

Jasper County, Iowa Board of Supervisors

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

Denny Stevenson

Doug Cupples

Brandon Talsma

February 28, 2023

9:30 a.m.

www.jasperia.org

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

Meeting ID: 977 1271 8501

Dial In: +1-312-626-6799

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

Pledge of Allegiance



Item 1 Public Hearing for the Approval of FY2023-2024 Maximum Property Tax Dollars

Item 2 Community Development – Kevin Luettters

a) Set Public Hearing Dates for Parcel #13.23.102.001 Rezone Request from Agricultural to Rural Residential (RR-1)

(Recommended Dates & Time, March 14, March 21, and March 28, 2023, at 9:30 am)

Item 3 Engineer – Mike Frietsch

a) Winter/Spring Stockpile Rock Bid Letter

b) Approval of Federal Aid Funding Agreement for Project No. BRS-C050(132)—60-50

Item 4 Approval of Claims Paid through 02/28/23

Item 5 Approval of Board of Supervisors Minutes for February 21, 2023

PUBLIC INPUT & COMMENTS

Resolution _____

Approval of FY2023-24 Maximum Property Tax Dollars

WHEREAS, the Jasper County Board of Supervisors have considered the proposed FY2023-24 county maximum property tax dollars for both General County Services and Rural County Services, and

WHEREAS, a notice concerning the proposed county maximum property tax dollars was published as required and posted on county web site,

WHEREAS, a public hearing concerning the proposed county maximum property tax dollars was held on February 28th, 2023.

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of Jasper County that the maximum property tax dollars for General County Services and Rural County Services for FY2023-24 shall not exceed the following:

General County Services: \$13,993,186

Rural County Services: \$4,273,191

The Maximum Property Tax dollars requested in either General County Services or Rural County Services for FY2023-24 represents an increase of greater than 102% from the Maximum Property Tax dollars requested for FY2022-23.

Roll Call Vote:

| | | |
|-----------------|-----|-----|
| Brandon Talsma | YEA | NAY |
| Denny Stevenson | YEA | NAY |
| Doug Cupples | YEA | NAY |

Resolution _____ was passed and adopted this 28th day of February 2023.

Attest: _____
Jenna Jennings, Auditor

Chairman: _____
Brandon Talsma

NOTICE OF PUBLIC HEARING -PROPOSED PROPERTY TAX LEVY
 Fiscal Year July 1, 2023 - June 30, 2024
 County Name: JASPER COUNTY County Number: 50

The County Board of Supervisors will conduct a public hearing on the proposed Fiscal Year County budget as follows:

Meeting Date: 2/28/2023 Meeting Time: 09:30 AM Meeting Location: Board of Supervisors Room, Jasper County Courthouse
 Contact Person: Teresa Arrowood Contact Phone Number: (641) 792-7016

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the Board will publish notice and hold a hearing on the proposed county budget.

County Website (if available)
<https://www.jasperia.org>

County Telephone Number
 (641) 792-7016

| | | Current Year Certified Property Tax FY 2022/2023 | Budget Year Effective Property Tax FY 2023/2024 | Budget Year Proposed Maximum Property Tax FY 2023/2024 | Proposed Percentage Change |
|--|----|---|--|---|----------------------------------|
| Taxable Valuations-General Services | 1 | 1,934,691,282 | 2,109,485,434 | 2,109,485,434 | |
| Requested Tax Dollars-General Basic | 2 | 8,603,011 | | 9,380,269 | |
| Requested Tax Dollars-General Supplemental | 3 | 4,230,682 | | 4,612,917 | |
| Requested Tax Dollars-General Services Total | 4 | 12,833,693 | 12,833,693 | 13,993,186 | 9.03 |
| Estimated Tax Rate-General Services | 5 | 6.63346 | 6.08380 | 6.63346 | |
| Taxable Valuations-Rural Services | 6 | 1,135,095,164 | 1,220,911,971 | 1,220,911,971 | |
| Requested Tax Dollars-Rural Basic | 7 | 3,090,000 | | 4,273,191 | |
| Requested Tax Dollars-Rural Supplemental | 8 | | | | |
| Requested Tax Dollars-Rural Services Total | 9 | 3,090,000 | 3,090,000 | 4,273,191 | 38.29 |
| Estimated Tax Rate-Rural Services | 10 | 2.72224 | 2.53089 | 3.50000 | |

Explanation of increases in the budget:
 Secondary roads, Capital Projects, Insurance
 If applicable, the above notice is also available online at:
<https://www.jasperia.org>

The above tax rates do not include county voted levies, mental health and disabilities services levy, debt service levy and the rates of other local jurisdictions.
 Regarding proposed maximum dollars, the Board of Supervisors cannot adopt a higher tax asking for these levies following the public hearing.
 Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming year.

JASPER COUNTY COMMUNITY DEVELOPMENT

CONSISTING OF:

Planning & Zoning Division | Environmental Health Division | Animal Control Division
315 W 3rd St N - #150 Newton, IA 50208 ph: 641-792-3084

Rezone Request

Case File: R-2023-002

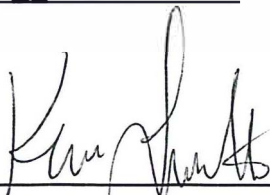
Date: 02/23/2023

Set public hearing dates for the rezone of the parcel below from Agricultural "A" to Rural Residential "RR1" to create a rural residential subdivision.

PARCEL # 13.23.102.001

A tract described as Commence 4 rods South of the Northwest corner of Section 23, run thence North 4 rods, thence East 80 rods, thence South 28 rods and 4 feet, thence West to the public highway, thence Northwesterly to the place of beginning, being 12 acres off of the North side of that part of the Northwest Quarter of the Northwest Quarter of said Section 23 lying North and East of the road; all in Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, EXCEPT a parcel of Land located in the Northwest Quarter of the Northwest Quarter of Section 23, Township 79 North, Range 19 West of the 5th P.M., said parcel described as follows: Beginning at the NW corner of said Sec. 23, thence South 123.3 ft., thence North 89°29' East 13.1 ft., thence South 34°58' East 428.4 Ft. Thence North 89°29' East 73.2ft., thence North 34°58' West 174.2 FT., thence northerly 360.90 ft. along a 895.0 ft radius curve concave northeasterly and tangent to the preceding course, thence South 89°29' West 88.5 ft. to point of beginning, containing 0.25 acres more or less exclusive of the present established roads. Note: The W. line of the SW ¼ Sec. 14-79-19 is assumed to bear due North.

Suggested Dates: 03/14/2023, 03/21/2023, and 03/28/2023



Kevin Luettters

Jasper County Community Development

JASPER COUNTY ENGINEER'S OFFICE

910 N 11th Ave E
Newton, Iowa 50208

(641) 792-5862
FAX – (641) 791-7740



Michael J. Frietsch, P.E, FMP
County Engineer
mfrietsch@jasperia.org

February 20, 2023

To: Jasper County Supervisors

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

Re: Winter/Spring Stockpile Rock

Dear Supervisors,

Given the granular road conditions this winter, multiple freeze thaw cycles, abundant moisture, etc., and availability of reserve funds, the stockpiling of rock in anticipation of road conditions worsening in early spring is advisable. Three (3) stockpile locations were identified as optimal for covering the northwest and the southwest quadrant of the county. One near Prairie City, another at 9150 W 132nd St N (north end of Old 65 N ROW) Collins, and the Baxter shed.

Bid documents were prepared and proposals requested from potential rock suppliers for hauling to and placing at these stockpile locations. Bidding proposals were separated by southwest locations (Prairie City) and northwest locations (Collins and Baxter Shed). Proposal request was haul and place 1-1 1/8" roadstone at each stockpile location, with 6,500 tons to the Prairie City, 3,300 to the northwest corner, and 3,200 tons to the Baxter shed. After the rock is stockpiled, secondary roads will then haul from the piles to address problem areas with the granular roads in the vicinity of each location. In addition, please note, an additional 13,000 tons will be pulled by secondary road crews from either the Ferguson or Sully mines (both operated by Martin Marietta) to cover the east half of the county. That rock was not bid out and instead it will be paid for at the current gate prices.

The following bids were received:

| | Bruening | Martin Marietta |
|------------------|----------------------|------------------------|
| Southwest | \$ 131,813.50 | \$ 143,650.00 |
| Northwest | \$ 123,363.50 | \$ 147,290.00 |
| Total | \$ 255,177.00 | \$290,940.00 |

After consideration of the bid submitted by Bruening Rock Products, Inc. and the reasonable costs the bid represents the Jasper County Highway Department recommends approving the proposals from Bruening Rock Products, Inc. for southwest and northwest winter stockpile rock at a total cost of \$255,177.00.

Sincerely,



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

BIDDING PROPOSAL FOR JASPER COUNTY
Project Number: LL-SPOTROCKNW(FY23)--73-50

Type of Work: Granular Material

System: Local

Miles: 0.000

Location and Description : : Various - See Description

Material and Delivery of 1-1 1/8" Granular Roadstone - FOB Destination

3200 Ton to 6376 N 95th Ave W, Baxter, IA

3300 Ton to 65 Interchange - 9150 W 132nd St N, Collins, IA

Proposal of: Bruening Rock Prod, Inc.
 Name of Bidder
900 Montgomery St.
 Street Address
DECOIAR IA 52101
 City State Zip Code
42-0632195
 Federal Tax I.D. Number
(563) 382-2933 (563) 382-8375
 Phone Fax Email

The bidder hereby certifies that no other principal is involved in or has an interest in this proposal; that the bidder has thoroughly examined the plans and specifications and this contract form and is aware of the provisions contained herein; that the bidder has examined the site of the work and understands that the quantities of work required by the plans and specifications are approximate only and are subject to increases and decreases; that the bidder understands that all quantities of work actually required must be performed and that payment therefore shall be at the unit prices stipulated herein; that the bidder proposes to timely furnish the specified material in the quantities required and to furnish the machinery, equipment, labor and expertise necessary to competently complete this project by the time specified; that no state or county official or employee has a direct or indirect interest in the contract which would cause violation of Iowa Code Section 314.2; that the bidder has made no agreement with any supplier of motor fuel or special fuel which will result in a violation of Iowa Code Section 452A.17(8).

If this bid is accepted, Bidder agrees: to perform all "extra work" required to complete the project at unit prices or lump sums to be agreed upon in writing prior to commencement of such "extra work" or if prior agreement cannot be reached, to perform the work on a "force-account basis" as provided in the specifications; to execute the formal contract within thirty days of the date of approval for award or to forfeit the proposal guaranty furnished herewith; to begin work in accordance with the contract documents and to either complete the work within the contract period or pay liquidated damages, which shall accrue at the daily rate specified below, for each additional working day the work remains uncompleted; and to furnish a performance bond in an amount equal to the contract award as security for the full and complete performance of the contract in accordance with the plans and specifications.

| Work Days | Date Type | Date | Liquidated Damages Per Day |
|----------------------------------|------------------------|----------|----------------------------|
| 0 | Approximate Start Date | 3/6/2023 | \$0.00 |
| Proposal Guaranty: \$0.00 | | | |

Enclosed herewith is a certified check, credit union share draft, Cashier's Check, bank draft on a solvent bank or a bid bond in the penal sum shown in the contract document as a proposal guaranty. It is understood by bidder that the said guaranty document shall be retained by the Contracting Authority as a forfeiture in the event the formal contract is not executed or performance bond is not furnished if the award is made to the undersigned.

The signing of this Bid Document shall serve as an unsworn declaration that, I (the owner, partner, President, other corporate officer, or an authorized representative) hereby certify under penalty of perjury under the laws of the United States and the State of Iowa that I have read, understand, and accept the Bidding Certifications and other provisions contained in this Proposal Notice.

Signature [Signature] Date 2-17-2023
 Signature [Signature] Date _____

Date of Letting: Monday, February 20, 2023, 02:00 PM, Engineer's Office, Newton, Iowa

SCHEDULE OF PRICES -- PROPOSAL
Jasper County, Iowa -- Project LL-SPOTROCKNW(FY23)--73-50

Type of work : Granular Material

UNIT PRICES AND EXTENDED AMOUNTS MUST BE TYPED OR SHOWN IN INK OR THE BID WILL BE REJECTED.

Bidder shall show unit price and extension for each item and total for each division.

| Item Number | Description | Units | Quantity | Unit Price | Total |
|---|-----------------------------|-------|----------|----------------|--------------------|
| 6376 N 95th Ave W, Baxter | | | | | |
| 1. 2599 - 9999020 | 1-1 1/8" Granular Roadstone | TON | 3200.0 | <u>\$18.99</u> | <u>\$60,732.50</u> |
| 6376 N 95th Ave W, Baxter Total | | | | | |
| 9150 W 132nd St N, Collins | | | | | |
| 1. 2599 - 9999020 | 1-1 1/8" Granular Roadstone | TON | 3300.0 | <u>\$18.99</u> | <u>\$62,630.50</u> |
| 9150 W 132nd St N, Collins Total | | | | | |
| Total Bid | | | | | <u>123,363.50</u> |

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.

STANDARD SPECIFICATIONS OF THE IDOT, SERIES 2015, AND CURRENT SUPPLEMENTAL SPECIFICATIONS SHALL APPLY.

Thank-you.

BIDDING PROPOSAL FOR JASPER COUNTY

Project Number: LL-SPOTROCKNW(FY23)--73-50

Type of Work: Granular Material

System: Local

Miles: 0.000

Location and Description : : Various - See Description

Material and Delivery of 1-1 1/8" Granular Roadstone - FOB Destination

3200 Ton to 6376 N 95th Ave W, Baxter, IA

3300 Ton to 65 Interchange - 9150 W 132nd St N, Collins, IA

Proposal of: Martin Marietta Materials
Name of Bidder
11252 NW Aurora Ave
Street Address
Urbandale IA 50322
City State Zip Code
56-1848578
Federal Tax I.D. Number
515-204-8320 515-254-0035 Miles.Fogelson@MartinMarietta.com
Phone Fax Email

The bidder hereby certifies that no other principal is involved in or has an interest in this proposal; that the bidder has thoroughly examined the plans and specifications and this contract form and is aware of the provisions contained herein; that the bidder has examined the site of the work and understands that the quantities of work required by the plans and specifications are approximate only and are subject to increases and decreases; that the bidder understands that all quantities of work actually required must be performed and that payment therefore shall be at the unit prices stipulated herein; that the bidder proposes to timely furnish the specified material in the quantities required and to furnish the machinery, equipment, labor and expertise necessary to competently complete this project by the time specified; that no state or county official or employee has a direct or indirect interest in the contract which would cause violation of Iowa Code Section 314.2; that the bidder has made no agreement with any supplier of motor fuel or special fuel which will result in a violation of Iowa Code Section 452A.17(8).

If this bid is accepted, Bidder agrees: to perform all "extra work" required to complete the project at unit prices or lump sums to be agreed upon in writing prior to commencement of such "extra work" or if prior agreement cannot be reached, to perform the work on a "force-account basis" as provided in the specifications; to execute the formal contract within thirty days of the date of approval for award or to forfeit the proposal guaranty furnished herewith; to begin work in accordance with the contract documents and to either complete the work within the contract period or pay liquidated damages, which shall accrue at the daily rate specified below, for each additional working day the work remains uncompleted; and to furnish a performance bond in an amount equal to the contract award as security for the full and complete performance of the contract in accordance with the plans and specifications.

| Work Days | Date Type | Date | Liquidated Damages Per Day |
|----------------------------------|------------------------|----------|----------------------------|
| 0 | Approximate Start Date | 3/6/2023 | \$0.00 |
| Proposal Guaranty: \$0.00 | | | |

Enclosed herewith is a certified check, credit union share draft, Cashier's Check, bank draft on a solvent bank or a bid bond in the penal sum shown in the contract document as a proposal guaranty. It is understood by bidder that the said guaranty document shall be retained by the Contracting Authority as a forfeiture in the event the formal contract is not executed or performance bond is not furnished if the award is made to the undersigned.

The signing of this Bid Document shall serve as an unsworn declaration that, I (the owner, partner, President, other corporate officer, or an authorized representative) hereby certify under penalty of perjury under the laws of the United States and the State of Iowa that I have read, understand, and accept the Bidding Certifications and other provisions contained in this Proposal Notice.

Charlie Becker 2-13-23
Signature Date

Signature Date

Date of Letting: Monday, February 20, 2023, 02:00 PM, Engineer's Office, Newton, Iowa

SCHEDULE OF PRICES -- PROPOSAL
Jasper County, Iowa -- Project LL-SPOTROCKNW(FY23)--73-50

Type of work : Granular Material

UNIT PRICES AND EXTENDED AMOUNTS MUST BE TYPED OR SHOWN IN INK OR THE BID WILL BE REJECTED.

Bidder shall show unit price and extension for each item and total for each division.

| Item Number | Description | Units | Quantity | Unit Price | Total |
|---|-----------------------------|-------|----------|------------|----------------------|
| 6376 N 95th Ave W, Baxter | | | | | |
| 1. 2599 - 9999020 | 1-1 1/8" Granular Roadstone | TON | 3200.0 | \$ 22.00 | \$70,400.00 |
| 6376 N 95th Ave W, Baxter Total | | | | | |
| 9150 W 132nd St N, Collins | | | | | |
| 1. 2599 - 9999020 | 1-1 1/8" Granular Roadstone | TON | 3300.0 | \$23.30 | \$76,890.00 |
| 9150 W 132nd St N, Collins Total | | | | | |
| Total Bid | | | | | \$ 147,290.00 |

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.

STANDARD SPECIFICATIONS OF THE IDOT, SERIES 2015, AND CURRENT SUPPLEMENTAL SPECIFICATIONS SHALL APPLY.

NOTICE TO BIDDERS

Project Number: LL-SPOTROCKNW(FY23)--73-50

Sealed bids will be accepted by the County Engineer of Jasper County at their office in Newton, Iowa, until 02:00 PM, on Monday, February 20, 2023 for the various items of construction work listed below.

A Certified check, made payable to the County, or a Cashier's check, made payable to either the County or to the contractor, drawn upon a solvent bank or a bid bond, shall be filed with each proposal in an amount as set forth in the proposal form. Cashier' check, made payable to the contractor, shall contain an unqualified endorsement to the County signed by the contractor or his authorized agent. Failure to execute a contract and file an acceptable bond and Certificate of Insurance within 30 days of the date of the approval for awarding of the contract, as herein provided, will be just and sufficient cause for the denial of the award and the forfeiture of the proposal guaranty.

Plans, specifications and proposal forms for the work may be seen and may be secured at County Engineer's Office at 910 N. 11th Ave. E., Newton, IA, 50208-1866

All proposals must be filed on the forms furnished by the County, sealed and plainly marked. Proposals containing any reservations not provided for in the forms furnished may be rejected, and the County Board reserves the right to waive technicalities and to reject any or all bids.

Attention of bidders is directed to the Special Provisions covering the qualifications of bidders and subletting or assigning of the contract.

As a condition precedent to being furnished a proposal form, a prospective bidder must be on the current Iowa Department of Transportation or local county list of qualified bidders; except that this requirement will not apply when bids are received solely for materials, supplies, or equipment.

JASPER County shall issue sales tax exemption certificates through the Iowa Department of Revenue and Finance to the successful bidder and an subcontractors to enable them to purchase qualifying materials for the project free of sales tax.

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.

Description of the Proposed Work : LL-SPOTROCKNW(FY23)--73-50

Material and Delivery of 1-1 1/8" Granular Roadstone - FOB Destination

3200 Ton to 6376 N 95th Ave W, Baxter, IA

3300 Ton to 65 Interchange - 9150 W 132nd St N, Collins, IA

| Description | Units | Quantity |
|-----------------------------|-------|----------|
| 1-1 1/8" Granular Roadstone | TON | 3200.0 |
| 1-1 1/8" Granular Roadstone | TON | 3300.0 |

Total Proposal Guaranty is \$0.00; 0 Working Days; Approximate Start Date: 3/6/2023; \$0.00/Day Liquidated Damages.

STANDARD SPECIFICATIONS OF THE IDOT, SERIES 2015, AND CURRENT SUPPLEMENTAL SPECIFICATIONS SHALL APPLY.

By: Jenna Jennings, Jasper County Auditor

 **Document A310™ – 2010**

Bid Bond

CONTRACTOR:

(Name, legal status and address)
MARTIN MARIETTA MATERIALS, INC.
11252 Aurora Ave
Urbandale, IA 50322

SURETY:

(Name, legal status and principal place of business)
ARCH INSURANCE COMPANY
Harborside 3, 210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107

OWNER:

(Name, legal status and address)
JASPER COUNTY ENGINEER

910 N. 11th Ave. E, Newton, IA 50208-1866

BOND AMOUNT: Five Percent of Amount bid
(5% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)
Jasper Co Collins Baxter Stockpile, Project No. LL-SPOTROCKSW(FY23)-73-50.

Project Number, if any:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

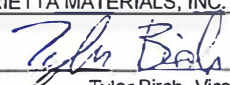
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

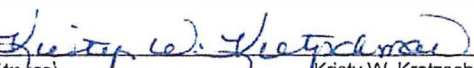
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

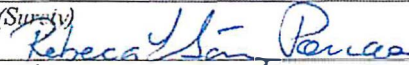
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of February, 2023


(Witness) Kristy W. Kretzschmar

MARTIN MARIETTA MATERIALS, INC.
(Principal)  *(Seal)*
(Title) Tyler Birch, Vice President and Treasurer


(Witness) Kristy W. Kretzschmar

ARCH INSURANCE COMPANY
(Surety)  *(Seal)*
(Title) Rebecca L. Gomez Porras, Attorney in Fact

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Aklima Noorhassan, Anne L. Potter, Beverly A. Woolford, Cynthia Farrell, Debra A. Deming, Frances Rodriguez, Francesca Kazmierczak, Jennifer L. Jakaitis, Kemal Brkanovic, Nancy Schnee, Peter Healy, Susan A. Welsh and Valorie Spates of New York, NY (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 1st day of December, 2022.

Attested and Certified

Regan A. Shulman

Regan A. Shulman, Secretary



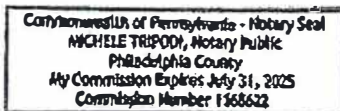
Arch Insurance Company

Stephen C. Ruschak

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated December 1, 2022 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 14th day of February 2023.

Regan A. Shulman

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

BIDDING PROPOSAL FOR JASPER COUNTY

Project Number: LL-SPOTROCKSW(FY23)--73-50

Type of Work: Granular Material

System: Local

Miles: 0.000

Location and Description : : Intersection of W 116th St S & Popular Ave

Material and Delivery of 1-1 1/8" Granular Roadstone - FOB Destination

6500 Ton to Intersection of W 116th St S and Popular Ave

Proposal of:

Name of Bidder

Street Address

City

State

Zip Code

Federal Tax I.D. Number

Phone

Fax

Email

The bidder hereby certifies that no other principal is involved in or has an interest in this proposal; that the bidder has thoroughly examined the plans and specifications and this contract form and is aware of the provisions contained herein; that the bidder has examined the site of the work and understands that the quantities of work required by the plans and specifications are approximate only and are subject to increases and decreases; that the bidder understands that all quantities of work actually required must be performed and that payment therefore shall be at the unit prices stipulated herein; that the bidder proposes to timely furnish the specified material in the quantities required and to furnish the machinery, equipment, labor and expertise necessary to competently complete this project by the time specified; that no state or county official or employee has a direct or indirect interest in the contract which would cause violation of Iowa Code Section 314.2; that the bidder has made no agreement with any supplier of motor fuel or special fuel which will result in a violation of Iowa Code Section 452A.17(8).

If this bid is accepted, Bidder agrees: to perform all "extra work" required to complete the project at unit prices or lump sums to be agreed upon in writing prior to commencement of such "extra work" or if prior agreement cannot be reached, to perform the work on a "force-account basis" as provided in the specifications; to execute the formal contract within thirty days of the date of approval for award or to forfeit the proposal guaranty furnished herewith; to begin work in accordance with the contract documents and to either complete the work within the contract period or pay liquidated damages, which shall accrue at the daily rate specified below, for each additional working day the work remains uncompleted; and to furnish a performance bond in an amount equal to the contract award as security for the full and complete performance of the contract in accordance with the plans and specifications.

| Work Days | Date Type | Date | Liquidated Damages Per Day |
|---------------------------|------------------------|----------|----------------------------|
| 0 | Approximate Start Date | 3/6/2023 | \$0.00 |
| Proposal Guaranty: \$0.00 | | | |

Enclosed herewith is a certified check, credit union share draft, Cashier's Check, bank draft on a solvent bank or a bid bond in the penal sum shown in the contract document as a proposal guaranty. It is understood by bidder that the said guaranty document shall be retained by the Contracting Authority as a forfeiture in the event the formal contract is not executed or performance bond is not furnished if the award is made to the undersigned.

The signing of this Bid Document shall serve as an unsworn declaration that, I (the owner, partner, President, other corporate officer, or an authorized representative) hereby certify under penalty of perjury under the laws of the United States and the State of Iowa that I have read, understand, and accept the Bidding Certifications and other provisions contained in this Proposal Notice.

Signature

Date

Signature

Date

Date of Letting: Monday, February 20, 2023, 02:00 PM, Engineer's Office, Newton, Iowa

SCHEDULE OF PRICES -- PROPOSAL
Jasper County, Iowa -- Project LL-SPOTROCKSW(FY23)--73-50

Type of work : Granular Material

UNIT PRICES AND EXTENDED AMOUNTS MUST BE TYPED OR SHOWN IN INK OR THE BID WILL BE REJECTED.

Bidder shall show unit price and extension for each item and total for each division.

| Item Number | Description | Units | Quantity | Unit Price | Total |
|--|-----------------------------|-------|----------|------------------|-------------------|
| Intersection of W 116th St S & Popular Ave | | | | | |
| 1. 2599 - 9999020 | 1-1 1/8" Granular Roadstone | TON | 6500.0 | <i>20.229</i> | <i>131,813.50</i> |
| | | | | Total Bid | <i>131,813.50</i> |

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.

STANDARD SPECIFICATIONS OF THE IDOT, SERIES 2015, AND CURRENT SUPPLEMENTAL SPECIFICATIONS SHALL APPLY.

Thank you

BIDDING PROPOSAL FOR JASPER COUNTY

Project Number: LL-SPOTROCKSW(FY23)--73-50

Type of Work: Granular Material

System: Local

Miles: 0.000

Location and Description : : Intersection of W 116th St S & Popular Ave

Material and Delivery of 1-1 1/8" Granular Roadstone - FOB Destination

6500 Ton to Intersection of W 116th St S and Popular Ave

Proposal of: Martin Marietta Materials
Name of Bidder
11252 NW Aurora Ave
Street Address
Urbandale IA 50322
City State Zip Code
56-1848578
Federal Tax I.D. Number
515-204-8320 515-254-0035 Miles.Ferguson@MartinMarietta.com
Phone Fax Email

The bidder hereby certifies that no other principal is involved in or has an interest in this proposal; that the bidder has thoroughly examined the plans and specifications and this contract form and is aware of the provisions contained herein; that the bidder has examined the site of the work and understands that the quantities of work required by the plans and specifications are approximate only and are subject to increases and decreases; that the bidder understands that all quantities of work actually required must be performed and that payment therefore shall be at the unit prices stipulated herein; that the bidder proposes to timely furnish the specified material in the quantities required and to furnish the machinery, equipment, labor and expertise necessary to competently complete this project by the time specified; that no state or county official or employee has a direct or indirect interest in the contract which would cause violation of Iowa Code Section 314.2; that the bidder has made no agreement with any supplier of motor fuel or special fuel which will result in a violation of Iowa Code Section 452A.17(8).

If this bid is accepted, Bidder agrees: to perform all "extra work" required to complete the project at unit prices or lump sums to be agreed upon in writing prior to commencement of such "extra work" or if prior agreement cannot be reached, to perform the work on a "force-account basis" as provided in the specifications; to execute the formal contract within thirty days of the date of approval for award or to forfeit the proposal guaranty furnished herewith; to begin work in accordance with the contract documents and to either complete the work within the contract period or pay liquidated damages, which shall accrue at the daily rate specified below, for each additional working day the work remains uncompleted; and to furnish a performance bond in an amount equal to the contract award as security for the full and complete performance of the contract in accordance with the plans and specifications.

| Work Days | Date Type | Date | Liquidated Damages Per Day |
|----------------------------------|------------------------|----------|----------------------------|
| 0 | Approximate Start Date | 3/6/2023 | \$0.00 |
| Proposal Guaranty: \$0.00 | | | |

Enclosed herewith is a certified check, credit union share draft, Cashier's Check, bank draft on a solvent bank or a bid bond in the penal sum shown in the contract document as a proposal guaranty. It is understood by bidder that the said guaranty document shall be retained by the Contracting Authority as a forfeiture in the event the formal contract is not executed or performance bond is not furnished if the award is made to the undersigned.

The signing of this Bid Document shall serve as an unsworn declaration that, I (the owner, partner, President, other corporate officer, or an authorized representative) hereby certify under penalty of perjury under the laws of the United States and the State of Iowa that I have read, understand, and accept the Bidding Certifications and other provisions contained in this Proposal Notice.

Charlie Beck 2-13-23
Signature Date

Signature Date

Date of Letting: Monday, February 20, 2023, 02:00 PM, Engineer's Office, Newton, Iowa

SCHEDULE OF PRICES -- PROPOSAL
Jasper County, Iowa -- Project LL-SPOTROCKSW(FY23)--73-50

Type of work : Granular Material

UNIT PRICES AND EXTENDED AMOUNTS MUST BE TYPED OR SHOWN IN INK OR THE BID WILL BE REJECTED.

Bidder shall show unit price and extension for each item and total for each division.

| Item Number | Description | Units | Quantity | Unit Price | Total |
|--|-----------------------------|-------|----------|------------|--------------|
| Intersection of W 116th St S & Popular Ave | | | | | |
| 1. 2599 - 9999020 | 1-1 1/8" Granular Roadstone | TON | 6500.0 | \$22.10 | \$143,650.00 |
| Total Bid | | | | | \$143,650.00 |

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.

STANDARD SPECIFICATIONS OF THE IDOT, SERIES 2015, AND CURRENT SUPPLEMENTAL SPECIFICATIONS SHALL APPLY.

NOTICE TO BIDDERS

Project Number: LL-SPOTROCKSW(FY23)--73-50

Sealed bids will be accepted by the County Engineer of Jasper County at their office in Newton, Iowa, until 02:00 PM, on Monday, February 20, 2023 for the various items of construction work listed below.

A Certified check, made payable to the County, or a Cashier's check, made payable to either the County or to the contractor, drawn upon a solvent bank or a bid bond, shall be filed with each proposal in an amount as set forth in the proposal form. Cashier' check, made payable to the contractor, shall contain an unqualified endorsement to the County signed by the contractor or his authorized agent. Failure to execute a contract and file an acceptable bond and Certificate of Insurance within 30 days of the date of the approval for awarding of the contract, as herein provided, will be just and sufficient cause for the denial of the award and the forfeiture of the proposal guaranty.

Plans, specifications and proposal forms for the work may be seen and may be secured at County Engineer's Office at 910 N. 11th Ave. E., Newton, IA, 50208-1866

All proposals must be filed on the forms furnished by the County, sealed and plainly marked. Proposals containing any reservations not provided for in the forms furnished may be rejected, and the County Board reserves the right to waive technicalities and to reject any or all bids.

Attention of bidders is directed to the Special Provisions covering the qualifications of bidders and subletting or assigning of the contract.

As a condition precedent to being furnished a proposal form, a prospective bidder must be on the current Iowa Department of Transportation or local county list of qualified bidders; except that this requirement will not apply when bids are received solely for materials, supplies, or equipment.

JASPER County shall issue sales tax exemption certificates through the Iowa Department of Revenue and Finance to the successful bidder and an subcontractors to enable them to purchase qualifying materials for the project free of sales tax.

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.

Description of the Proposed Work : LL-SPOTROCKSW(FY23)--73-50

Material and Delivery of 1-1 1/8" Granular Roadstone - FOB Destination

6500 Ton to Intersection of W 116th St S and Popular Ave

| Description | Units | Quantity |
|-----------------------------|-------|----------|
| 1-1 1/8" Granular Roadstone | TON | 6500.0 |

Total Proposal Guaranty is \$0.00; 0 Working Days; Approximate Start Date: 3/6/2023; \$0.00/Day Liquidated Damages.

STANDARD SPECIFICATIONS OF THE IDOT, SERIES 2015, AND CURRENT SUPPLEMENTAL SPECIFICATIONS SHALL APPLY.

-

By: Jenna Jennings, Jasper County Auditor

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
MARTIN MARIETTA MATERIALS, INC.
11252 Aurora Ave
Urbandale, IA 50322

SURETY:

(Name, legal status and principal place of business)
ARCH INSURANCE COMPANY
Harborside 3, 210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107

OWNER:

(Name, legal status and address)
JASPER COUNTY ENGINEER
910 N. 11th Ave. E, Newton, IA 50208-1866

BOND AMOUNT: Five Percent of Amount bid
(5% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)
Jasper Co Prairie City Stockpile, Project No. LL-SPOTROCKSW(FY23)-73-50.

Project Number, if any:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of February, 2023


(Witness) Kristy W. Kretzschmar

MARTIN MARIETTA MATERIALS, INC.
(Principal)  (Seal)
(Title) Tyler Birch, Vice President and Treasurer


(Witness) Kristy W. Kretzschmar

ARCH INSURANCE COMPANY
(Surety)  (Seal)
(Title) Rebecca L. Gomez Porras, Attorney in Fact

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Aklima Noorhassan, Anne L. Potter, Beverly A. Woolford, Cynthia Farrell, Debra A. Deming, Frances Rodriguez, Francesca Kazmierczak, Jennifer L. Jakaitis, Kemal Brkanovic, Nancy Schnee, Peter Healy, Susan A. Welsh and Valorie Spates of New York, NY (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 1st day of December, 2022.

Attested and Certified

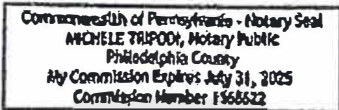
Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS



Arch Insurance Company Stephen C. Ruschak, Executive Vice President

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi, Notary Public My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated December 1, 2022 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 14th day of February 2023.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division 3 Parkway, Suite 1500 Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-In-Fact and the details of the bond to which the power is attached.

July 2022

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
for a County Highway Bridge Program Project**

RECIPIENT: Jasper County

Project No: BRS-C050(132)—60-50

Iowa DOT Agreement No: 1-23-HBPS-007

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the Jasper County, Iowa (hereinafter referred to as the RECIPIENT) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). Iowa Code Sections 306A.7 and 307.44 provide for the RECIPIENT and the DEPARTMENT to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds.

The Bridge Formula Program (BFP) and the Surface Transportation Block Grant (STBG) Program make Federal funds available for replacement or rehabilitation of highway bridges on public roads on and off the Federal-aid System. A portion of BFP or STBG funds have been set aside for this purpose and designated as the County Highway Bridge Program (HBP). In the event Highway Infrastructure Program (HIP) funding is available, it may be included for this same purpose.

Pursuant to the terms of this agreement, applicable statutes, and 761 Iowa Administrative Code (IAC) Chapter 161, the DEPARTMENT agrees to provide County HBP funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The RECIPIENT shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Christy VanBuskirk, and the Central Region Local Systems Field Engineer, Brian J. Catus. The RECIPIENT's contact person shall be the County Engineer.
3. The RECIPIENT shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 30840
 - B. Location: On F62 over North Skunk River
 - C. Preliminary Estimated Total Eligible Construction Costs: \$2,800,000
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the DEPARTMENT. Within the eligible project construction limits, eligible project activities will be limited to actual construction costs.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. 100% of the eligible construction project costs incurred after the effective date of this agreement shall be paid from County HBP funds. The RECIPIENT shall pay 100% of the non-eligible project costs. Reimbursed costs will be limited to County HBP funds that are made available to counties through the HBP Funds outlined in 761 Iowa Administrative Code, Chapter 161 and Local Systems Instructional Memorandum [\(I.M.\) 1.100](#) in place at the time of this agreement being fully executed.
7. The RECIPIENT shall pay for all project costs not reimbursed with Highway Bridge Program funds.

8. The RECIPIENT shall let the project for bids through the DEPARTMENT.
9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
11. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the DEPARTMENT.
12. The project shall be let to contract within 3 years of the date this agreement is approved by the DEPARTMENT. If not, this agreement may become null and void, unless the RECIPIENT submits a written request for extension to the DEPARTMENT at least 30 days prior to the 3-year deadline. If approved, this agreement may be extended for a period of time as determined by the DEPARTMENT, but not less than 6 months.
13. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

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

RECIPIENT: Jasper County

This agreement was approved by official action of the Jasper County Board of Supervisors in official session on the _____ day of _____, _____.

County Auditor

Chair, Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration

By _____
Brian J. Catus, P.E.
Local Systems Field Engineer
Central Region

Date _____, _____

EXHIBIT 1
General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the RECIPIENT shall be responsible for the following:

1. General Requirements.

- a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The RECIPIENT shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the RECIPIENT shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The RECIPIENT agrees to comply with the requirements outlined in [I.M. 1.070](#), Title VI and Nondiscrimination Requirements, which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.
- c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in [I.M. 1.080](#), ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the Iowa DOT Design Manual.
- d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the RECIPIENT will pay initial project costs and request reimbursement from the DEPARTMENT, the RECIPIENT shall report this project on its SEFA. If the DEPARTMENT will pay initial project costs and then credit those accounts from which initial costs were paid, the DEPARTMENT will report this project on its SEFA. In this case, the RECIPIENT shall not report this project on its SEFA.
- f. The RECIPIENT shall supply the DEPARTMENT with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The RECIPIENT shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
 - ii. The RECIPIENT shall comply with the requirements of [I.M. 5.010](#), DBE Guidelines.

- iii. The DEPARTMENT's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

2. Programming.

- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at usaspending.gov.
- c. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in I.M. 1.200, Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

3. Design and Consultant Services

- a. The RECIPIENT shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the DEPARTMENT in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits.

- a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in [I.M. 3.020](#), Concept Statement Instructions; [4.020](#), NEPA Process; [4.110](#) Threatened and Endangered Species; and [4.120](#), Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. [4.170](#), Farmland Protection Policy Act.

- c. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa DEPARTMENT of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the procedures in I.M. [4.130](#), 404 Permit Process; [4.140](#), Storm Water Permits; [4.150](#) Iowa DNR Floodplain Permits and Regulations; [4.190](#), Highway Improvements in the Vicinity of Airports or Heliports; and [4.160](#), Asbestos Inspection, Removal, and Notification Requirements.
- d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed \$100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

5. Right-of-Way, Railroads and Utilities.

- a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in [I.M. 3.600](#), Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau Local Public Agency Manual. The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even though no Federal funds are used for right-of-way activities. If Federal-aid will not be used in the cost of acquiring right-of-way, acquisition activities may begin prior to FHWA Environmental Concurrence. However, such acquisitions cannot affect the National Environmental Policy Act (NEPA) decision making process.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in [I.M. 3.670](#), Work on Railroad Right-of-Way and [I.M. 3.680](#), Federal-aid Projects Involving Railroads.
- c. The RECIPIENT shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT's Policy for Accommodating Utilities on Primary Road System. The RECIPIENT should also use the procedures outlined in [I.M. 3.640](#), Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the DEPARTMENT, the RECIPIENT shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and approval in accordance with [I.M. 3.700](#), Check and Final Plans and [I.M. 3.500](#), Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.
 - iii. Follow the procedures in [I.M. 5.030](#), Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, and execute the contract documents in Doc Express.

- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in [I.M. 5.120](#), Local Letting Process- Federal-aid.
- d. The RECIPIENT shall forward a completed Project Development Certification (Form 730002) to the DEPARTMENT in accordance with [I.M. 5.050](#), Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.
- e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract award.

7. Construction.

- a. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the DEPARTMENT, the project shall be constructed under the DEPARTMENT's Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the RECIPIENT shall provide materials testing and certifications as required by the approved specifications.
- e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per [Materials I.M. 103](#), Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The RECIPIENT shall follow the procedures in [I.M. 6.000](#), Construction Inspection, and the DEPARTMENT's Construction Manual, as applicable, for conducting construction inspection activities.

8. Reimbursements.

- a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. Reimbursement claims shall be submitted on forms identified by the Department along with all required supporting documentation. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been

overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.

- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:
 - i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

9. Project Close-out.

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final audit, in accordance with the procedures in [I.M. 6.110](#), Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The RECIPIENT may be suspended from receiving federal funds on future projects.
- b. For construction projects, the RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the DEPARTMENT accepts the project as complete.
- d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make these materials available at all reasonable times for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the RECIPIENT if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the DEPARTMENT will notify the RECIPIENT of the record retention date.
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT and the FHWA.

Tuesday, February 21, 2023, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Talsma and Cupples present and accounted for; Chairman Talsma presiding.

Motion by Cupples, seconded by Talsma to open a Public Hearing for the proposed Development Agreement with the City of Newton, Iowa and Christensen Development 1, LLC.

YEA: CUPPLES & TALSMA

There were no public comments and no comments received by the Auditor.

Motion by Cupples, seconded by Talsma to close the Public Hearing.

YEA: CUPPLES & TALSMA

Motion by Cupples, seconded by Talsma to adopt Resolution 23-17 Approving and Authorizing Execution of a Development Agreement with the City of Newton, Iowa, and Christensen Development 1, LLC.

YEA: CUPPLES & TALSMA

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

Motion by Cupples, seconded by Talsma to open a Public Hearing for Brian Broderick on a Rezone Request for Parcel 02.15.300.015 from Agricultural to Rural Residential (RR-1).

YEA: CUPPLES & TALSMA

There were no public comments and no comments received by the Auditor.

Motion by Cupples, seconded by Talsma to close the Public Hearing.

YEA: CUPPLES & TALSMA

Motion by Cupples, seconded by Talsma to waive the 2nd and 3rd readings on the Rezone Request for Parcel 02.15.300.015 from Agricultural to Rural Residential (RR-1).

YEA: CUPPLES & TALSMA

Motion by Cupples, seconded by Talsma to approve the Rezone Request from Brian Broderick for Parcel 02.15.300.015 from Agricultural to Rural Residential (RR-1).

YEA: CUPPLES & TALSMA

Motion by Cupples, seconded by Talsma to accept American Fence Company quote in the amount of \$7,396.00 to put a holding cell on the third floor of the Courthouse.

YEA: CUPPLES & TALSMA

Motion by Cupples, seconded by Talsma to adopt Resolution 23-18 creating a new position for a Technical Design Manager for the Jasper County Engineer's Office.

YEA: CUPPLES & TALSMA

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

Motion by Cupples, seconded by Talsma to approve the Treasurers Semi Annual Report for 7/1/22 to 12/31/22.

YEA: CUPPLES & TALSMA

Motion by Cupples, seconded by Talsma to approve the County Investment Policy.

YEA: CUPPLES & TALSMA

Doug Bishop, Treasurer gave an update on his trip to the NACO Conference. He brought back materials for many of the offices and expressed the amount of money in grants that are available to us but the lack of manpower and time prohibits us from being knowledgeable on the grants. Bishop also presented 3-Plus-1 Cashvest from the NACO Conference. He would like to set up a time to meet with the company to see if they can help us with investing County dollars.

Motion by Cupples, seconded by Talsma to approve a Memorandum of Understanding between Jasper County, Iowa, and L.E. Myers Co. Marshalltown, Iowa for damages to W 128th St S. totaling \$8,000.00 in reimbursement.

YEA: CUPPLES & TALSMA

Motion by Cupples, seconded by Talsma to accept a bid from Oden Enterprises, Inc for steel to replace Bridge S23 and replenish our stockpile in the amount of \$202,999.31.

YEA: CUPPLES & TALSMA

Motion by Cupples, seconded by Talsma to approve a 28E Agreement between Jasper County, Iowa and Lynnville, Iowa, concerning Farm-To-Market Route Maintenance.

YEA: CUPPLES & TALSMA

Motion by Cupples, seconded by Talsma to adopt Resolution 23-19 establishing Elected Officials Salaries for FY23-24.

YEA: CUPPLES & TALSMA

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

Motion by Cupples, seconded by Talsma to adopt Resolution 23-20 approving Transfer Order 1490 in the amount of \$60,000.00 from Jasper County Emergency Management Fund to Various Funds.

YEA: CUPPLES & TALSMA

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

Motion by Cupples, seconded by Talsma to approve Board of Supervisors minutes for February 14, 2023.

YEA: CUPPLES & TALSMA

Motion by Cupples, seconded by Talsma to enter closed session requested by Jeff Davidson in accordance with Iowa Code Section 21.5(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonable expected to increase the price the governmental body would have to pay for the property or reduce the price the governmental body would receive for the property.

YEA: CUPPLES & TALSMA

Motion by Cupples, seconded by Talsma to come out of closed session.

YEA: CUPPLES & TALSMA

Motion by Cupples, seconded by Talsma to have a 5-minute recess.

YEA: CUPPLES & TALSMA

Motion by Cupples, seconded by Talsma to Open a Public Hearing for Fiscal Year 2024 County 5-year Program.

YEA: CUPPLES & TALSMA

Mike Frietsch, Engineer, discussed projects that will be underway in FY2024. There will be a total of 6 bridge replacements containing F04, E19, C08, B15, S25, & K05. Roadway projects will consist of resurfacing Highway F-48, repaving Poplar and Quicksilver Avenues, reconstruction of E 125th St N & E 142nd St S, and paving W 129th St S & S 96th Ave W. A key project the Engineer's Office is currently working on is repaving Highway F-48.

Motion by Cupples, seconded by Talsma to close the Public Hearing.

YEA: CUPPLES & TALSMA

Motion by Cupples, seconded by Talsma to adjourn the Tuesday, February 21, 2023, meeting of the Jasper County Board of Supervisors.

Jenna Jennings, Auditor

Doug Cupples, Vice Chairman