltown – 6 ambulances (2 local community funded)
- Albion – Quick Response Vehicle (QRV)
- Gilman – 2 ambulances
- Green Mountain – QRV
- Le Grand – QRV
- Liscomb – QRV
- Marshalltown – QRV
- Melbourne – QRV
- Rhodes – QRV
- State Center – Ambulance

Iowa EMS Consultants has found that EMS response on a first responder level within the county is the highest quality it can be based on resources and manpower. Dwindling volunteerism is a statewide crisis and Marshall County is not an exception.

Iowa EMS Consultants interviewed over thirty Marshall County first responders, all of whom requested to maintain their anonymity. After these interviews, we have concluded that the relationship between Marshall County first responders and Unity Point Marshalltown is strained. Within these interviews, we were given little positive feedback from the first responders regarding Unity Point Marshalltown. First responders informed Iowa EMS Consultants that their relationship with Unity Point Marshalltown was “a wreck” and that Unity Point Marshalltown treats first responders “like garbage.”

The following solutions all have one thing in common. No matter the solution chosen, they must assist the different volunteer organizations with not only continuing education training, but also supply disposable medical supplies which consolidates buying power. All first responders in Marshall County play a critical role in providing EMS to the county. With Marshall County being so vast, the assistance of the first responders is crucial to providing quality EMS care. The solution chosen should reflect the value of the first responders, this includes providing continuing education and resources to ensure the first responders in the county are being well supported. The amount of economic savings to the Marshall County taxpayer by these volunteer departments is unmeasurable.

Excluding the Marshalltown Fire Department there are eight departments providing EMS first response in the county. It is our advice that the Task Force recommends to the county board of Supervisors that an annual stipend of \$5,000.00 be allocated to each of the eight first responder departments for the purchase of EMS related items.

Solutions:

Iowa EMS Consultants have reviewed all the information, data, and stakeholder input in order to compile recommendations for Marshall County. Iowa EMS Consultants recommends the task force engages the services of Brent Hinders J.D. MPA of Hopkins & Huebner P.C. for any legal services needed in the future.

Solution A: Unified Intergovernmental EMS System

This proposed plan outlines a collaborative approach between Marshall County and the City of Marshalltown to establish a Unified Intergovernmental EMS System and is based on Iowa Code Chapter 357F which creates an EMS district based on a 28E agreement and further formation of an EMS district (Emergency Medical Services Districts, 2020). The 28E agreements will be between Marshall County and the city of Marshalltown and a second 28E agreement between Marshall County and the city of State Center.

Solution A relies on a 28E agreement to be established between Marshall County and the city of Marshalltown. Marshalltown Fire Department will provide the infrastructure and resources while Marshall County will provide the initial funding and on-going funding. The County can initiate a levy, via public vote, that assists with the on-going funding. Per Iowa EMS Consultants' research and collected data, both Marshall County and the city of Marshalltown have sufficient cash reserves to cover the initial start-up costs. This plan should be expanded to other cities in the county to create an EMS Service District per Iowa Code 357F after a levy has been passed.

This 28E agreement is intended to start ALS transport coverage to the entirety of Marshall County as it transforms to a district under Iowa Code 357F and while the campaign for

The EMS Essential Service Bill goes to the public for a vote. A 28E agreement between Marshall County and State Center is needed for housing a staffed ambulance in their station. This solution includes three (3) ALS transport ambulances in the city of Marshalltown and one (1) ALS transport ambulance in State Center all staffed with Marshalltown Firefighters. The day to day operations are handled by the Marshalltown Fire Department Command Staff. Oversight is by this Task Force.

The benefit of this solution is the shared responsibility and cost efficiency across multiple jurisdictions within Marshall County. This Unified Intergovernmental EMS System greatly improves coordination and resource allocation while the scalability is increasing to bring other cities into the district in a structured and legally supported way.

The first step is to keep the existing EMS Task Force in place, not only for management and oversight of this Unified Intergovernmental EMS System, but it is also required for the essential service vote. We do recommend adding one representative from the mayors group of Marshall County. It is imperative that the Marshall County first responders continue to provide the first response service throughout the county as they are essential in providing high quality EMS to the county.

It may appear that the vast majority of the economic burden is placed on Marshall County, and that is because everyone is a county resident. The City of Marshalltown has enough call volume to justify their own ALS transport service, however, that would not be fair to the City of Marshalltown taxpayer as their EMS units would be responding out in the county to assist other agencies.

28E Agreement Responsibilities	
Marshall County	Marshalltown
Ambulance Purchase: will need to buy 2, and 2 will be from UP Marshalltown that have been funded by the community \$900,000	Fuel \$20,000
Equipment \$230,000	EMS Billing
Collect Tax/ EMS Revenue	Repairs and Upkeep \$25,000
Unit Ins. \$25,000 (est)	Station in Marshalltown
Reimburse City for Salary/ Benefits Quarterly	Provide Command Staff
28 New hires \$3,756,869.70 Annually	Provide Medical Direction Up to \$10,000
	Day to Day Operations
	Training/Support to County volunteers
	Record Keeping
	Employee PPE \$210,000
	Medical Malpractice Insurance for Ambulances \$50,000.00 (est)
	Medical Supplies \$25,000

4,808 Calls Per Year - 35% No Transport = 3,125 Billable Calls

3,125 Billable Calls x \$600 Average Collections Per Call = \$1,875,120 Collected

\$1,875,120 Collected x 12% Billing = \$225,014 Billing Fee

\$1,875,120 Collected - \$225,014 Billing Fee = \$1,650,106 After Billing/Revenue Collected

\$1,650,106 + \$1,700,000 Essential Tax + \$540,000 1% Surtax = \$3,890,106 Revenue/Tax Collected

\$3,890,106 Collected - \$3,756,869.70 Salaries for 28 Paramedic/Firefighters = \$133,237.00 Unused

Solution B: Creation of Marshall County EMS System

A county wide EMS system for Marshall County would consist of building a new EMS station, buying two new EMS units, buying one QRV, and hiring the appropriate amount of personnel to staff the ambulances. The staffing would consist of an EMS Chief, Assistant EMS Chief, 25 paramedics, and three captains. This solution also includes a 28E agreement between Marshall County and the city of State Center to have one fully staffed ambulance in State Center and three fully staffed ambulances in the city of Marshalltown. Additionally, Marshall County first responders would remain essential in providing the first response service within the county

Costs:

New Station (125'x50' Living Area and 5 Bays) \$4,000,000 Furnished 2
New EMS Units (2 Back from Unity Point) \$900,000
1 QRV \$55,000
EMS Chief* \$150,487
Assistant Chief* \$120,390
Insurance* \$676,188
Staff Salaries* \$140,000ea x 28 = \$3,920,000 including OT
Unit Insurance* \$25,000 est.
Medical Malpractice Insurance* \$50,000 est.
Property Insurance* \$4,000 est.
Electric, Water, Natural Gas* \$24,000
Annual Upkeep* \$2,000

Total Start Up Cost = \$9,929,065

*Annual Costs = \$4,972,065

Revenue Generated

\$1,700,000 Essential Tax

\$540,000 1% Tax

\$1,650,106 Collections

Total Revenue Generated = \$3,890,106

\$4,972,065 Annual Costs - \$3,890,106 Total Revenue = \$1,081,959 Tax Burden Annually

The American Heart Association guidelines is for a patient to have a balloon angioplasty within 90 minutes. Keeping this in mind here are two scenarios utilizing solutions A & B.

1300 hrs Call - South Center Street & Palmer Street, Marshalltown
1301 hrs 55 y/o female chest pain, diaphoretic onset 2 minutes
1302 hrs Alert Marshalltown Fire Department or Marshall County EMS
1305 hrs ALS arrival and starts treatment
1312 hrs ALS leaves for Des Moines w/STEMI patient
ALS has 12 lead EKG confirms ST elevation
Starts large bore IV notifies Des Moines Hospital of STEMI alert with 57 minute
ETA (by Google maps) Code 3 (lights/sirens)
Enroute patient receives
Aspirin 324 mg
Nitro 0.4 mg SL
Morphine / Fentanyl for pain
Heparin bolus and maintenance drip
Clopidogrel (Plavix) 600 mg or Ticagrelor (Brilinta) 180 mg
Nitro drip (if appropriate) via IV pump
Obtain labs
1419 hrs ALS arrives at Cardiac Cath Lab at Des Moines Hospital

One hour and 17 minutes from onset of chest pain, the patient is in a heart center with a Cardiac Catheterization Lab.

This is not the future of EMS, this is happening right now in Storm Lake, Iowa. Buena Vista County Hospital operates Buena Vista County Ambulance Service. Their STEMI patients go straight to a Sioux City Hospital, 68 Miles away. This same style of protocol can be used with stroke patients.

Now take this same scenario but instead, Marshalltown Fire Department or Marshall County EMS going all the way to Des Moines, they transport to a predetermined landing zone at the Harvester in the Southwest corner of Marshall County.

1300 hrs	Call - South Center Street & Palmer Street in Marshalltown
1301 hrs	55 y/o female with chest pain, diaphoretic, onset 2 minutes
1302 hrs	Alert Marshalltown Fire Department or Marshall County EMS
1305 hrs	ALS arrival and starts treatment
1310 hrs	Incident commander notifies dispatch: This is a STEMI patient and Medic 1 wants to meet Life Flight One at the Harvester Landing Zone
1312 hrs	ALS leaves for Harvester Landing Zone (24 minutes away)
1312 hrs	ALS interventions including Aspirin 324 mg Nitro 0.4 mg SL Morphine / Fentanyl for pain Heparin bolus and maintenance drip Clopidogrel (Plavix) 600 mg or Ticagrelor (Brilinta) 180 mg Nitro drip (if appropriate) via IV pump Obtain labs
1312 hrs	Life Flight One starts lift procedure with a 27 minute ETA to Harvester LZ
1334 hrs	ALS ground arrives at Harvester LZ
1339 hrs	Life Flight One arrives at Harvester LZ
1349 hrs	Life Flight One lifts off for Iowa Methodist in Des Moines w/12 minute flight
1401 hrs	Life Flight One lands at Iowa Methodist
1406 hrs	Patient in Cath Lab via the Megavator (designated elevator from pad).

The patient is in the Cardiac Catheterization Lab one hour and six minutes after onset. While it is only an 11 minute difference from the previous scenario, it would be beneficial due to the flight crew expertise and reduced out of service time for the ALS unit.

Solution C: Marshall County pays Unity Point Marshalltown \$1 Million Annually

Advantages of Staying with Unity Point

- \$1,000,000 turnkey service
 - No new benefits or perks of a new service
- Familiarity with Unity Point

Detriments to Staying with Unity Point

- Continued strain with first responders
 - If volunteer first responders continue to feel this tension, they are more likely to step down from their role.
- ALL patients must go to Unity Point per Unity Point Policy
- No control of Unity Point Administration can lead to unpredictable changes in policies or staffing
 - This could lead to vulnerability within Unity Point EMS staff
- Lack of available 911 units due to interfacility transfers

Summary:

While all three solutions Iowa EMS Consultants has provided are viable, solution B and C are simply not feasible. Solution C is not reasonable due to Unity Point's complete lack of respect and distrust of the vast majority of county first responders. This poor relationship will ultimately lead to continued turmoil and eventual loss of first responders throughout Marshall County. Additionally, the Unity Point policy requiring all Unity Point transports going back to the Unity Point Marshalltown hospital does not serve the best interest of all Marshall County residents and visitors. On a patient's worst day, the patient should not need to worry about what hospital their ambulance service is going to transport them to. The very essence of a quality ambulance service is to serve the patient's best interests. Solution B is not recommended simply because of the economic unfavorability due to the astronomical startup cost and the difficulty of recruiting EMS staff into a non-fire based EMS system.

Iowa EMS Consultants' core beliefs are doing what is best for the patient, the provider, and the taxpayer. Keeping this in mind, we fully endorse Solution A, a Unified Intergovernmental EMS System. This solution is most aligned with our core beliefs, and we feel it truly is what is best for the patient, the provider, and the taxpayer of Marshall County. Iowa EMS Consultants would like to thank the Marshall County EMS Task Force for engaging and trusting our firm for their future EMS System.

References

Emergency Medical Services Districts, 357F (2020).

<https://www.legis.iowa.gov/docs/code/2021/357F.pdf> States,

U. (2024). *Explore Census Data*. Census.gov.

https://data.census.gov/profile/Marshall_County



Cedar Rapids

200 Fifth Avenue SE Ste. 201
Cedar Rapids, Iowa 52401
(319) 363-6018

Des Moines

100 Court Avenue Ste. 100
Des Moines, Iowa 50309
(515) 309-0722

Iowa City

24 ½ S. Clinton Street
Iowa City, Iowa 52240
(319) 363-6018

Madison

301 N. Broom Street Ste. 100
Madison, Wisconsin 53703
(608) 819-0260

opnarchitects.com

June 16, 2025

Marshall County
Attn: Lucas Baedke
Marshall County Buildings & Grounds Director
lbaedke@marshallcountya.gov
(641) 485-2584

RE: Additional Architectural Services
Sheriff Office and Jail Project using ARPA Funds
2369 Jessup Avenue
Marshalltown, IA 50158

Lucas – this letter is offered as follow up to our recent conversation regarding our Additional Services for the Sheriff Office and Jail Complex – Phase 1 and your request for a summary of these services and Scope of Work. This project was bid in December of 2024, but it was not awarded, and we are currently working to revise the Scope of Work and assist you with a rebid.

This letter concerns the Additional Services that were necessary and required of the Authority Having Jurisdiction (AHJ), the code official, last November in the preparation of the Construction Documents.

During design and preparation of the Construction Document we were operating on the premise that the occupants, and use of the building, was not changing and therefor would be grandfathered code approval without bringing the building completely up to meet all current code standards. While we sought approval in the earlier stages of design with a review of the project with the AHJ, they did not inform us until October that they were going to require additional exiting that necessitated the addition of a new exit stair. At this point the documents were very near completion and required OPN and our consultants to revise and prepare additional documents for bid to address the stair and related items.

The time necessary for this additional effort was provided in November. And we reviewed these additional costs with you in December. These are summarized as follows:

OPN Architects	\$ 7867.00
RCE – MEP engineering	\$ 4465.00
Raker Rhoades – Structural engineering	<u>\$ 2500.00</u>
	\$14,832.00

We would like to formalize an amendment to address these additional fees and allow us to invoice at this time. We have delayed this request until now, to consider further additional services with this same amendment as the revised Scope of Work for the second bid was still under consideration.



We are now working to complete revisions for this next bid and know that further additional services for more scope changes are not required. The rework of drawings for this next bid will not require services beyond the \$14,832.00 noted above.

Should you have any questions or require further explanation of these services I would be happy to review these with you or the supervisors at your convenience. We look forward to continuing to assist you and to bringing this project through a successful bid and to completion.

OPN ARCHITECTS, INC.

A handwritten signature in black ink, appearing to read 'Rick Seely', is written over a light gray horizontal line.

Rick Seely, AIA
Principal

FARM LEASE - CASH OR CROP SHARES
THE IOWA STATE BAR ASSOCIATION
Official Form No. 135
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Taxpayer Information: (name and complete address)

Return Document To: (name and complete address)

Grantors:
Marshall County, Iowa

Grantees:

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

FARM LEASE - CASH OR CROP SHARES

THIS LEASE ("Lease") is made between Marshall County Conservation Board ("Landlord"), whose address for the purpose of this Lease is 2349 233rd Street, Marshalltown, IA 50158 and Southard Farms LLC ("Tenant"), whose address for the purpose of this Lease is PO Box 355, Conrad, IA 50621

THE PARTIES AGREE AS FOLLOWS:

The Klauenberg Prairie Preserve is located approximately three miles south and one mile west of Van Cleve in southcentral Marshall County. Legal description (2); The South Half of the Northeast Quarter of Section thirty-four, Township Eighty-two north, Range Nineteen West of the Fifth P.M. Marshall County, Iowa.

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate situated in Marshall County, Iowa (the "Real Estate"):

2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):

a. Total annual cash rent of \$ **\$21,437.50** payable, unless otherwise agreed, as follows:
\$ **one-half on the 15th day of April of each lease year**
\$ **second-half on the 1st day of December of each lease year**

b. Crop share % of corn, % of soybeans, and % of other crops raised on the Real Estate.

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date.

Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent.

Payments from participation in these programs shall be divided N/A % Landlord N/A % Tenant. Governmental cost-sharing payments for permanent soil conservation structures shall be divided

 N/A % Landlord N/A % Tenant. Crop disaster payments shall be divided N/
 A % Landlord N/A % Tenant.

3. **LANDLORD'S LIEN AND SECURITY INTEREST.** As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution. Tenant shall also sign any additional forms required to

validate the security interest in government program payments.

Tenant shall not sell such crops unless Landlord agrees otherwise. Tenant shall notify Landlord of Tenant's intention to sell crop at least three (3) business days prior to sale of the crop (with business days being described as Monday through Friday, except any Iowa or federal holidays). Tenant shall pay the full rent for the crop year in which the crop is produced, whether due or not, at the time of sale pursuant to Landlord's consent to release Landlord's security interests. Upon payment in full Landlord shall release Landlord's lien on the crop produced in that crop year on the premises. The parties agree that by the Landlord releasing the lien as to the crop in one year, the Landlord in no way releases the lien or agrees to release the lien in any prior or subsequent year.

Tenant shall sign and deliver to Landlord a list of potential buyers of the crops upon which Landlord has been granted a security interest in this lease. Unless Landlord otherwise consents, Tenant will not sell these crops to a buyer who is not on the potential list of buyers unless Tenant pays the full rent due for the crop year to the Landlord at or prior to the date of sale. Landlord may give notice to the potential buyers of the existence of this security interest.

Landlord is further granted the power, coupled with an interest, to sign on behalf of Tenant as attorney-in-fact and to file one or more financing statements under the Iowa Uniform Commercial Code naming Tenant as Debtor and Landlord as Secured Party and describing the collateral herein specified. Tenant consents to the financing statement being filed immediately after execution of this Lease.

4. INPUT COSTS AND EXPENSES. Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be directed by Tenant. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant. The following materials, in the amounts required by good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

	% Landlord	% Tenant
(1) Commercial Fertilizer		100%
(2) Lime and Trace Minerals		100%
(3) Herbicides		100%
(4) Insecticides		100%
(5) Seed		100%
(6) Seed cleaning		100%
(7) Harvesting and/or Shelling Expense		100%
(8) Grain Drying Expense		100%
(9) Grain Storage Expense		100%
(10) Other		

Phosphate and potash on oats or beans shall be allocated ___% the first year and ___% the second year, and on all other crops allocated ___% the first year and ___% the second year. Lime and trace minerals shall be allocated over ___ years. If this Lease is not renewed, and Tenant does not therefore receive the full allocated benefits, Tenant shall be reimbursed by Landlord to the extent Tenant has not received the benefits. Tenant agrees to furnish, without cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals

5. PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS. Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation or livestock.

Tenant shall maintain accurate yield records for the real estate, and upon request, during or after lease term, shall disclose to Landlord, all yield base information required for participation in government program

6. DELIVERY OF GRAIN. If this lease is a crop share lease, Tenant, without cost to Landlord, shall deliver Landlord's grain pursuant to request, at reasonable times, to the elevator at N/A or elsewhere at no further distant point.

7. LANDLORD'S STORAGE SPACE. If this lease is a crop share lease, Landlord reserves 0 % of all crib and granary space for storage of the rent share crops.

8. ENVIRONMENTAL.

a. Landlord. To the best of Landlord's knowledge to date:

i) Neither Landlord nor, Landlord's former or present tenants, are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and

all zoning and other land use matters.

ii) Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations.

iii) No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.

iv) The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant shall be liable for removal of solid waste disposal sites to the extent that the Tenant created or contributed to the solid waste disposal site at any time.

Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which is not a result of actions of the Tenant or which arises after date of execution but which is not a result of actions of the Tenant.

Landlord shall disclose in writing to Tenant the existence of any known wells, underground storage tanks, hazardous waste sites, and solid waste disposal sites. Disclosure may be provided by a properly completed groundwater hazard statement to be supplemented if changes occur.

b. Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may/ may not be stored on the premises for more than one year. Farm chemicals for use on other properties may/ may not be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may/ may not be disposed of on the premises. Dead livestock may/ may not be buried on the premises. If disposal of solid waste or burial of dead animals is permitted as stated in the previous two sentences, the

disposal or burial shall be in compliance with all applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

In the absence of selection of an alternative where choices are provided in this paragraph 8b, the choice of the word "may" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.

9. TERMINATION OF LEASE. This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.

10. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$ 100.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

11. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.

12. VIOLATION OF TERMS OF LEASE. If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

13. REPAIRS. Tenant shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul

the materials to the repair site without charge to Landlord.

14. NEW IMPROVEMENTS. All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.

15. WELL, WINDMILL, WATER AND SEPTIC SYSTEMS. Tenant shall maintain all well, windmill, water and septic systems on the Real Estate in good repair at Tenant's expense except damage caused by windstorm or weather. Tenant shall not be responsible for replacement or installation of well, windmill, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the premises.

16. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD. No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

17. NO AGENCY. Tenant is not an agent of the Landlord.

18. TELEVISION AND RADIO. Tenant may install and remove, without causing material injury to the premises, Tenant's television reception antennas, microwave dishes, and radio reception and transmission antennas.

19. ACCOUNTING. The method used for dividing and accounting for the harvested grain shall be the customary and usual method used in the locale.

20. ATTORNEY FEES AND COURT COSTS. If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

21. CHANGE IN LEASE TERMS. The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

22. CONSTRUCTION. Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

23. NOTICES. The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 9, which shall be governed by the Code of Iowa.

24. ASSIGNMENT. Tenant shall not assign this Lease or sublet the Real Estate or any

portion thereof without prior written authorization of Landlord.

25. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

26. **ADDITIONAL PROVISIONS.**

DATED: _____

Southard Farms LLC, TENANT Emily Herring Director, MCCB, LANDLORD

On this day of (month), (year), before me,, a Notary Public in and for the State of Iowa, personally appeared _____, _____ and _____, to me personally known, and, who, being by me duly sworn, did say that they are the members of the Board of Supervisors of Marshall County, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Supervisors, as contained in Resolution adopted by the Board of Supervisors, under Roll Call No. of the Board of Supervisors on the ____ day of _____, 20__, and that _____, _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of Marshall County, Iowa, by it voluntarily executed.

Notary Public in and for the State of Iowa