



County Auditor
Cerro Gordo County Courthouse

220 N. Washington Ave.
Adam Wedmore, Auditor
www.cerrogordo.gov

Mason City, IA 50401-3254

PH: (641) 421-3028
FAX: (641) 421-3139

RECEIVED

MAR 13 2025

LIQUOR LICENSE APPLICATION

I/We do hereby make application for a Class C Liquor License or a _____ Class B Wine Permit.

Effective date April 1st, 2025

1. Applicant Name Nathan Lindsay Phone 319 504 6929

Applicant Name _____ Phone _____

Applicant Email Address buffalorunge@gmail.com

2. Name of Business Lindsay Golf Management Inc DBA. Buffalo Run Golf Club Bus. Phone 641-749-5522

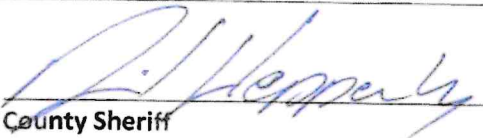

3. Complete Street Address of Business 23342 265th St

City Nora Springs Zip Code 50458 County Cerro Gordo

4. Complete Mailing Address of Licensee or Permittee 13 Ponderosa Ct

City Nora Springs Zip Code 50458 County Floyd

REQUIRED SIGNATURES

 County Sheriff	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	<u>3/13/2025</u> Date
 County Attorney	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	<u>3/13/2025</u> Date

To the best of my knowledge, the above information is true and correct.


Applicant Signature

3-10-25
Date

Applicant Signature

Date



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
DIAMOND OAK , LLC	Diamond Oak Events	(641) 357-1075		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
9400 Wheelerwood Drive		Clear Lake	Cerro Gordo	50428
MAILING ADDRESS	CITY	STATE	ZIP	
9400 Wheelerwood Drive	Clear Lake	Iowa	50428	

Contact Person

NAME	PHONE	EMAIL
Scott Bultje	(641) 357-1075	diamondoakevents@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0048098	Class C Retail Alcohol License	12 Month	Submitted to Local Authority
TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS	
Apr 15, 2025	Apr 14, 2026		
SUB-PERMITS			
Class C Retail Alcohol License			

Clerk's Monthly Report of Fees Collected

State of Iowa

Vendor 919

Cerro Gordo County

TO THE BOARD OF SUPERVISORS OF CERRO GORDO COUNTY:

I, Stacey Oleson, Clerk of the 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 ending February 28, 2025.

Co Attorney Collections	001-8502-041-1100-000000	24387.40	Type 1
Co Attorney-12%	067-8502-041-1100-000000	4354.53	1
Surcharge	002-2030-295-1530-040300	0.00	1
Sheriff's Fees	001-8470-051-1060-040300	2361.71	4
Attorney Fees	002-8470-291-1620-040300	0.00	1
County 9% Surcharge	001-8501-054-1000000000	3.35	Type 1
Collection reimbursement	002-8470-295-1530-040300	10.12	4
Driving-No Proof of Ins	002-8470-295-1530-040300	3274.72	4
Ordinance-Infraction	002-8500-295-1530-040300	7101.29	1
Postage	001-8472-072-9100000000	0.00	Type 4
TOTAL		41,493.12	

All of which is respectfully submitted.



Subscribed and sworn to before me by Stacey Oleson

Clerk of the District Court, this 25th **day of** March **, 20**25.



Auditor, Cerro Gordo County.

RESOLUTION 2025-

RESOLUTION TO APPROVE FINANCIAL ASSISTANCE TO THE
CLEAR LAKE AREA CHAMBER OF COMMERCE IN CLEAR LAKE, IOWA

WHEREAS, Cerro Gordo County (the "County") supports public and private investment that enhances life in the County and attracts visitors; and

WHEREAS, in furtherance of the renovation of the Clear Lake Area Chamber of Commerce's (the "Chamber") facility, an application has been prepared for grant funding through the Community Attraction and Tourism (CAT) Program of the Iowa Economic Development Authority (IEDA); and

WHEREAS, the County wishes to commit funding toward the implementation of the proposed renovation in support of said CAT grant application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CERRO GORDO COUNTY, IOWA:

Section 1: The County hereby expresses its support of the Chamber's proposed application for financial assistance from IEDA through the CAT Program.

Section 2: The County hereby provides a commitment to provide funding assistance to the project in the amount of \$10,000 in support of this project, if an award by IEDA is made.

PASSED AND APPROVED this 31st day of March, 2025

Chris Watts, Chairman
Cerro Gordo County Board of Supervisors

ATTEST:

Bob Peshak, Deputy County Auditor
Cerro Gordo County



PUBLIC HEALTH

healthier together

DATE: March 27, 2025

TO: Cerro Gordo County Board of Supervisors

CC: Michelle Rush, Assistant Zoning Administrator, Cerro Gordo County

FROM: Daniel Ries, Cerro Gordo County Department of Public Health

SUBJECT: Manure Management Plan for Eagle-S Inc.

This report is to make you aware of concerns regarding a Manure Management Plan received by this office from the **Eagle S** swine operation. This report is being submitted according to Resolution 2003-123 **A Resolution Adopting Policy for the Receipt, Review and Comment on Manure Management Plans Received by the Cerro Gordo County Board of Supervisors**. Within seven (7) days of receipt of the manure management plan the Environmental Service Manager shall review the Manure Management Plan and prepare a report to the Board of Supervisors detailing issues to forward to the Iowa Department of Natural Resources.

The swine operation is located at **2424 Eagle Avenue, Thornton in Section 3 of Wisner Township in Franklin County** about two-thirds of a mile south of the Cerro Gordo-Franklin County line. The facility houses 2,550 hogs which produce 677,950 gallons of manure annually. Manure is stored in a below-building pit. Thirteen fields totaling 1,641.4 acres will be used to apply manure. Four of the fields consisting of 278.5 acres are in Sections 22, 27, 33 and 34 of Grimes Township, while the remaining fields are in Franklin County. **The Cerro Gordo fields on which manure will be applied is unchanged from the previous year.** My concerns which are listed below are focused on impacts to Cerro Gordo County:

- The city of Meservey is about $\frac{3}{4}$ mile from the field in Section 33 of Grimes Township.
- The city of Thornton is about one mile from the manure application area in Section 27 of Grimes Township.
- Public use areas near the manure application area include Ring-Neck Wildlife Area $\frac{1}{2}$ mile, Bailey Creek Waterfowl Production Area $\frac{1}{2}$ mile, Ingebretson Park and Pleasant Valley Golf Course roughly two miles.
- Bailey Creek runs adjacent to the fields in Section 22 and 27 of Grimes Township.
- There is manure application near a waterway in Franklin County; that waterway subsequently enters Cerro Gordo County and is a tributary to Ingebretson Creek.
- The same fields in this plan are also used for the Tom Wede swine operation manure management plan.

If you have any questions regarding this information, feel free to contact this office at (641) 421-9338 or dries@cghealth.com.



PUBLIC HEALTH

healthier together

DATE: March 27, 2025

TO: Cerro Gordo County Board of Supervisors

CC: Michelle Rush, Assistant Zoning Administrator, Executive Assistant, Cerro Gordo County

FROM: Daniel Ries, Cerro Gordo County Department of Public Health

SUBJECT: Manure Management Plan for C.B. Neel & Sons (Dad's Site)

This report is to make you aware of concerns regarding a Manure Management Plan Annual Update received by this office from **C.B. Neel & Sons (Dad's Site)** swine operation. This report is being submitted according to Resolution 2003-123 **A Resolution Adopting Policy for the Receipt, Review and Comment on Manure Management Plans Received by the Cerro Gordo County Board of Supervisors**. Within seven (7) days of receipt of the manure management plan the Environmental Service Manager shall review the Manure Management Plan and prepare a report to the Board of Supervisors detailing the issues to forward to the Iowa Department of Natural Resources.

The confinement unit is located at **24439 Lark Avenue in Section 1 of Lincoln Township**. The hog population at the site is 2,490 or 996 AU which will produce 624,156 gallons of manure annually which will be stored in below building pits and opened formed structures. There are fourteen fields totaling 863.4 acres used for manure application. Four of the fields are in Worth County. The other ten fields are in Sections 4 and 9 of Lime Creek Township and Sections 1, 2, and 12 of Lincoln Township. The ten Cerro Gordo County fields account for 477.4 of the acres. **The fields on which manure will be applied is unchanged from the previous year.** My concerns listed below will focus on the impacts to Cerro Gordo County:

- Wharam Creek and its flood plain abut the field in Section 12 of Lincoln Township.
- Blair Creek and Spring Creek and their flood plains intersect the manure application area in Sections 4 and 9 of Lime Creek Township.
- There is a waterway which is a tributary of Wharam Creek that cuts through the manure application area in Section 1 of Lincoln Township and is adjacent to the manure application area in Section 12 of Lincoln Township.
- King Fisher Hollow public use area is about 1¼ miles from the application area.
- Freeman Preserve is about 1¼ miles from the manure application area.
- Bruns and Country Estate Additions are about one mile from the manure application area.
- Pine Creek Golf Course is about ¾ mile from the manure application area.
- Lime Creek Conservation Area and Spring Creek Preserve are about 2¾ miles from the manure application area.
- Winnebago Heights is about 2¾ miles from the manure application area.
- The same fields are used for C.B. Neel & Sons (Home Site).

If you have any questions regarding this information, feel free to contact this office at (641) 421-9338 or dries@cghealth.com.



PUBLIC HEALTH

healthier together

DATE: March 27, 2025

TO: Cerro Gordo County Board of Supervisors

CC: Michelle Rush, Assistant Zoning Administrator, Cerro Gordo County

FROM: Daniel Ries, Cerro Gordo County Department of Public Health

SUBJECT: Manure Management Plan for C.B. Neel & Sons (Home Site)

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The confinement unit is located at **24939 Lark Ave, Manly, in Danville Township in Worth County**. The hog population at the site is 2,490 or 996 AU which will produce 609,709 gallons of manure annually which is stored in below building pits. There are fourteen fields totaling 863.4 acres used for manure application. Four of the fields are in Worth County. The other ten fields are in Sections 4 and 9 of Lime Creek Township and Sections 1, 2, and 12 of Lincoln Township. The ten Cerro Gordo County fields account for 477.4 of the acres. **The fields on which manure will be applied is unchanged from the previous year.** My concerns listed below will focus on the impacts to Cerro Gordo County:

- Wharam Creek and its flood plain abut the field in Section 12 of Lincoln Township.
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- King Fisher Hollow public use area is about 1¼ miles from the application area.
- Freeman Preserve is about 1¼ miles from the manure application area.
- Bruns and Country Estate Additions are about one mile from the manure application area.
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- Lime Creek Conservation Area and Spring Creek Preserve are about 2¾ miles from the manure application area.
- Winnebago Heights is about 2¾ miles from the manure application area.
- The same fields are used for C.B. Neel & Sons (Dad's Site).

If you have any questions regarding this information, feel free to contact this office at (641) 421-9338 or dries@cghealth.com.

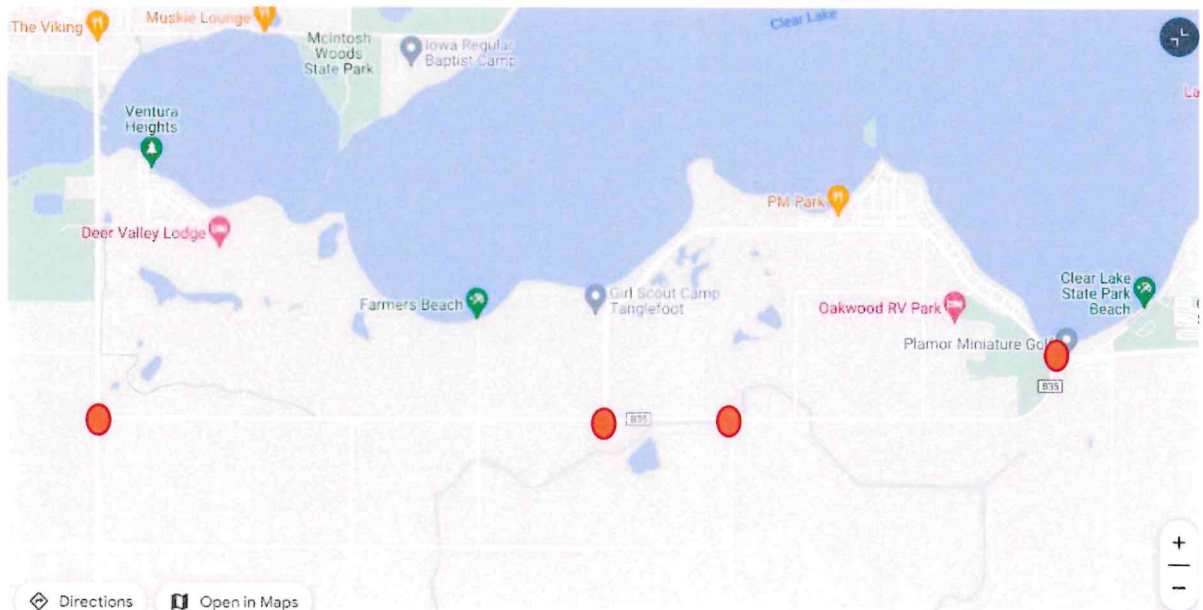
The following are the intersections we would like road closed signs to be placed on Friday, May 23rd for the 9th Annual TRI Clear Lake Triathlon on May 24th.

- 235th & Balsam Avenue
- 235th & Dogwood
- 235th & Dove
- 235th & South Shore Drive

We would appreciate it if the barricades could be placed on the side of the road and not in the ditch as it is too hard for our volunteer to pull them out of the ditches by themselves. Thank you. We appreciate your continued support.

Trish Fundermann, Events Director

Clear Lake Area Chamber of Commerce



AGREEMENT BETWEEN CITY OF CLEAR LAKE AND CERRO GORDO COUNTY FOR
BRIDGE CONSTRUCTION

This Agreement is entered into on this _____ day of _____, 2025 by and between the City of Clear Lake, Iowa, and Cerro Gordo County.

The parties to this Agreement hereby agree as follows:

1. Cerro Gordo County will let bids for a project designated as BROS-1372(624)—85-17 hereafter referred to as the "Project". This project involves a replacement of the bridge on 275th St over Willow Creek, 1335 east of Grouse Ave.
2. Cerro Gordo County will be the administering and contracting authority for this Project. All rights of Cerro Gordo County under the construction contract within the City of Clear Lake right of way shall be to the benefit of the City of Clear Lake as if it were also the contracting authority, except for any penalty that may be assessed to the Contractor due to late performance of the contract work.
3. The office of the Cerro Gordo County Engineer shall be responsible for all office and field engineering services in connection with Project. The Project shall be constructed in accordance with the standards of the Iowa Department of Transportation. City of Clear Lake will be allowed to review plans and afforded the opportunity to observe ongoing construction.
4. Both entities agree to hold harmless the other, its governing body, and all of its officials and employees from any and all claims, demands, actions, and judgments for damages arising out of or in connection with the construction of the Project. And further agree to indemnify the other, its officials and employees for any resulting damages which are attributable to each entity that are assessed against the other or its officials and employees, and for any resulting costs which the entity or any of its officials or employees become liable to pay third parties, other than the amount due the Contractor under the construction contract.
5. Cerro Gordo County shall be responsible for procuring all permits and approvals that are necessary to construct this project. Cerro Gordo County will follow city regulations presented to them but will be exempted from obtaining individual permits and paying any fees for such items.
6. At the time construction of the project is completed, and upon written notice of completion by Cerro Gordo County, the City of Clear Lake shall conduct its own inspection and report any perceived problems to the Cerro Gordo County Engineer within ten (10) days of receiving notice via written letter by standard mail or email. The City of Clear Lake waives any claims of problems to the project not provided to the Cerro Gordo County Engineer thereafter.
7. Upon final acceptance of the Project, continuing maintenance on the bridge will follow the existing agreements and Codes of Iowa.
8. Any costs associated with the bridge that are not covered by the City Bridge Funding program shall be split 50/50 between Cerro Gordo County and the City of Clear Lake.
9. Cerro Gordo County will pay the Contractor for all work performed under this agreement.

10. Any ordered work, not approved by Cerro Gordo County, outside the limits of this agreement and project limits must be arranged for and paid by the City of Clear Lake or as designated by other written agreement.
11. The terms of this agreement shall be in perpetuity or until such time as the obligations contained in this Agreement are fully complied with.
12. Cerro Gordo County does not waive any right or remedy that may be available to recover money due under this agreement. Upon material breach of the terms of this Agreement by the City of Clear Lake, Cerro Gordo County may declare the entire balance to be immediately due, and after giving the City of Clear Lake reasonable notice and opportunity to cure the breach, Cerro Gordo County may initiate any action or procedure to protect its interests.
13. The Agreement shall be in effect until the work is complete and full payments are made and may be amended from time to time by written agreement of both parties.

City of Clear Lake



Mayor Date 3/3/25
Pro-Tem

I hereby certify that the above and foregoing agreement was duly and legally passed by the City Council of the City of Clear Lake, and properly included in the minutes of the meeting on the 3rd day of March, 2025



City Clerk Date 3/3/25

Cerro Gordo County

Chairman Board of Supervisors Date

I hereby certify that the above and foregoing agreement was duly and legally passed by the Board of Supervisors of Cerro Gordo County, Iowa, and properly included in the minutes of the meeting on the _____ day of _____, 2025.

Auditor 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. When the DEPARTMENT will pay initial project costs and credit those accounts from which initial costs were paid, 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 and Federal Authorization

- 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. The RECIPIENT must show federal aid funding activity to receive the programmed amount authorized for the project. If there is no funding activity for nine or more months after the previous funding activity, the remaining unused programmed amount will be de-obligated from the project and there will be no further federal aid reimbursement issued for the project. If the RECIPIENT knows in advance that funding activity will not occur for nine months or more, the DEPARTMENT's Contract Administrator needs to be notified to determine if programming or authorization of funds can be adjusted or other options can be explored.
- c. 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.
- d. 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

- 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. 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 DEPARTMENT'S [Policy for Accommodating Utilities on the County and City Non-Primary Federal-aid Road System](#) 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 and Adjustment of 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, 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. 3.710, 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 execution.

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. The RECIPIENT shall follow I.M. 6.020 Payment and Reimbursement Processes for requesting reimbursement.
- 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. 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.

January 2025

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

RECIPIENT: City of Clear Lake

Project No: BROS-1372(624)-8J-17

Iowa DOT Agreement No: 2-25-HBP-U-009

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the city of Clear Lake, Iowa (hereinafter referred to as the CITY) and Cerro Gordo County, Iowa (hereinafter referred to as the COUNTY) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). The CITY and COUNTY shall collectively be referred to as the RECIPIENT). 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 City Bridge Program. 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 Local Systems Instructional Memorandum 1.100, the DEPARTMENT agrees to provide City Bridge Program 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 COUNTY 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, Jenifer Bates, and the Local Systems Central Region Field Engineer, Brian Catus. The RECIPIENT's contact person shall be the City Engineer.
3. The COUNTY shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 106310
 - B. Location: 275TH over WILLOW CREEK
 - C. Preliminary Estimated Total Eligible Construction Costs: \$1,500,000.00
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the DEPARTMENT. Eligible project costs include only costs associated with actual construction costs within the eligible project construction limits.
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. The COUNTY shall receive reimbursement for costs of authorized and approved eligible construction project activities from City Bridge Program funds. The portion of the eligible construction project costs reimbursed by City Bridge Program funds shall be limited to a maximum of 100% of eligible costs or \$1,500,000, whichever is less. Reimbursed costs will be limited to funding made available for cities through the City Bridge Program

outlined in Local Systems Instructional Memorandum 1.100 in place at the time of this agreement being fully executed.

7. The COUNTY shall conduct project development and implementation in compliance with applicable laws, ordinances, and administrative rules. For projects which also include Farm-to-Market funds, the RECIPIENT shall follow all administrative and contracting procedures required for Farm-to-Market projects.
8. The COUNTY and/or CITY shall pay for all project costs not reimbursed with City Bridge Program funds in a manner as mutually agreed upon. The COUNTY and CITY shall also provide the DEPARTMENT with a copy of their cost sharing agreement.
9. The COUNTY shall let the project for bids through the DEPARTMENT.
10. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
11. It is the intent of both (all) parties that no third-party beneficiaries be created by this agreement.
12. 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.
13. The project shall be let to contract within 3 years of the date this agreement is signed by the DEPARTMENT. If not, the RECIPIENT may be in default, for which the DEPARTMENT may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the RECIPIENT at least 30 days prior to the 3-year deadline.
14. 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.

RESOLUTION 2025-

WHEREAS, the Board of Supervisors, hereafter referred to as “the Board”, believes the LFM-S66(241)—7X-17 hereafter referred to as “the project” is in the best interest of Cerro Gordo County, Iowa, and the residents thereof. The project is defined as HMA overlay; and

WHEREAS, the Board has sought appropriate professional guidance for the concept and planning for the project and followed the steps as required by the Code of Iowa for notifications, hearings, and bidding/letting; and

WHEREAS, The Board finds this resolution appropriate and necessary to protect, preserve, and improve the rights, privileges, property, peace, safety, health, welfare, comfort, and convenience of Cerro Gordo County and its citizens, all as provided for in and permitted by section 331.301 of the Code of Iowa; and

IT IS THEREFORE RESOLVED by Board to accept the bid from Heartland Asphalt, Inc.. the amount of **\$\$934,521.32** and awards the associated contract(s) to the same;

BE IT FURTHER RESOLVED that all other resolutions or parts of resolutions in conflict with this resolution are hereby repealed. If any part of this resolution is adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution or action of The Board as a whole or any part thereof not adjudged invalid or unconstitutional. This resolution shall be in full force and effect from and after the date of its approval as provided by law; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Cerro Gordo County, Iowa, that after receiving the necessary contract documents, including but not limited to, the contractor’s bond and certificate of insurance, Brandon Billings, the County Engineer for Cerro Gordo County, Iowa, be and is hereby designated, authorized, and empowered on behalf of the Board of Supervisors of said County to execute the contracts in connection with the afore awarded construction project let through the DOT for this county.

Dated at Cerro Gordo, Iowa, this 31 day of March, 2025.

Board of Supervisors of Cerro Gordo County, Iowa

ATTEST:

By _____
Deputy County Auditor

CONTRACT

CERRO GORDO County -- HMA RESURFACING

Project Number: LFM-S66(241)--7X-17

Letting Date: Monday, March 24, 2025

THIS AGREEMENT made and entered by and between CERRO GORDO County, Iowa, by its Board of Supervisors consisting of: Chris Watts (Chairperson), Carl Ginapp, Casey Callanan, Contracting Authority, and HEARTLAND ASPHALT, INC. of, MASON CITY, IA 50401-0000, Contractor.

WITNESSETH: That the contractor, for and in consideration of Nine Hundred Thirty Four Thousand Five Hundred Twenty One Dollars and Thirty Two Cents (\$934,521.32) 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 9/30/2024

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-S66(241)--7X-17 in CERRO GORDO 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
35	Late Start Date	9/1/2025	\$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 _____, 2025

CERRO GORDO County Iowa, Contracting Authority

Chairperson, County Board of Supervisors

Date

HEARTLAND ASPHALT, INC., Contractor

Signature

Federal ID

SCHEDULE OF PRICES -- CONTRACT

CERRO GORDO County, Iowa -- Project LFM-S66(241)--7X-17

Type of work : HMA RESURFACING

	Item Number	Description	Units	Quantity	Unit Price	Total
1.	2121-7425020	GRANULAR SHOULDERS, TYPE B	TON	4300.000	\$28.60	\$122,980.00
2.	2212-0475095	CLEANING AND PREPARATION OF BASE	MILE	4.0	\$585.00	\$2,340.00
3.	2214-5145150	PAVEMENT SCARIFICATION	SY	2574.000	\$6.65	\$17,117.10
4.	2303-0001000	HOT MIX ASPHALT MIXTURE, WEDGE, LEVELING OR STRENGTHENING COURSE	TON	15.000	\$200.00	\$3,000.00
5.	2303-1032500	HOT MIX ASPHALT STANDARD TRAFFIC, INTERMEDIATE COURSE, 1/2 IN. MIX	TON	4250.000	\$49.50	\$210,375.00
6.	2303-1033500	HOT MIX ASPHALT STANDARD TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQUIREMENT	TON	4250.000	\$49.70	\$211,225.00
7.	2303-1258283	ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC	TON	510.00	\$420.00	\$214,200.00
8.	2303-6911000	HOT MIX ASPHALT PAVEMENT SAMPLES	LS	1.00	\$1,260.00	\$1,260.00
9.	2303-7000610	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR HMA MIXTURE LABORATORY VOIDS (FORMULA - BY PAY FACTOR)	EACH	21250.000	\$1.00	\$21,250.00
10.	2303-7000620	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR HMA MIXTURE FIELD VOIDS (FORMULA - BY PAY FACTOR)	EACH	21250.000	\$1.00	\$21,250.00
11.	2303-9091010	RUMBLE STRIP PANEL (HMA SURFACE)	EACH	4	\$700.00	\$2,800.00
12.	2526-8285000	CONSTRUCTION SURVEY	LS	1.00	\$4,510.00	\$4,510.00
13.	2527-9263109	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	STA	333.51	\$22.00	\$7,337.22
14.	2528-8445110	TRAFFIC CONTROL	LS	1.00	\$35,960.00	\$35,960.00
15.	2528-8445113	FLAGGERS	EACH	50.000	\$10.00	\$500.00
16.	2528-8445115	PILOT CARS	EACH	50	\$10.00	\$500.00
17.	2529-5070110	PATCHES, FULL-DEPTH FINISH, BY AREA	SY	20.0	\$112.35	\$2,247.00
18.	2529-5070120	PATCHES, FULL-DEPTH FINISH, BY COUNT	EACH	1	\$920.00	\$920.00
19.	2533-4980005	MOBILIZATION	LS	1.00	\$54,750.00	\$54,750.00
Contract Total						\$934,521.32

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

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.

SCHEDULE OF PRICES -- PROPOSAL
Cerro Gordo County, Iowa -- Project LFM-S66(241)--7X-17

Type of work : HMA Resurfacing

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
Division 1					
1. 2121 - 7425020	GRANULAR SHOULDERS, TYPE B	TON	4300.00	\$ 28.60	\$ 122,980.00
2. 2212 - 0475095	CLEANING AND PREPARATION OF BASE	MILE	4.00	\$ 585.00	\$ 2,340.00
3. 2214 - 5145150	PAVEMENT SCARIFICATION	SY	2574.00	\$ 6.65	\$ 17,117.10
4. 2303 - 0001000	HOT MIX ASPHALT MIXTURE, WEDGE, LEVELING OR STRENGTHENING COURSE	TON	15.00	\$ 200.00	\$ 3,000.00
5. 2303 - 1032500	HOT MIX ASPHALT STANDARD TRAFFIC, INTERMEDIATE COURSE, 1/2 IN. MIX	TON	4250.000	\$ 49.50	\$ 210,375.00
6. 2303 - 1033500	HOT MIX ASPHALT STANDARD TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQUIREMENT	TON	4250.000	\$ 49.70	\$ 211,225.00
7. 2303 - 1258283	ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC	TON	510.00	\$ 420.00	\$ 214,200.00
8. 2303 - 6911000	HOT MIX ASPHALT PAVEMENT SAMPLES	LS	1.00	\$ 1,260.00	\$ 1,260.00
9. 2303 - 7000610	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR HMA MIXTURE LABORATORY VOIDS (FORMULA - BY PAY FACTOR)	EACH	1.000	\$ 21,250.00	\$ 21,250.00
10. 2303 - 7000620	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR HMA MIXTURE FIELD VOIDS (FORMULA - BY PAY FACTOR)	EACH	1.000	\$ 21,250.00	\$ 21,250.00
11. 2303 - 9091010	RUMBLE STRIP PANEL (HMA SURFACE)	EACH	4	\$ 700.00	\$ 2,800.00
12. 2526 - 8285000	CONSTRUCTION SURVEY	LS	1.00	\$ 4,510.00	\$ 4,510.00
13. 2527 - 9263109	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	STA	333.51	\$ 22.00	\$ 7,337.22
14. 2528 - 8445110	TRAFFIC CONTROL	LS	1.00	\$ 35,960.00	\$ 35,960.00
15. 2528 - 8445113	FLAGGERS	EACH	50.00	\$ 10.00	\$ 500.00
16. 2528 - 8445115	PILOT CARS	EACH	50	\$ 10.00	\$ 500.00
17. 2529 - 5070110	PATCHES, FULL-DEPTH FINISH, BY AREA	SY	20.0	\$ 112.35	\$ 2,247.00
18. 2529 - 5070120	PATCHES, FULL-DEPTH FINISH, BY COUNT	EACH	1	\$ 920.00	\$ 920.00
19. 2533 - 4980005	MOBILIZATION	LS	1.00	\$ 54,750.00	\$ 54,750.00
				Total Bid	\$ 934,521.32

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 2023, AND CURRENT SUPPLEMENTAL SPECIFICATIONS SHALL APPLY.

BIDDING PROPOSAL FOR CERRO GORDO COUNTY

Project Number: LFM-S66(241)--7X-17

Type of Work: HMA RESURFACING

System: Local

Miles: 4.200

Location and Description : S66: NW COR S10-94N-19W TO NW COR S22-94N-19W

HMA Resurfacing of Vine Ave from 150th St to 190th St

Proposal of: Heartland Asphalt, Inc.
Name of Bidder
2601 S. Federal Ave
Street Address
Mason City IA 50401
City State Zip Code
42-1367534
Federal Tax I.D. Number
641-424-1733 cjessen@heartlandasphalt.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
35	Late Start Date	9/1/2025	\$1,000.00

Proposal Guaranty: \$62,500.00

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.

Frank Kelly, Vice President 3/24/25
Signature Date

Signature Date

Date of Letting: Monday, March 24, 2025, 10:05 AM, County Boardroom, Mason City, Iowa



BID BOND

SOLICITATION NUMBER: _____

KNOW ALL PERSONS BY THESE PRESENTS: That we, Heartland Asphalt, Inc. (Company Name)

of Mason City, Iowa (City,State)

as principal, and the Merchants Bonding Company (Mutual) (Surety)

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

as Surety, are held and firmly bound unto the Iowa Department of Transportation and to the State of Iowa, or Municipality as defined in Iowa Code, Section 73A.1 as applicable, hereinafter defined as Obligee, to the percent of the submitted lump sum price shown in the solicitation documents of the specified project, by which payment by said principal and surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the principal is herewith submitting his/her or its sealed solicitation for:

County Cerro Gordo

Type of Work HMA Resurfacing, Project Number: LFM-S66(241)--7X-17; Cerro Gordo County, IA

Solicitation Due Date March 24, 2025

NOW THEREFORE, if the said solicitation or proposal submitted by said principal be accepted, and the principal be awarded a contract with the Obligee in accordance with the terms of such solicitation, and give such bond as may be specified in the solicitation or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall become null and void or in the event of the failure of the principal to enter such contract and give such bond, the principal shall pay to the Obligee the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

IN WITNESS WHEREOF, the principal and surety have caused these presents to be signed this 24th day of February, 2025

Heartland Asphalt, Inc.
Principal
(Company Name)

By Frank Kelly, V.P.
Authorized Signature

2601 South Federal Avenue
Mason City, IA 50401
Address

Merchants Bonding Company (Mutual)
Surety

By Kate Zanders
Authorized Surety Representative
Kate Zanders, Attorney-in-Fact



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,

Alissa Cahalan; Anne Crowner; Ashlea McCaughey; Austin Muehlschlegel; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Colby D White; Craig E Hansen; D Gregory Stilts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Dickinson; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jennifer Marino; Jessie Allen; Joe Tiernan; John Cord; Joseph Cardinal; Joshua R Loffis; Kate Zanders; Keeton Welch; Kristine M Becks; Mark R DeWitt; Mark Sweigart; Mary Ashley Allen; Melinda C Blodgett; Michelle Morrison; Michelle R Gruls; Nathan Weaver; Nicole Stillings; R C Bowman; Rachel Thomas; Sandra M Engstrum; Sara Huston; Sarah C Brown; Seth D Rooker; Taylor Fogle; Ted Jorgensen; Tim McCulloh; Todd Bengford

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.

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 April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"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 1st day of November, 2024.

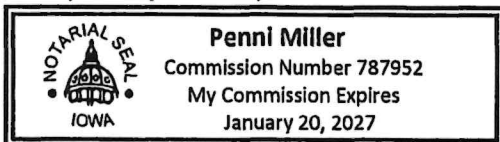



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 1st day of November 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.




Notary Public

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

I, Elisabeth Sandersfeld, 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 24th day of February, 2025.




Secretary