

OFFICIAL NOTICE

The Des Moines County Board of Supervisors will hold a regular session on **Tuesday, January 23rd, 2024** at 9:00 A.M. in the public meeting room at the Des Moines County Courthouse.

8:30 AM -Work Session: Board of Supervisors: Review of Weekly Business

PUBLIC NOTICE – the meeting can be viewed by live stream at <https://desmoinescounty.iowa.gov/live/>
Anyone with questions during the meeting may email the Board of Supervisors at board@dmcounty.com OR call 319-753-8203, Ext 4

TENTATIVE AGENDA:

1. Pledge of Allegiance
2. Changes to Tentative Agenda
3. Meet with Department Heads / Elected Officials
4. Correspondence
5. Discussion / Vote:
 - A. Payroll Reimbursement Claims
 - B. Resolution #2024-006 Approving the Use of DMC UEI# for Secondary Roads
 - C. Resolution #2024-007 and Final Plat for 1st Addition to Logan Creek Subdivision
 - D. Approval of Contract for DMC Highway 99 Bridge H-14 LFM-CO29(H14)—7X-29
 - E. Approval of Contract for Upper Flint Road Bridge FR-11 LFM-CO29(FR-11)—7X-29
 - F. Letter of Support for Mississippi River Parkway Commission for Iowa
 - G. Personnel Actions:
 1. Local Health (3)
 - H. Reports:
 1. Clerk's Report of Fees Collected, December 2023
 2. Dewey Byar Trust U/W Report, 2023
 - I. Minutes for Regular Meeting on January 16th, 2024
 - J. Canvass Results of Two Rivers Levee & Drainage District Election
6. Other Business
7. Future Agenda Items
8. Committee Reports
9. Public Input
10. Adjournment

Work Sessions following the meeting:

BOS / Community Action / Cheryl McVey, Budget Director

RE: Community Action, Non-Departmental, & Board of Supervisors Budget

BOS / County Engineer, Brian Carter

RE: Road Tour

Des Moines County, Iowa Board of Supervisors



513 N Main St
PO Box 784
Burlington, IA 52601

Tom Broeker, Chair Jim Cary, Vice Chair
Shane McCampbell, Member

Phone: 319-753-8203
Fax: 319-753-8227

RESOLUTION #2024 – 006

WHEREAS Secondary Roads is requesting to use the Des Moines County UEI # DF8SV4B3CHN6. This allows the Secondary Roads Department to file any FEMA related documents with the Department of Homeland Security.

WHEREAS The Des Moines County Board of Supervisors approve the use of UEI# DF8SV4B3CHN6 and assume all risk involved.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Des Moines County Iowa, on this 23rd day of January, 2024, approve the use of UEI# DF8SV4B3CHN6 and assume all risk involved for the Secondary Roads Department.

APPROVED this 23rd day of January 2024.
DES MOINES COUNTY BOARD OF SUPERVISORS

Tom Broeker, Chairman

Jim Cary, Vice-Chairman

Shane McCampbell, Member

ATTEST: _____
Sara Doty, Auditor

**DES MOINES COUNTY
BOARD OF SUPERVISORS
RESOLUTION #2024-007**

WHEREAS Section 354.8 of the Code of Iowa states that a governing body shall certify by resolution the approval of a subdivision plat, and,

WHEREAS the Final Plat for **1st Addition to Logan Creek Subdivision** has been reviewed for conformance to applicable County standards by the Des Moines County Auditor, Health Department, Secondary Roads Department, and Land Use Department and has been duly recommended by the aforementioned entities for approval,

NOW THEREFORE, BE IT RESOLVED: That the Board of Supervisors hereby approves the Final Plat of **1st Addition to Logan Creek Subdivision**, with the following conditions:

- No additional entrances to 160th Street shall be permitted for either Lot 2, or the remainder of Lot 1 of the Logan Creek Subdivision.
- If a new residence will be constructed on the remainder of Lot 1 of the Logan Creek Subdivision, then a permit for an Onsite Waste Water Treatment System shall be obtained from the Des Moines County Health Department prior to its construction, and a code compliant system shall be installed prior to its habitation.

Approved and adopted this 23rd day of January, 2024.

DES MOINES COUNTY BOARD OF SUPERVISORS

Tom L. Broeker, Chair

Jim Cary, Vice Chair

Shane McCampbell, Member

ATTEST: _____

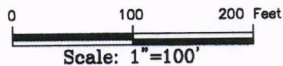
Sara Doty, County Auditor

FINAL PLAT

INDEX LEGEND

Property Location: 1st Addition Logan Creek Subdivision in part SW1/4 SW1/4 Section 28 Township 71 North, Range 4 West, Des Moines County, Iowa
 Surveyor: Robert H. Lance, Iowa P.L.S. #21980, rob@lancesurveying.com
 Return Document to: Lance Surveying Services (319) 986-6779 1505 North Broadway Street, Mt. Pleasant, IA 52641
 Survey Requested by: Steffes Group
 Proprietor: Ralph & Caryl A Logan
 Survey Completed: 3 January 2024

Sheet 1/1 | Basis of Bearing: IA RTK, ISPS Zone | Logan Ralph.dwg



1st Addition to Logan Creek Subdivision

In part of Lot 1, Logan Creek Subdivision in the SW1/4 of the SW1/4 of Section 28, Township 71 North, Range 4 West of the 5th P.M., Des Moines County, Iowa, described as follows:

Commencing at the SE corner of the SW1/4 of the SW1/4 of Section 28, also being the SE corner of Lot 1, Logan Creek Subdivision, said point being also the **POINT OF BEGINNING**;
 thence South 88°45'44" West, along the south line of the SW1/4 of Section 28 and the centerline of 160th Street, 404.70 feet;
 thence North 05°52'48" East, 526.59 feet;
 thence North 00°57'59" East, 319.59 feet;
 thence North 88°45'44" East, 320.88 feet to a point on the east line of the SW1/4 of the SW1/4 of Section 28 and the east line of Logan Creek Subdivision;
 thence, along said common line, South 01°39'55" East, 841.90 feet to the **POINT OF BEGINNING**, containing 6.85 acres, of which, 0.30 acre is public road right-of-way.

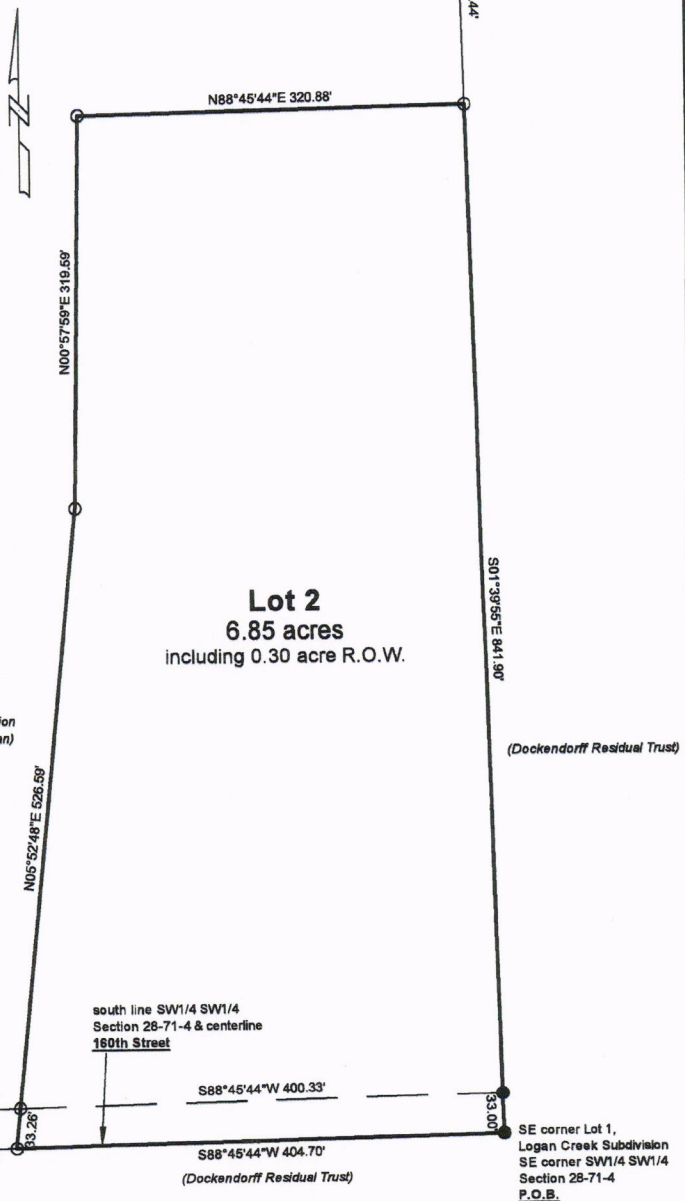
The above bearings are based on Iowa State Plane South Coordinates and all distances are horizontal ground distances.

End of Description

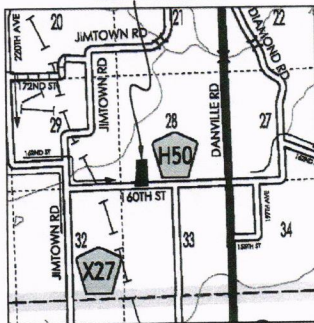
1st Addition to Logan Creek Subdivision

Owner:
 Ralph & Caryl A Logan
 20866 160th Street
 Danville, IA 52623

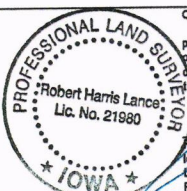
Subdivider:
 Steffes Group
 2245 E Bluegrass Rd
 Mt. Pleasant, IA 52641



1st Addition Logan Creek Subdivision location sketch NTS



Legend:
 ● set 1/2" x 30" rebar/orange cap #21980
 ○ found 1/2" rebar
 --- county road R.O.W. line
 - - - property line
 (#) dimension from previous record



Certification:
 I hereby certify that this land surveying document was prepared, and the related survey work was performed by me or under my direct personal supervision, and that I am a duly licensed Professional Land Surveyor, under the laws of the State of Iowa.
 Robert H. Lance
 Iowa Professional Land Surveyor #21980
 License renewal date: December 31, 2025
 Pages covered by this seal: 1
 Date: 1/3/2024

Notes required by Des Moines County or by utility company:

- Minimum building setback for any structure:
 Front yard = 30'
 Side yard = 15'
- Road waiver: in addition to the claims exempted pursuant to section 670.4(7) of the Iowa code dealing with public roads, Des Moines County is not involved in the maintenance of this private right-of-way and is further held harmless for any costs in maintaining said road system or right-of-way or for any other damages sustained pertaining to the use of said road system or right-of-way.
- Utility easements shall consist of all platted streets or roads, and a 7.5 foot wide strip along each side of all interior lot lines, and a 25 foot wide strip along and adjacent to all platted streets and roads, and a 15 foot wide strip of land on all lots, 7.5 foot either side of the utility service as built, from the point of origin to the point of service entrance.

CONTRACT

DES MOINES County -- Bridges

Project Number: LFM-CO29(H14)--7X-29

Letting Date: Thursday, January 11, 2024

THIS AGREEMENT made and entered by and between DES MOINES County, Iowa, by its Board of Supervisors consisting of: Jim Cary (Chairperson), Thomas L. Broeker, Shane McCampbell, Contracting Authority, and IOWA BRIDGE & CULVERT, L.C. of, WASHINGTON, IA 52353-0013, Contractor.

WITNESSETH: That the contractor, for and in consideration of Nine Hundred Forty Two Thousand Seven Hundred One Dollars and Sixty Seven Cents (\$942,701.67) payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specification therefore, and in the locations designated in the notice to bidders, the various items of work as listed in the quantity and unit price tabulation

Said specifications and plans are hereby made a part of and the basis of this agreement, and a true copy of said plans and specifications are now on file in the office of the County Auditor under the date of 12/6/2023

That in consideration of the foregoing, the Contracting Authority hereby agrees to pay the Contractor, promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. LFM-CO29(H14)--7X-29 in DES MOINES County, Iowa, the within contract, the contractor's bond and the general and detailed plans are and constitute the basis of the contract between the parties hereto.

That it is further understood and agreed by the parties of this contract that the above work shall be commenced and completed on or before:

Work Days	Date Type	Date	Liquidated Damages Per Day
75	Late Start Date	6/3/2024	\$1,000.00

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon the parties hereto.

It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine and render judgment as to any controversy arising hereunder.

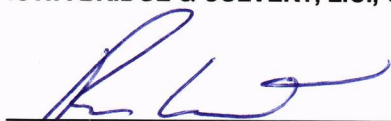
IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the ____ Day of _____, 2024

DES MOINES County Iowa, Contracting Authority

Chairperson, County Board of Supervisors

Date

IOWA BRIDGE & CULVERT, L.C., Contractor



V.P.

Signature

42-1505265

Federal ID

SCHEDULE OF PRICES -- CONTRACT

DES MOINES County, Iowa -- Project LFM-CO29(H14)--7X-29

Type of work : Bridges

	Item Number	Description	Units	Quantity	Unit Price	Total
1.	2101-0850001	CLEARING AND GRUBBING	ACRE	0.1	\$35,000.00	\$3,500.00
2.	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	250.0	\$16.00	\$4,000.00
3.	2104-2710020	EXCAVATION, CLASS 10, CHANNEL	CY	375.0	\$18.00	\$6,750.00
4.	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	410.0	\$12.00	\$4,920.00
5.	2115-0100000	MODIFIED SUBBASE	CY	20.0	\$75.53	\$1,510.60
6.	2121-7425020	GRANULAR SHOULDERS, TYPE B	TON	50.000	\$26.50	\$1,325.00
7.	2123-7450020	SHOULDER FINISHING, EARTH	STA	2.00	\$400.00	\$800.00
8.	2301-0690210	BRIDGE APPROACH, TWO LANE	SY	462.4	\$253.00	\$116,987.20
9.	2401-6745625	REMOVAL OF EXISTING BRIDGE	LS	1.00	\$25,000.00	\$25,000.00
10.	2402-2720000	EXCAVATION, CLASS 20	CY	110	\$30.00	\$3,300.00
11.	2403-0100010	STRUCTURAL CONCRETE (BRIDGE)	CY	292.0	\$1,020.00	\$297,840.00
12.	2404-7775005	REINFORCING STEEL, EPOXY COATED	LB	72555	\$1.75	\$126,971.25
13.	2414-6424124	CONCRETE OPEN RAILING, TL-4	LF	262.0	\$122.00	\$31,964.00
14.	2501-0201042	PILES, STEEL, HP 10 X 42	LF	570	\$55.00	\$31,350.00
15.	2501-0201253	PILES, STEEL, HP 12 X 53	LF	900	\$63.00	\$56,700.00
16.	2501-5478053	CONCRETE ENCASMENT OF STEEL H PILES, HP 12 X 53 (P10L TYPE 3)	LF	396.000	\$115.00	\$45,540.00
17.	2505-4008120	REMOVAL OF STEEL BEAM GUARDRAIL	LF	246.0	\$20.00	\$4,920.00
18.	2505-4008410	STEEL BEAM GUARDRAIL BARRIER TRANSITION SECTION, BA-201	EACH	3	\$2,600.00	\$7,800.00
19.	2505-4021010	STEEL BEAM GUARDRAIL END ANCHOR, BOLTED	EACH	3	\$250.00	\$750.00
20.	2505-4021710	STEEL BEAM GUARDRAIL TANGENT END TERMINAL, LS-625	EACH	3	\$2,850.00	\$8,550.00
21.	2507-3250005	ENGINEERING FABRIC	SY	1175.0	\$2.50	\$2,937.50
22.	2507-6800061	REVTMENT, CLASS E	TON	750.000	\$54.00	\$40,500.00
23.	2507-6875002	REVTMENT, REMOVE AND REPLACE	CY	40.0	\$50.00	\$2,000.00
24.	2510-6745850	REMOVAL OF PAVEMENT	SY	407.7	\$12.00	\$4,892.40
25.	2527-9263109	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	STA	10.03	\$250.00	\$2,507.50
26.	2528-2518000	SAFETY CLOSURE	EACH	2	\$300.00	\$600.00
27.	2528-8445110	TRAFFIC CONTROL	LS	1.00	\$7,250.00	\$7,250.00
28.	2533-4980005	MOBILIZATION	LS	1.00	\$57,000.00	\$57,000.00
29.	2551-0000230	PERMANENT CRASH CUSHION, SEVERE USE (SU)	EACH	1	\$38,000.00	\$38,000.00
30.	2551-0000300	PERMANENT CRASH CUSHION SPARE PARTS KIT	EACH	1	\$600.00	\$600.00
31.	2601-2634100	MULCHING	ACRE	1.0	\$1,200.00	\$1,200.00
32.	2601-2636043	SEEDING AND FERTILIZING (RURAL)	ACRE	0.5	\$1,200.00	\$600.00
33.	2601-2642100	STABILIZING CROP - SEEDING AND FERTILIZING	ACRE	0.5	\$800.00	\$400.00
34.	2602-0000020	SILT FENCE	LF	610.0	\$2.00	\$1,220.00
35.	2602-0000030	SILT FENCE FOR DITCH CHECKS	LF	12.0	\$5.00	\$60.00
36.	2602-0000101	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	LF	622.0	\$0.01	\$6.22

37.	2602-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	LF	200.0	\$3.50	\$700.00
38.	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EACH	1	\$750.00	\$750.00
39.	2602-0010020	MOBILIZATIONS, EMERGENCY EROSION CONTROL	EACH	1	\$1,000.00	\$1,000.00
Contract Total						\$942,701.67

STANDARD SPECIFICATIONS OF THE IDOT, SERIES 2023, AND CURRENT SUPPLEMENTAL SPECIFICATIONS SHALL APPLY.

*** No free winter work.**

*** No work will be allowed to start prior to April 2, 2024 without approval by the engineer. If mild, dry weather persists in March, engineer may consider allowing onsite work to start in March.**

*** Clearing and grubbing must be completed prior to April 1, 2024.**

The County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 4201 Westown Parkway Suite 120 West Des Moines IA 50266	CONTACT NAME: Tonia Jones	
	PHONE (A/C, No, Ext): 515-309-6217	FAX (A/C, No):
E-MAIL ADDRESS: Tonia_Jones@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: BITCO General Insurance Corporation		20095
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 Iowa Bridge & Culvert, L.C.
 409 N. Avenue B, P.O. Box 13
 Washington, IA 52353

COVERAGES

CERTIFICATE NUMBER: 1913789612

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt Contractual <input checked="" type="checkbox"/> RR Excl Deleted GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		CLP3737246	11/30/2023	11/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CAP3737247	11/30/2023	11/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP3737248	11/30/2023	11/30/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3737245	11/30/2023	11/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Equipment Floater			CLP3737246	11/30/2023	11/30/2024	Leased/Hired \$750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Project: DES MOINES County, Iowa -- Project LFM-C029(H14)--7X-29
 Des Moines County, IA is additional insured on the General Liability policy (GL30860911) as required by contract.

CERTIFICATE HOLDER**CANCELLATION**

Des Moines County, IA
 13522 Washington Road
 West Burlington IA 52655

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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IOWA DOT

CONTRACTOR'S PERFORMANCE BOND

Bond Number: 100240556
Contract I.D.: LFM-CO29(H14)--7X-29
County: Des Moines

KNOW ALL PERSONS BY THESE PRESENTS: That we,
Iowa Bridge & Culvert, L.C.

of 409 North Ave. B, PO Box 13, Washington, IA 52353-0013

(hereinafter called the Principal) and

Merchants Bonding Company (Mutual)

of P.O. Box 14498 , Des Moines, IA 50306-3498

(hereinafter called the Surety) are held and firmly bound unto the
Des Moines County

(Iowa DOT, County, or City name, etc.)

(hereinafter called the Contracting Authority) Iowa, in the sum of

Nine Hundred Forty Two Thousand Seven Hundred One Dollars and 67/100 dollars
(\$ 942,701.67),

lawful money of the United States, to the payment of which sum, well and truly to be made, we bind ourselves, our executors, administrators, successors, and assigns jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas the above bounden Principal did enter into a written contract with the Contracting Authority to perform Bridges

Copy of which contract, together with all of its terms, covenants, conditions, and stipulations, is incorporated herein and made a part hereof as fully and completely as if said contract were recited at length; and whereas, the principal and sureties on this bond hereby agree to pay all persons, firms, or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, when the same are not satisfied out of the portion of the contract price which the public corporation is required to retain until completion of the public improvements, but the principal and sureties shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law.

Now, if the principal shall in all respects fulfill his said contract according to the terms and tenor thereof, and shall satisfy all claims and demands incurred for the same, and shall fully indemnify and save harmless the Contracting Authority from all costs and damages which it may suffer by reason of failure to do so and shall fully reimburse and repay the Contracting Authority all outlays and expense which it may incur in making good any such default, then the obligation is to be void and of no effect: otherwise to remain in full force and effect. Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

1. To any extension of time to the contractor in which to perform the contract.
2. That the bond shall remain in full force and effect until the contract is completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage is being charged against the contractor.
3. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than 20 percent of the total contract price, and shall then be released only as to such excess increase.
4. That no provision of this bond or of any other contract shall be valid which limits to less than five years from the completion of the contract the right to sue on this bond for defects in work quality or material not discovered or known to the Contracting Authority at the time such work is accepted.

This bond is to be considered a performance bond and secures the Contracting Authority the right to recover from the contractor on account of material or labor entered into the work or work performed not in accordance with the contract, specifications, or plans. The contractor does not by this obligation guarantee to maintain the work for five years.

IOWA DOT

CONTRACTOR'S PERFORMANCE BOND

Bond Number: 100240556

Contract I.D.: LFM-CO29(H14)--7X-29

County: Des Moines

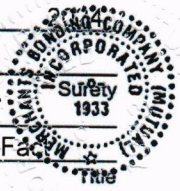
IN WITNESS WHEREOF, we have hereunto set our hands and seals this 15th day of January

Iowa Bridge & Culvert, L.C. Principal

By: [Signature]
RYAN URSERMARK V.P.
Title

Merchants Bonding Company (Mutual) Surety

By: [Signature]
Abigail R. Mohr, Attorney-in-Fact
Address: P.O. Box 14498, Des Moines, IA 50306-3498



By: _____ Principal

Title

By: _____ Surety

Title

By: _____ Principal

Title

By: _____ Surety

Title

Address: _____

For contracts where a County Board of Supervisors is the Contracting Authority:

This bond approved by the Board of Supervisors of _____ County,
this _____ day of _____, _____

Signature Title

For contracts where neither the DOT nor a County Board of Supervisors is the Contracting Authority:

This bond approved by the _____,
(Contracting Authority)
this _____ day of _____, _____

Signature Title

DISCLOSURE STATEMENT FOR CONTRACTOR'S PERFORMANCE BONDS
The information requested will be used by the Iowa Department of Transportation to determine if a contractor/vendor is bonded in accord with the requirements established by the contracting authority. This secures the IDOT and/or the State of Iowa the right to recover from the contractor/vendor if material or labor entered into the work performed is not in accord with the contract, specifications, or plans. Persons outside the Department may occasionally request this information. Failure to provide all required information will result in denial of the award of the contract.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Abigail R. Mohr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

Surety Bond #: 100240556
Principal: Iowa Bridge & Culvert, L.C.
Obligee: Des Moines County

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of January, 2024.

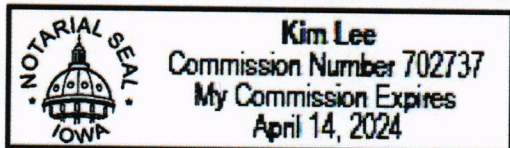


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 15th day of January, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of January, 2024.



William Warner Jr.
Secretary

CONTRACT

DES MOINES County -- Bridge

Project Number: L-CO29(FR-11)--73-29

Letting Date: Thursday, January 11, 2024

THIS AGREEMENT made and entered by and between DES MOINES County, Iowa, by its Board of Supervisors consisting of: Jim Cary (Chairperson), Thomas L. Broeker, Shane McCampbell, Contracting Authority, and IOWA BRIDGE & CULVERT, L.C. of, WASHINGTON, IA 52353-0013, Contractor.

WITNESSETH: That the contractor, for and in consideration of Nine Hundred Eighty One Thousand Four Hundred Forty Eight Dollars and Three Cents (\$981,448.03) payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specification therefore, and in the locations designated in the notice to bidders, the various items of work as listed in the quantity and unit price tabulation

Said specifications and plans are hereby made a part of and the basis of this agreement, and a true copy of said plans and specifications are now on file in the office of the County Auditor under the date of 12/6/2023

That in consideration of the foregoing, the Contracting Authority hereby agrees to pay the Contractor, promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. L-CO29(FR-11)--73-29 in DES MOINES County, Iowa, the within contract, the contractor's bond and the general and detailed plans are and constitute the basis of the contract between the parties hereto.

That it is further understood and agreed by the parties of this contract that the above work shall be commenced and completed on or before:

Work Days	Date Type	Date	Liquidated Damages Per Day
75	Late Start Date	6/3/2024	\$1,000.00

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon the parties hereto.

It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine and render judgment as to any controversy arising hereunder.


IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the ____ Day of _____, 2024

DES MOINES County Iowa, Contracting Authority

Chairperson, County Board of Supervisors

Date

IOWA BRIDGE & CULVERT, L.C., Contractor



Signature

42-1505265
Federal ID

SCHEDULE OF PRICES -- CONTRACT

DES MOINES County, Iowa -- Project L-CO29(FR-11)--73-29

Type of work : Bridge

	Item Number	Description	Units	Quantity	Unit Price	Total
1.	2101-0850001	CLEARING AND GRUBBING	ACRE	0.3	\$25,000.00	\$7,500.00
2.	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	334.0	\$12.00	\$4,008.00
3.	2102-2710090	EXCAVATION, CLASS 10, WASTE	CY	805.0	\$15.00	\$12,075.00
4.	2104-2710020	EXCAVATION, CLASS 10, CHANNEL	CY	850.0	\$18.00	\$15,300.00
5.	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	490.0	\$12.00	\$5,880.00
6.	2115-0100000	MODIFIED SUBBASE	CY	30.0	\$53.20	\$1,596.00
7.	2121-7425020	GRANULAR SHOULDERS, TYPE B	TON	30.000	\$28.00	\$840.00
8.	2123-7450000	SHOULDER CONSTRUCTION, EARTH	STA	1.10	\$400.00	\$440.00
9.	2301-0690210	BRIDGE APPROACH, TWO LANE	SY	345.9	\$250.00	\$86,475.00
10.	2401-6745625	REMOVAL OF EXISTING BRIDGE	LS	1.00	\$20,000.00	\$20,000.00
11.	2402-2720000	EXCAVATION, CLASS 20	CY	132	\$30.00	\$3,960.00
12.	2403-0100010	STRUCTURAL CONCRETE (BRIDGE)	CY	335.3	\$962.00	\$322,558.60
13.	2404-7775005	REINFORCING STEEL, EPOXY COATED	LB	80273	\$1.60	\$128,436.80
14.	2414-6424124	CONCRETE OPEN RAILING, TL-4	LF	282.9	\$108.00	\$30,553.20
15.	2501-0201042	PILES, STEEL, HP 10 X 42	LF	720	\$52.00	\$37,440.00
16.	2501-0201253	PILES, STEEL, HP 12 X 53	LF	1600	\$64.00	\$102,400.00
17.	2501-5478053	CONCRETE ENCASEMENT OF STEEL H PILES, HP 12 X 53 (P10L TYPE 3)	LF	420.000	\$110.00	\$46,200.00
18.	2505-4008300	STEEL BEAM GUARDRAIL	LF	50.0	\$22.00	\$1,100.00
19.	2505-4008420	STEEL BEAM GUARDRAIL BARRIER TRANSITION SECTION, BA-221	EACH	4	\$1,400.00	\$5,600.00
20.	2505-4021010	STEEL BEAM GUARDRAIL END ANCHOR, BOLTED	EACH	4	\$250.00	\$1,000.00
21.	2505-4021722	STEEL BEAM GUARDRAIL TANGENT END TERMINAL, BA-225	EACH	4.000	\$2,600.00	\$10,400.00
22.	2507-3250005	ENGINEERING FABRIC	SY	1300.0	\$2.50	\$3,250.00
23.	2507-6800061	REVTMENT, CLASS E	TON	900.000	\$54.00	\$48,600.00
24.	2510-6745850	REMOVAL OF PAVEMENT	SY	359.0	\$12.00	\$4,308.00
25.	2527-9263109	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	STA	9.36	\$250.00	\$2,340.00
26.	2528-2518000	SAFETY CLOSURE	EACH	2	\$300.00	\$600.00
27.	2528-8445110	TRAFFIC CONTROL	LS	1.00	\$7,800.00	\$7,800.00
28.	2533-4980005	MOBILIZATION	LS	1.00	\$63,500.00	\$63,500.00
29.	2601-2634100	MULCHING	ACRE	1.2	\$1,200.00	\$1,440.00
30.	2601-2636043	SEEDING AND FERTILIZING (RURAL)	ACRE	0.6	\$1,200.00	\$720.00
31.	2601-2642100	STABILIZING CROP - SEEDING AND FERTILIZING	ACRE	0.6	\$800.00	\$480.00
32.	2602-0000020	SILT FENCE	LF	695.0	\$2.00	\$1,390.00
33.	2602-0000030	SILT FENCE FOR DITCH CHECKS	LF	48.0	\$5.00	\$240.00
34.	2602-0000101	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	LF	743.0	\$0.01	\$7.43
35.	2602-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	LF	360.0	\$3.50	\$1,260.00
36.	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EACH	1	\$750.00	\$750.00

37.	2602-0010020	MOBILIZATIONS, EMERGENCY EROSION CONTROL	EACH	1	\$1,000.00	\$1,000.00
Contract Total						\$981,448.03

STANDARD SPECIFICATIONS OF THE IDOT, SERIES 2023, AND CURRENT SUPPLEMENTAL SPECIFICATIONS SHALL APPLY.

*** No free winter work.**

*** No work will be allowed to start prior to January 29th without approval by the engineer. (unlikely)**

*** Clearing and grubbing must be completed prior to April 1, 2024.**

The County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

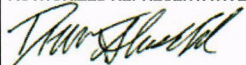
PRODUCER Arthur J. Gallagher Risk Management Services, LLC 4201 Westown Parkway Suite 120 West Des Moines IA 50266	CONTACT NAME: Tonia Jones PHONE (A/C, No, Ext): 515-309-6217 E-MAIL ADDRESS: Tonia_Jones@ajg.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Iowa Bridge & Culvert, L.C. 409 N. Avenue B, P.O. Box 13 Washington, IA 52353	INSURER A: BITCO General Insurance Corporation	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 662923622 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt Contractual <input checked="" type="checkbox"/> RR Excl Deleted GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		CLP3737246	11/30/2023	11/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			CAP3737247	11/30/2023	11/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP3737248	11/30/2023	11/30/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC3737245	11/30/2023	11/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Equipment Floater			CLP3737246	11/30/2023	11/30/2024	Leased/Hired \$750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Project: DES MOINES County, Iowa- Project L-C029(FR-11)--73-29
 Des Moines County, IA is additional insured on the General Liability policy (GL30860911) as required by contract.

CERTIFICATE HOLDER Des Moines County, IA 13522 Washington Road West Burlington IA 52655	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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IOWA DOT

CONTRACTOR'S PERFORMANCE BOND

Bond Number: 100240557

Contract I.D.: L-CO29(FR-11)--73-29

County: Des Moines

KNOW ALL PERSONS BY THESE PRESENTS: That we,

Iowa Bridge & Culvert, L.C.

of 409 North Ave. B, PO Box 13, Washington, IA 52353-0013

(hereinafter called the Principal) and

Merchants Bonding Company (Mutual)

of P.O. Box 14498 , Des Moines, IA 50306-3498

(hereinafter called the Surety) are held and firmly bound unto the

Des Moines County

(Iowa DOT, County, or City name, etc.)

(hereinafter called the Contracting Authority) Iowa, in the sum of

Nine Hundred Eighty One Thousand Four Hundred Forty Eight Dollars and 03/100 dollars

(\$ 981,448.03),

lawful money of the United States, to the payment of which sum, well and truly to be made, we bind ourselves, our executors, administrators, successors, and assigns jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas the above bounden Principal did enter into a written contract with the Contracting Authority to perform Bridge

Copy of which contract, together with all of its terms, covenants, conditions, and stipulations, is incorporated herein and made a part hereof as fully and completely as if said contract were recited at length; and whereas, the principal and sureties on this bond hereby agree to pay all persons, firms, or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, when the same are not satisfied out of the portion of the contract price which the public corporation is required to retain until completion of the public improvements, but the principal and sureties shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law.

Now, if the principal shall in all respects fulfill his said contract according to the terms and tenor thereof, and shall satisfy all claims and demands incurred for the same, and shall fully indemnify and save harmless the Contracting Authority from all costs and damages which it may suffer by reason of failure to do so and shall fully reimburse and repay the Contracting Authority all outlays and expense which it may incur in making good any such default, then the obligation is to be void and of no effect: otherwise to remain in full force and effect. Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

1. To any extension of time to the contractor in which to perform the contract.
2. That the bond shall remain in full force and effect until the contract is completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage is being charged against the contractor.
3. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than 20 percent of the total contract price, and shall then be released only as to such excess increase.
4. That no provision of this bond or of any other contract shall be valid which limits to less than five years from the completion of the contract the right to sue on this bond for defects in work quality or material not discovered or known to the Contracting Authority at the time such work is accepted.

This bond is to be considered a performance bond and secures the Contracting Authority the right to recover from the contractor on account of material or labor entered into the work or work performed not in accordance with the contract, specifications, or plans. The contractor does not by this obligation guarantee to maintain the work for five years.

IOWADOT

CONTRACTOR'S PERFORMANCE BOND

Bond Number: 100240557

Contract I.D.: L-CO29(FR-11)--73-29

County: Des Moines

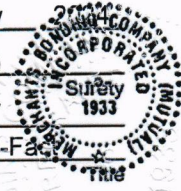
IN WITNESS WHEREOF, we have hereunto set our hands and seals this 15th day of January

Iowa Bridge & Culvert, I.C. Principal

By: [Signature]
Ryan Utermark V.P.
Title

Merchants Bonding Company (Mutual)

By: [Signature]
Abigail R. Mohr, Attorney-in-Fact
Address: P.O. Box 14498, Des Moines, IA 50306-3498



By: _____ Principal

_____ Title

By: _____ Principal

_____ Title

By: _____ Surety

_____ Title

Address: _____

By: _____ Surety

_____ Title

Address: _____

For contracts where a County Board of Supervisors is the Contracting Authority:

This bond approved by the Board of Supervisors of _____ County,
this _____ day of _____,

Signature Title

For contracts where neither the DOT nor a County Board of Supervisors is the Contracting Authority:

This bond approved by the _____,
(Contracting Authority)
this _____ day of _____,

Signature Title

DISCLOSURE STATEMENT FOR CONTRACTOR'S PERFORMANCE BONDS

The information requested will be used by the Iowa Department of Transportation to determine if a contractor/vendor is bonded in accord with the requirements established by the contracting authority. This secures the IDOT and/or the State of Iowa the right to recover from the contractor/vendor if material or labor entered into the work performed is not in accord with the contract, specifications, or plans. Persons outside the Department may occasionally request this information. Failure to provide all required information will result in denial of the award of the contract.

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Abigail R. Mohr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

Surety Bond #: 100240557
 Principal: Iowa Bridge & Culvert, L.C.
 Obligee: Des Moines County

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of January, 2024.

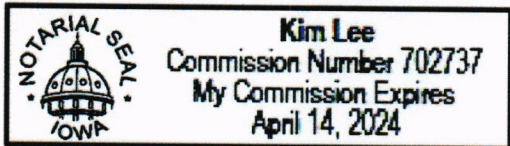


MERCHANTS BONDING COMPANY (MUTUAL)
 MERCHANTS NATIONAL BONDING, INC.
 d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
 President

STATE OF IOWA
 COUNTY OF DALLAS ss.

On this 15th day of January, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
 Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of January, 2024.



William Warner Jr.
 Secretary

Des Moines County, Iowa

Board of Supervisors



513 N Main St
PO Box 784
Burlington, IA 52601

Tom Broeker, Chair Jim Cary, Vice Chair
Shane McCampbell, Member

Phone: 319-753-8203
Fax: 319-753-8227

January 23, 2024

Senator Mark Lofgren
1007 E Grand Ave.
Des Moines, IA 50319

Dear Senator Lofgren,

We are representing Des Moines County, writing in support of the Iowa Mississippi River Parkway Commission which has been cited as one of the organizations for elimination in the review by the Governor's office.

The Parkway Commission is a national organization which was started by Joe Young of Bellevue, Iowa who outlined the Great River Road and worked with President Roosevelt to have the road achieve national designation in the 1930's. The route, which is on both sides of the Mississippi, and has representatives from the 10 counties in Iowa which border the river, draws tourists from all over the world. Effective two years ago the Great River Road now has the status of an All American Road, much like the Natchez Trace Parkway and the Big Sur Highway. This is a status designated by the Federal Highway Administration. To receive this status, the road must meet criteria for at least two intrinsic qualities that are nationally significant. The Great River Road meets all six and must have one-of-a-kind features that do not exist elsewhere else and it must be considered a "destination unto itself." The efforts of the Parkway Commission were responsible for the identification, initiation and completion of the required application and supporting items to for the Great River Road to receive this designation.

With the small cost of \$40,000 a year in budget, the commission helped to bring in \$1 Million dollars in Federal funding on a single project this year alone – the Cascade Bridge project in Burlington, Iowa, as well as encouraging visitors along the east coast of Iowa to visit, learn, and stay. The success attracting tourism dollars to the 10 counties of Iowa's east coast are easily seen when the county on the river is compared to the next county to the west. The difference is quite dramatic!

We understand the need to condense and simplify things at the State level and how some commissions do not function very well or at all. The Iowa Parkway Commission meets on a regular, quarterly basis, visits/promotes our Interpretive Centers, local tourism attractions, and provides the interface between the Iowa organization and the national 10 state Parkway

Commission. All 10 county Commissioners are Governor appointed volunteers who serve without compensation. We want to make sure you know and understand the history along the Great River Road, its national importance, and what the Commission does for the State of Iowa regarding the road and its economic impact.

Yours Very Truly,

Des Moines County Board of Supervisors

Tom Broeker, Chair

Jim Cary, Vice Chair

Shane McCampbell, Member

NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Brigette Davis Employee #: _____
Title: Nurse Department: Local Health

STATUS CHANGES

TERMINATION

Resignation
 Discharge
 Retirement
 Unsatisfactory Probation
 Death
 Other, Explain

TRANSFER

Permanent
 Temporary
 Voluntary
 Involuntary

Last Day Worked _____
Add Vacation Days _____ to _____
Add Sick Days _____ to _____
Add Other Days _____ to _____
Unpaid Days _____ to _____

Previous Title _____
Previous Dept _____
New Job Title _____
New Dept _____
Previous Rate _____
Effective Transfer Date _____

Final Termination Date _____
Final Rate of Pay _____
Permanent Address _____
City, State, Zip _____

LAY OFF

Does the employee Want
Health Insurance Continued Yes No
Does Employee Want Life
Insurance Continued Yes No
Last Day Worked _____

LEAVE OF ABSENCE

Maternity
 Medical
 Other, Explain
 Educational
 Military

SALARY ADJUSTMENT

Reclassification
 Anniversary
 Promotion
 Probationary
 Demotion
 Reduction
 Suspension
 Other, Explain

Dates of Absence _____ to _____

New hire full-time nurse effective 1/16/2024
Annual salary \$54,273.03

Does the employee Want
Health Insurance Continued Yes No
Does Employee Want Life
Insurance Continued Yes No

Previous Rate _____ New Rate _____
Previous Job Title: (if changed) _____
Effective Date: _____

Authorized by: Christa Poggemiller Department: Local Health Date: 1/16/2024
Authorized by: _____ Department: Local Health Date: _____

Pay Period Ending: _____ Payroll Date: _____

NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Inger McClellan Employee #: _____
Title: Certified Nurse Aide Department: Local Health

STATUS CHANGES

TERMINATION

Resignation
 Discharge
 Retirement
 Unsatisfactory Probation
 Death
 Other, Explain

TRANSFER

Permanent
 Temporary
 Voluntary
 Involuntary

Previous Title _____
Previous Dept _____
New Job Title _____
New Dept _____
Previous Rate _____
Effective Transfer Date _____
Last Day Worked _____
Add Vacation Days _____ to _____
Add Sick Days _____ to _____
Add Other Days _____ to _____
Unpaid Days _____ to _____

Final Termination Date _____
Final Rate of Pay _____
Permanent Address _____
City, State, Zip _____

Does the employee Want
Health Insurance Continued Yes No
Does Employee Want Life
Insurance Continued Yes No
Last Day Worked _____

LAY OFF

LEAVE OF ABSENCE

Maternity
 Medical
 Other, Explain
 Educational
 Military

SALARY ADJUSTMENT

Reclassification
 Anniversary
 Promotion
 Probationary
 Demotion
 Reduction
 Suspension
 Other, Explain
20 hours unpaid 1/3, 1/4, 1/5, and 8 hours 1/8/2024

Dates of Absence _____ to _____

Does the employee Want
Health Insurance Continued Yes No
Does Employee Want Life
Insurance Continued Yes No

Previous Rate _____ New Rate _____
Previous Job Title: (if changed) _____
Effective Date: _____

Authorized by: Christa Poggemiller Department: Local Health Date: 1/16/2024
Authorized by: _____ Department: Local Health Date: _____

Pay Period Ending: _____ Payroll Date: _____

NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Inger McClellan Employee #: _____
Title: Certified Nurse Aide Department: Local Health

STATUS CHANGES

TERMINATION

- Resignation
 Discharge
 Retirement
- Unsatisfactory Probation
 Death
 Other, Explain

Resignation effective 1/9/2024

Last Day Worked _____
Add Vacation Days _____ to _____
Add Sick Days _____ to _____
Add Other Days _____ to _____
Unpaid Days _____ to _____

Final Termination Date _____
Final Rate of Pay _____
Permanent Address _____
City, State, Zip _____

LEAVE OF ABSENCE

- Maternity
 Medical
 Other, Explain
- Educational
 Military

Dates of Absence _____ to _____

Does the employee Want
Health Insurance Continued Yes No
Does Employee Want Life
Insurance Continued Yes No

Authorized by: Christa Poggemiller
Authorized by: _____

Department: Local Health
Department: Local Health

Date: 1/16/2024
Date: _____

Pay Period Ending: _____ Payroll Date: _____

TRANSFER

- Permanent
 Temporary
- Voluntary
 Involuntary

Previous Title _____
Previous Dept _____
New Job Title _____
New Dept _____
Previous Rate _____
Effective Transfer Date _____

LAY OFF

Does the employee Want
Health Insurance Continued Yes No
Does Employee Want Life
Insurance Continued Yes No
Last Day Worked _____

SALARY ADJUSTMENT

- Reclassification
 Anniversary
 Promotion
 Probationary
- Demotion
 Reduction
 Suspension
 Other, Explain

Previous Rate _____ New Rate _____
Previous Job Title: (if changed) _____
Effective Date: _____

CLERK'S REPORT OF FEES COLLECTED

STATE OF IOWA)
DES MOINES COUNTY)

TO THE DES MOINES COUNTY BOARD OF SUPERVISORS:

I, JACKIE A MYERS, CLERK OF DISTRICT COURT OF THE ABOVE NAMED COUNTY AND STATE, DO HEREBY CERTIFY THAT THE FOLLOWING IS A TRUE AND CORRECT STATEMENT OF THE FEES COLLECTED BY ME IN MY OFFICE FOR THE MONTH OF DECEMBER, 2023 AND THE SAME HAS BEEN PAID TO THE COUNTY TREASURER, AS PER DUPLICATE VOUCHER HERETO ATTACHED.

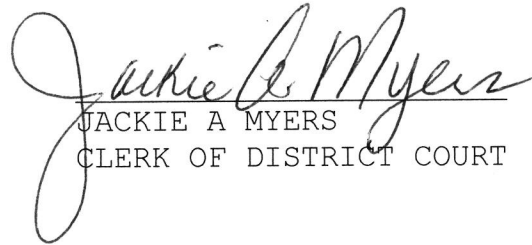
DES MOINES COUNTY TREASURER:

5% OF STATE FINE SURCHARGE	\$ -2.23
SHERIFF FEES	1540.38
INFRACTIONS	1690.90
TOBACCO	0
COUNTY ENFORCEMENT SURCHARGE	15.00
LAW LIBRARY	4.00
RECORD SECURITIES FEES	5.00
PRE-PD FEES TO SHERIFF	0
SMALL CLAIMS FILING FEE/CO. LOST	-95.00
TOTAL FEES	<u>\$3,158.05</u>

TOTAL PAID \$3,158.05

CHECK No 189247

RESPECTFULLY SUBMITTED THIS 17th DAY OF JANUARY, 2024.


JACKIE A MYERS
CLERK OF DISTRICT COURT

January 16, 2024

The Des Moines County Board of Supervisors met in regular session at the Court House in Burlington at 9:00 AM on Tuesday, January 16, 2024, with Chair Tom Broeker, Vice-Chair Jim Cary, and Member Shane McCampbell present. This meeting was also held electronically via Webex and YouTube live streaming. Public input was available through board email or call in.

Items 5D & 5E were removed from the agenda. Unless otherwise noted, all motions passed unanimously. The Pledge of Allegiance was conducted.

Meeting with Department Heads: County Auditor Sara Doty stated her office is busy wrapping up the end of the year. She is working on preparing for the upcoming Primary Election in June, making sure the office is stocked up on all the necessary supplies. IT Director Colin Gerst reported his office is busy. They had an issue with the data center getting too warm, so he worked with the Maintenance Department to get a window air conditioner installed to keep the software at the temperature it needs. Sheriff Kevin Glendening reported the jail population is at 84. He attended an EMA meeting last week and they discussed new radio dispatch consoles being approved for DESCOM. Emergency Management Coordinator Shannon Prado was in attendance for the meeting. Maintenance Director Rodney Bliesener stated he wanted to give a shout out to his crew. They have been working a lot of hours in these cold temperatures to get snow cleaned up and keep things safe and cleaned up for the County. Local Health Director Christa Poggemiller reported her office is busy. Safety Director Angela Vaughan stated she remains busy. MHASEI CDS Director Ken Hyndman gave us an update on the Mental Health Region. County Treasurer Janelle Nalley-Londquist reported her office is busy working on end of year processes. Land Use Administrator Zach James reported he has an agenda item. There are also a few subdivisions being processed and they are working on finalizing the end of the year. County Recorder Natalie Steffener stated her office is busy. County Engineer Brian Carter stated he wanted to give major credit to his crews who have been out in this snowstorm working long, cold days to get the roads cleaned. Jim Cary added that he would like to give the Secondary Roads crew a big thank you as well from the Board of Supervisors. The crews have put in 12-14 hour days and with some moments having been a complete whiteout. He wants to remind the public that the Secondary Roads Department does not clean out driveways or mailboxes. That is the homeowner's responsibility. There are several drifts where snow is over 10 foot with nowhere else for the snow to be pushed. He would also like to give credit to the Sheriff's Department for the calls they receive and helping the residents of Des Moines County. He wants to remind everyone that if you are stuck, do not leave your vehicle. Stay put and wait for help.

No Correspondence was received.

Approval of Accounts Payable Claims in the amount of \$652,227.15 was presented. Cary made a motion to approve and was seconded by McCampbell.

Approval of Resignation of Tama Township Clerk was presented. McCampbell made a motion to approve and was seconded by Cary.

Approval of the Appointment of Tama Township Clerk was presented. Cary made a motion to approve Randy Meeker to Township Clerk and was seconded by McCampbell.

Personnel Actions – Sheriff – Theresa Tripp, Administrative Assistant, 1 Year Step Increase, \$49,761.40 yearly effective 1/22. McCampbell made a motion to approve and was seconded by Cary.

Reports:

Southeast Iowa Regional Planning Commission Annual Report, FY2023

Cary motioned to approve the January 9th, 2024, regular meeting minutes and was seconded by McCampbell.

Leo Hallowell, 2018 S. 13th St. Burlington, spoke during public input. He asked the Board of Supervisors to please consider keeping the EMA budget with a part time employee wage, allowing them to hire a Volunteer Coordinator when Gina Hardin retires in March. He also wanted to give his thank you to the Board of Supervisors for considering the new Public Health Building.

The meeting was adjourned at 9:50 AM.

This Board meeting is recorded. The meeting minutes and audio are posted on the county's website www.dmcounty.com

Tom Broeker, Chair

Attest: Sara Doty, County Auditor