



MARION COUNTY encourages all citizens of the county to attend Board of Supervisors' meetings. Board of Supervisors' chambers are handicapped accessible and county staff members are available to provide assistance. If you are hearing impaired, vision impaired, or a person with limited English proficiency and require an interpreter or reader, please contact us by noon on the business day prior to scheduled meetings to arrange for assistance (641 828-2231). TTY telephone service is available for the hearing impaired through Relay Iowa (800-735-2942).

For questions about ADA compliance or related issues, contact Marion County Facilities Director Chris Nesteby (641-828-2244 or 641-891-5922).



The following information is available for participating in the meeting electronically.

If you wish to participate see instruction below:

- All participants will be muted upon entering the meeting
- Participants are asked to use the chat feature to let the meeting controller know that they would like to address the Board, either during the open comments segment or if attending the meeting to address the Board for a specific agenda item.

Marion County Supervisors is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us06web.zoom.us/j/89023697588?pwd=kEXlqHASb7ICsz6WCIEasYa7GyVQpg.1>

Meeting ID: 890 2369 7588

Passcode: 362061



MARION COUNTY BOARD OF SUPERVISORS REGULAR AGENDA

North Annex

2003 N Lincoln St, Knoxville, Iowa

March 10, 2026, 9:00 A.M.



I. CALL TO ORDER, PLEDGE OF ALLEGIANCE AND
ROLL CALL

Steve McCombs _____

Kisha Jahner _____

Jim Mueller _____



II. AGENDA

1. March 10, 2026 - Regular Session Agenda



III. COMMUNICATION



IV. PUBLIC COMMENTS:

This is the portion of our agenda during which we hear any public comment about any item NOT on the agenda below. If you are here to be heard on an agenda item, please wait for that item's discussion portion of the agenda to make your comment about the item. Thank you.



V. CONSENT AGENDA:

All items listed under the consent agenda will be enacted by one motion.

1. Marion County Claims through 3/10/2026
2. Marion County Board of Supervisor Regular Minutes: 2/24/26
3. Marion County Board of Supervisor Special Session Minutes: 2/17/26, 2/18/26, 2/19,26
4. Marion County Employee Annual Salary Adjustments. Complete list available in the Human Resource Office:



1. Impact Community Action Partnership

- Activity Update



February 25, 2025

Marion County Board of Supervisors
214 East Main Street
Knoxville, IA 50138



Dear Marion County Board of Supervisors,

Greetings from IMPACT Community Action Partnership! Thank you for your continued support of IMPACT's work in Marion County. We especially thank Supervisor Jim Mueller for his dedicated service on IMPACT's board of directors. His insights and leadership are key to our shared mission of serving Jasper County.

Some of our efforts to reach more Marion County residents this year include:

- Continuing home visits as an additional way families can request to access our services.
- Continuing pop-up events at partner organizations.
- We continually seek additional funding sources to support our housing support programs.

We are requesting Marion County's Supervisors support our work in the community in the following ways:

- Refer community members to us who can benefit from our services.
- Inform us of community needs you are hearing about from residents.
- Help us build connections with community groups, organizations, and businesses.

Thank you for your consideration. If you have questions, please feel free to reach out to my colleague, Brandon Pollard, our Grant & Donor Management Coordinator, by emailing bpollard@impactcap.org or by calling his direct phone line at 515-274-1343.

Sincerely,

A handwritten signature in black ink, appearing to read "Anne Bacon".

Anne Bacon, CEO



Marion County

Residents Served Report

Fiscal Year 2025 (October 1, 2024 – September 30, 2025)

All counts below are unduplicated counts broken down by essential needs category. This means that if a family or individual received more than one service in the same category (for example, visiting a food pantry more than once in the year) they will only be counted once.



Housing

17 Families
35 Individuals
14 Children (<18)
2 Seniors (65+)



Energy

567 Families
1,239 Individuals
452 Children (<18)
218 Seniors (65+)



Water

4 Families
14 Individuals
7 Children (<18)
0 Seniors (65+)



Food

6 Families
17 Individuals
6 Children (<18)
1 Seniors (65+)



Other Needs

25 Families
58 Individuals
31 Children (<18)
4 Seniors (65+)

Poverty Data Report

Below are a few key poverty data points for Marion County. Please reach out to IMPACT for more information about poverty in our community.

\$49,357

Cost of Essential Needs* for a Family with One Adult and Two Children

5,628 (16.77%)

Marion County Residents in Households with an Income Below 185% FPL

76%

of US Adults Will Experience At Least One Year of their Adult Life with an Income < 150% FPL

\$26,650

Federal Poverty Level (100% FPL) for a Family of Three

1,706 (21.75%)

Marion County Children in Households with an Income Below 200% FPL

37.57%

Marion County Renting Residents are Housing Cost Burdened (spend more than 30% household income on rent)

*Essential needs are defined as housing, utilities, food, health care, childcare, clothing, household essentials (e.g. cleaning supplies), and transportation.



Marion County Financial Data Attachment

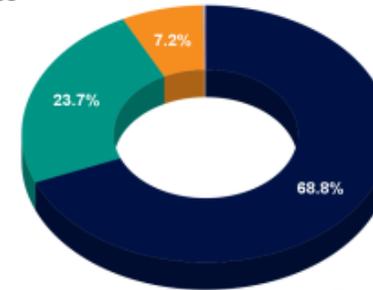
Fiscal Year 2025 (October 2024 - September 2025)

Direct Assistance	Description	Amount
Energy Assistance	LIHEAP & Emergency (service continuity, low/empty propane, furnace repair/replace, etc)	\$301,051.26
Weatherization	Homes made more energy efficient and safer	\$103,811.37
Housing Assistance	Homelessness Prevention Program (HPP), Tenant Based Rent Assistance (TBRA), etc	\$31,500.59
Water Assistance	Water utility service continuity and reconnect	\$765.39
Other Essential Needs	Includes: food cards, Knoxville Rec Pass, disaster assistance and others	\$265.00
<i>*does not include in kind</i>		Total
		\$437,393.61

Direct Assistance

Marion County FY25

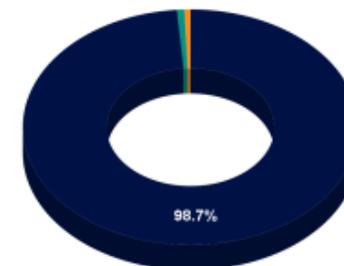
- Energy
- Weatherization
- Housing Assistance
- Water Assistance
- Other Essential Needs



Total Investment

Marion County FY25

- Direct Assistance
- Direct Salary & Benefits
- Other Operating Costs



Total Investment	Amount
Direct Assistance (from above)	\$437,393.61
Direct Salary & Benefits	\$3,117.90
Other Operating Costs	\$2,665.05
Total	\$443,176.56

2. Home Base Iowa

- Incentive Package



3. Marion County Special Event Application

- Knoxville Farmers Market - 2026



Jake Grandia

From: Marion County Website <no-reply@marioncountyiowa.gov>
Sent: Tuesday, February 24, 2026 5:15 PM
To: Dani Graves; Jake Grandia
Subject: Marion County - Special Event Permit Application

Marion County - Special Event Permit Application

1. Sponsor

Sponsor: Knoxville Farmers Market
Address: Kelsey- 1814 Madelyn Dr
City/State/Zip: Knoxville, IA 50138
Phone: 6418916826

2. Event Type

Event Type: Farmers Market

3. Event Contact Person(s)

Event Contact Person(s): Kelsey Abell
Phone: 6418916826
Address: 1814 Madelyn Dr
City/State/Zip: Knoxville, IA 50138
Email: knoxvillefarmersmarket@gmail.com

On-Site Contact Person(s)

On-Site Contact Person(s): Kelsey Abell
Phone: 6418916826

5. Event Location

Event Location: Around the Courthouse in parking spaces

6. Event Date

Event Date: 5-23-2026
Event Start Time: 08:00:00
Event End Time: 12:00:00
Event Time Notes: May 23rd- Sept 26th

7. Set Up Time

Set Up Time: 07:00:00
Take Down Time: 12:30:00

8. Rain Date

Rain Date: n/a

9. Restrooms

Restrooms: Number of Toilets Being Provided: 0

Location(s) of Toilets: Coffee Connection and Lucky Buffet have agreed we can send people there

Use of Courthouse Restrooms Requested: No

10. Utilities to be Used

Utilities To Be Used (List Equipment Types): Some of the singers use the electrical on the light pole on the west side

10a. Electrical Source: Light pole next to the cement pad on the west side

10b. Water Source: n/a

11. Security

Security: we get a city application for Knoxville police and fire

12. Site Plan

Site Plan Attached:

https://www.marioncountyiowa.gov/calendar/application/special_event_permit/knoxville_farmers_market_157131.pdf

13. Indemnity Agreement

Indemnity Agreement Signed and Attached:

https://www.marioncountyiowa.gov/calendar/application/special_event_permit/knoxville_farmers_market_280086.pdf

14. Insurance Certificate

No insurance certificate was attached.

15. Damage Deposit

Damage Deposit Status: Request Waiver

Electronic Signature

Signature: Kelsey Lee Abell

Date: 2026-02-24

INDEMNITY AGREEMENT

In consideration for the granting of permission by the County of Marion, Iowa to the undersigned for the use of the following described property:

For the following purpose only:

On the following date(s):

The undersigned agrees to defend, indemnify and hold harmless the County of Marion, its agents, officers and employees, from and against any and all claims for injury or damages to persons or property arising out of or caused by the use of such property.

The undersigned further agrees upon receipt of notice from the County of Marion to defend at its own expense the County of Marion, its agents, officers and employees from any action or proceeding against the County of Marion, its agents, officers or employees arising out of or caused by the use of such property. The undersigned agrees that a judgment obtained in any such action or proceeding shall be conclusive in any action by the County, its agents, officers or employees against the undersigned, when so notified as to the undersigned's cause of the injury or damage, as to the liability of the County, its agents, officers and employees to the plaintiff in the first named action, and as to the amount of the damage or injury. The County of Marion, its agents, officers and employees may maintain an action against the undersigned to recover the amount of the judgment together with all the expenses incurred by the County, its agents, officers and employees in the action.

I HAVE READ THIS INDEMNITY AGREEMENT, I UNDERSTAND THE EFFECT OF THIS INDEMNITY AGREEMENT, I AM AUTHORIZED TO SIGN THIS INDEMNITY AGREEMENT, AND I AM SIGNING THIS INDEMNITY AGREEMENT VOLUNTARILY.

Dated this ²⁴ day of ^{Kelsey Abell}, 20²⁶.

Organization: Knoxville Farmers Market

By: Kelsey Abell

Title: Farmers Market Manager

1 None

2

3

4 **Filament Fiddles**
Henry Drost
3d Printed Puzzles dragon
figurat and other items

5 **Stigleman Farm/The
Lazy Antelope**
**Betty Stigleman & Lisa
Wertz**
Historical Sourdough starters
from around the world

6 **Sticks and Stones**
William Spencer
Jewelry, incense, resin
craft

7 **Fruitful Harvest Family
Farm**
Mark Chapman
Fresh produce, flowers,

8 **The Abell Baker-**
Kelsey Abell
Baked goods- breads, bagels,
scones, muffins, cookies and diet

9 **Metal Pushers &
Tastefully Simple**
Tom and Lori Bailey

10 **Chile Pepper Farms**
Erica Martinez
Chile pepper products and
produce

11 **Lazy Jersey Acres**
Donna Hansel
Baked goods, crafty items and
maybe some vegetables if I
plant them if apples are on

12 **Pawz-tively Spoiled -**
Wendy Allen
Pet treats

13 **Healthy Garden**
Judy Kinney
quick breads and

14 **Paparazzi Accessories**
Andrea Price

15 **PaperPie Books**
Sandy Richardson

16 **Marsh's Garden**
**Denay Marsh (Farmers
Market Manager)**

NOT HERE

Holiday Acres LLC - not here the 25th

Freedom for Youth - First week June 1st, last sat July 27th, not here June 8, July 6

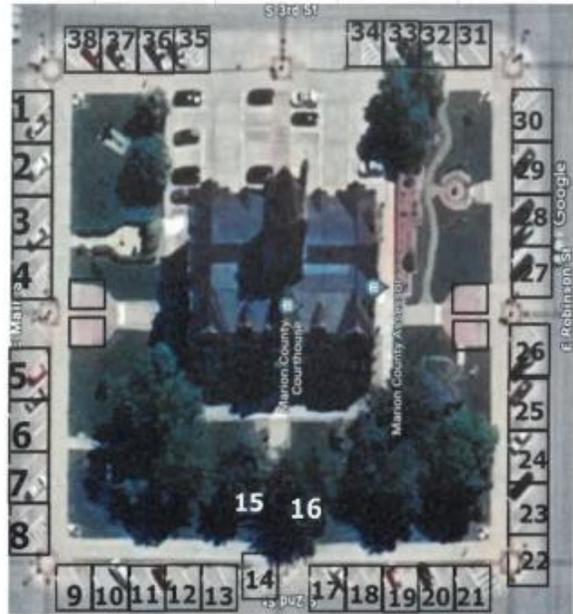
Sourdough Etc. ONLY attending May 18, June 15, July 20, Sept 21

Sapphire +Oak - Will let me know when coming.

Blessed Mama Custom Gifts - will let me know when coming.

Adams Woodworking - not here the 25th, done for the season.

Emi Jean's Boutique - didn't show 5.25.24



Caption

17 **Kathy's Produce
Garden**
Kathy Dolan
Produce, Jam, Bake
goods, crafts, popcorn.

18 **Icy's Crystals**
Christina Eakes
Crystals, bracelets,
necklaces, decorative broom.

19 **Sweet Red Farm**
**Aubrey & Roberto
Hernandez**
Egg, honey, hand crafted
items, baked goods, fresh

20 **Scentsy by Gretchen**
Gretchen Spaker
(Farmers Market
Treasurer)

21 **Art101 -**
Cheyenne Mathias
Art and Crafts
(paintings, pottery, 3d

22 **Celeste's Crafty
Corner Celeste
Hudspeth**

23 **Millers Market**
Bill Miller
Eggs, potatoes, tomatoes and
other vegetables, salsa and

24 **Seelye Handcrafted
Pottery**
Caleb & Megan Seelye

25 **Light of Mine Designs**
Missy Gocke
new and recycled metal
art

26 **Light of Mine Designs**
Missy Gocke
new and recycled metal
art

27

28

29

30

4. Public Hearing:

A Public Hearing regarding proposed disposition by Marion County via Quit Claim Deed to the City of Knoxville, IA Parcel K of the former VA property legally described as: “Parcel K of SW ¼ of Sec. 1, Township 75 North, Range 20 West of the 5th P.M. according to the Plat of Survey recorded in Book 2025, Page 5314 of the Marion County Recorder’s Office.”



NOTICE OF INTENT TO TRANSFER COUNTY PROPERTY

Marion County is seeking to transfer by Quit Claim Deed to the City of Knoxville, IA Parcel K of the former VA property legally described as:

“Parcel K of SW ¼ of Sec. 1, Township 75 North, Range 20 West of the 5th P.M. according to the Plat of Survey recorded in Book 2025, Page 5314 of the Marion County Recorder’s Office.”

The County will be taking action on the above proposed transfer at the regularly scheduled Marion County Board of Supervisors meeting on March 10, 2026, at 9:00 a.m. held at 2003 N. Lincoln St., Knoxville, IA 50138.

Jake Grandia
Marion County Auditor



5. Resolution 2026-38:

Marion County Resolution Making Final Determination
Regarding the Disposal of Real Property



Prepared by: Ross Gibson, Assistant Marion County Attorney
214 E. Main, Knoxville, Iowa 50138 (641) 828-2223

**MARION COUNTY RESOLUTION 2026-38 MAKING FINAL
DETERMINATION REGARDING THE DISPOSAL OF REAL PROPERTY**

This Resolution is made with respect to the following described real property:

DESCRIPTION:

Parcel K of SW ¼ of Sec. 1, Township 75 North, Range 20 West of the 5th P.M.
according to the Plat of Survey recorded in Book 2025, Page 5314 of the Marion County
Recorder's Office.

WHEREAS:

1. Notice of the County's intent to transfer the above-described property was published in the Marion County Express as required by Iowa Code.
2. Public hearing was held before the Marion County Board of Supervisors on March 10, 2026 regarding disposition of the above mentioned property.
3. Pursuant to Iowa Code Section 331.361, the Board makes a finding that disposition of the above-described property promotes a public interest to support the development of the property and surrounding areas.
4. The County now desires to transfer by quitclaim deed the above-described property to the City of Knoxville, Iowa, for \$1 dollar consideration.

NOW, BE IT RESOLVED by the Marion County Board of Supervisors:

Approve transfer of the following property to the City of Knoxville, Iowa:

Parcel K of SW ¼ of Sec. 1, Township 75 North, Range 20 West of the 5th P.M.
according to the Plat of Survey recorded in Book 2025, Page 5314 of the Marion County
Recorder's Office.

The foregoing is deemed an appropriate and lawful exercise of power that preserves the rights, privileges, and property of the county in furtherance of improving the peace, safety, health, welfare, comfort, and convenience of its residents.

Adopted this _____ day of March 2026.

Marion County Board of Supervisors

Kisha Jahner, chair

Attest:

Steve McCombs

Jake Grandia
Marion County Auditor

Jim Mueller

6. Resolution 2026-35:

Appoint Hinders, Updegraff & Franklin PLC as Marion County's Employment and Labor Counsel



On RESOLUTION NO. 2026-35

**APPOINT HINDERS, UPDEGRAFF & FRANKLIN PLC
AS MARION COUNTY'S EMPLOYMENT AND LABOR COUNSEL**

WHEREAS, the Board of Supervisors has determined that specialized legal services are necessary to advise the County on employment and labor law matters; and

WHEREAS, such services include, but are not limited to, advice regarding personnel policies, collective bargaining, employee discipline, workplace investigations, compliance with federal and state employment laws, and representation in employment-related proceedings; and

WHEREAS, the firm charges \$240.00 per hour for attorneys Brent L. Hinders and Eric Updegraff, and

WHEREAS, the Board of Supervisors finds that appointing qualified employment and labor counsel is in the best interests of the County;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Marion County, Iowa, appoint the law offices of Hinders, Updegraff & Franklin PLC, the County's employment and labor counsel effective immediately.

Passed and approved this 10th day of March, 2026

Chairperson, BOARD OF SUPERVISORS

ATTEST: _____
COUNTY AUDITOR

(SEAL)

7. Resolution 2026-37:

Appoint Hinders, Updegraff & Franklin PLC as Marion County's Planning and Zoning Counsel



RESOLUTION NO. 2026-37

**APPOINT HINDERS, UPDEGRAFF & FRANKLIN PLC
AS MARION COUNTY'S PLANNING AND ZONING COUNSEL**

WHEREAS, the Board of Supervisors has determined that outside specialized legal services may be required to advise the County on specific zoning and land use issues as needed; and

WHEREAS, such services include, but are not limited to, zoning and land use matters; and

WHEREAS, the Board of Supervisors finds it may be necessary to obtain outside counsel for zoning and land use matter on an as needed basis when in the best interest of the County;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Marion County, Iowa, appoint the law offices of Hinders, Updegraff & Franklin PLC, the County's planning and zoning outside counsel as needed effective immediately.

Passed and approved this 10th day of March, 2026

Chairperson, BOARD OF SUPERVISORS

ATTEST: _____
COUNTY AUDITOR

(SEAL)

8. Resolution 2026-32:

Award of Contract for M-SEAL-26-13 HMA Crack Seal for G71 and T23



RESOLUTION NO. 2026-32

WHEREAS; on February 25, 2026, Marion County received bids for project M-SEAL-26-13 for HMA Crack Sealing on Marion County roads G71 and T23 and;

WHEREAS; Asphalt Surface Technologies Corporation AKA ASTECH Corp. from Saint Cloud, MN submitted the lowest responsible bid and;

WHEREAS; the low bid of \$84,579.00 is acceptable to Marion County;

NOW THEREFORE, BE IT RESOLVED; that Marion County approves the award of a construction contract and bonds for project M-SEAL-26-13 with; Asphalt Surface Technologies Corporation AKA ASTECH Corp. from Saint Cloud, MN in the amount of \$84,579.00 for HMA Crack Sealing on roads G71 and T23 in Marion County, IA.

Adopted this _____ day of March 2026

Kisha Jahner
Marion County Board Chair

Attest:

Jake Grandia
Auditor

MARION

MARION County -- HMA CRACK AND JOINT CLEANING AND SEALING

Project Number: M-SEAL-26-13

Letting Date: Wednesday, February 25, 2026

THIS AGREEMENT made and entered by and between MARION County, Iowa, by its Board of Supervisors consisting of: Kisha Jahner (Chairperson), Jim Mueller, Steve McCombs, Contracting Authority, and ASPHALT SURFACE TECHNOLOGIES CORPORATION A/K/A ASTECH CORP. of, SAINT CLOUD, MN 56302, Contractor.

WITNESSETH: That the Contractor, for and in consideration of Eighty Four Thousand Five Hundred Seventy Nine Dollars and No Cents (\$84,579.00) 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

That in consideration of the foregoing, Marion County 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. M-SEAL-26-13 in MARION 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
N/A	Completion Date	7/15/2026	\$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 _____, 2026

MARION County Iowa, Contracting Authority

Chairperson, County Board of Supervisors

Date

ASPHALT SURFACE TECHNOLOGIES CORPORATION A/K/A ASTECH CORP., Contractor

Signature

Federal ID

SCHEDULE OF PRICES -- CONTRACT

MARION County, Iowa -- Project M-SEAL-26-13

Type of work : HMA CRACK AND JOINT CLEANING AND SEALING

Item Number	Description	Units	Quantity	Unit Price	Total
1. 2528-8445110	TRAFFIC CONTROL	LS	1.00	\$2,500.00	\$2,500.00
2. 2528-8445113	FLAGGERS	EACH	20.000	\$1.00	\$20.00
3. 2528-8445115	PILOT CARS	EACH	9	\$1.00	\$9.00
4. 2533-4980005	MOBILIZATION	LS	1.00	\$9,500.00	\$9,500.00
5. 2541-1004011	CRACK AND JOINT CLEANING AND SEALING (HMA SURFACES)	MILE	8.5	\$100.00	\$850.00
6. 2541-1005001	SEALER MATERIAL (HMA SURFACES)	LB	28680	\$2.50	\$71,700.00
Contract Total					\$84,579.00

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.

9. Resolution 2026-31:

Award of Contract for M-Paint-27-1 Centerline
Pavement Marking Project



RESOLUTION NO. 2026-31

WHEREAS; on February 25, 2026, Marion County received bids for project M-PAINT-27-1 for Centerline Pavement Markings on various Marion County roads and;

WHEREAS; Vogel Traffic Services from Orange City, IA submitted the lowest responsible bid and;

WHEREAS; the low bid of \$67,466.89 is acceptable to Marion County;

NOW THEREFORE, BE IT RESOLVED; that Marion County approves the award of a construction contract and bonds for project M-PAINT-27-1 with; Vogel Traffic Services from Orange City, IA in the amount of \$67,466.89 for Centerline Pavement Markings on various routes in Marion County, IA.

Adopted this _____ day of March 2026

Kisha Jahner
Marion County Board Chair

Attest:

Jake Grandia
Auditor

MARION

MARION County -- Painted Pavement Marking

Project Number: M-PAINT-27-1

Letting Date: Wednesday, February 25, 2026

THIS AGREEMENT made and entered by and between MARION County, Iowa, by its Board of Supervisors consisting of: Kisha Jahner (Chairperson), Jim Mueller, Steve McCombs, Contracting Authority, and Vogel Traffic Services of, Orange City, IA 51041, Contractor.

WITNESSETH: That the Contractor, for and in consideration of Sixty Seven Thousand Four Hundred Sixty Six Dollars and Eighty Nine Cents (\$67,466.89) 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

That in consideration of the foregoing, Marion County 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. M-PAINT-27-1 in MARION 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 completed between July 15, 2026 and October 16, 2026. Liquidated Damages of \$1000.00 per day after October 16, 2026.

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 _____, 2026

MARION County Iowa, Contracting Authority

Chairperson, County Board of Supervisors Date

Vogel Traffic Services, Contractor

Signature Federal ID

SCHEDULE OF PRICES -- CONTRACT

MARION County, Iowa -- Project M-PAINT-27-1

Type of work : Painted Pavement Marking

	Item Number	Description	Units	Quantity	Unit Price	Total
1.	2527-9263209	PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED	STA	4675.010	\$13.97	\$65,309.89
2.	2528-8445110	TRAFFIC CONTROL	LS	1.00	\$2,150.00	\$2,150.00
3.	2528-8445113	FLAGGERS	EACH	6.000	\$1.00	\$6.00
4.	2533-4980005	MOBILIZATION	LS	1.00	\$1.00	\$1.00
Contract Total						\$67,466.89

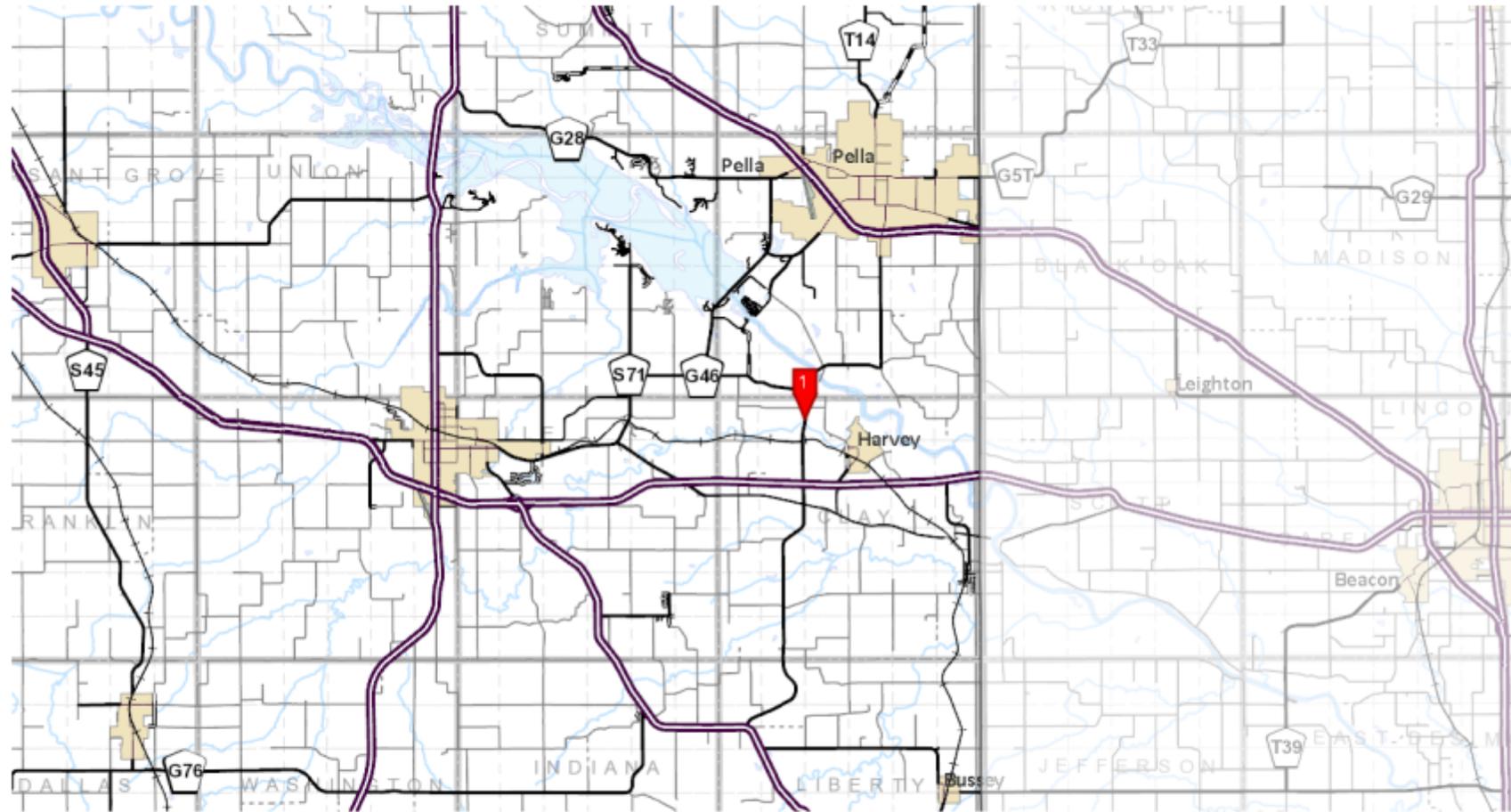
STANDARD SPECIFICATIONS OF THE IDOT, SERIES 2023, AND CURRENT SUPPLEMENTAL SPECIFICATIONS SHALL APPLY.

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.

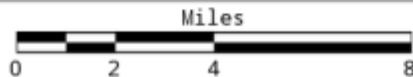
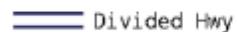
10. Resolution 2026-34:

Professional Services Agreement for T17 Bridge Deck
Overlay





Feature Key





PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between Marion County hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as **T17 over English Creek Bridge Repair.**

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions.

Scope of Services

WHKS shall perform the following described services for the Client:

Design phase engineering services as described on the attached Scope of Services included in Exhibit A.

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Billed Hourly with a Not-to-Exceed Fee of \$41,600 including Expenses. External expenses include an administrative charge of 10 percent.

Executed this _____ day of _____, 2026

Marion County

By: _____
Printed Name: _____
Title: _____

WHKS & co.

By: Derek J Thomas
Printed Name: Derek J. Thomas, P.E.
Title: Vice President

RESOLUTION NO. 2026-34

WHEREAS, Marion County has a bridge on Co. Rd. T17 between Hwy 92 and the G46, bridge number 58040155 (NBIS 239611) over English Creek and;

WHEREAS, this bridge is of an age and condition that it is in need of repair of the bridge deck and approaches and;

WHEREAS, design of the bridge rehabilitation project shall be completed by WHKS & Co. as presented in the Professional Services Agreement and;

NOW THEREFORE, BE IT RESOLVED the Board of Supervisors authorizes the County Engineer to execute and administer a contract with WHKS & Co. to perform the Consulting engineering services as defined in the attached Professional Services Agreement and associated scope

Adopted this _____ day of March 2026

Kisha Jahner
Marion County Board Chair

Attest:

Jake Grandia
Auditor

11. Resolution 2026-33:

Marion County Junction 92 Maintenance Facility
Change Order #11



RESOLUTION NO. 2026-33

WHEREAS: on November 28, 2023, Marion County received bids for the Marion County Maintenance Facility (the "Project") described as the main shop at the Road Department's Junction 92 Facility; and;

WHEREAS: Breiholz Construction Co. has been presented the change order Calhoun Burns & Associates and FRK Architects-Engineers, P.C. worked with Marion County on to propose the changes following the issues that have arose;

WHEREAS: Marion County reviewed and accepted the Proposal Requests #22;

WHEREAS: the requests result in a net increase of \$446.25 to the contract amount;

NOW THEREFORE, BE IT RESOLVED: that Marion County approves Change Order No. 11 of \$466.25 for the Project with; Breiholz Construction resulting in a change in the contract sum from \$5,590,448.96 for the construction of a new Road Department shop in Marion County, IA, to \$5,590,895.21.

Adopted this _____ day of March 2026

Kisha Jahner
Marion County Board Chair

Attest:

Jake Grandia
Auditor



AIA Document G701® – 2017

Change Order

PROJECT: (Name and address) #1075 Marion County Maintenance Facility Knoxville, IA	CONTRACT INFORMATION: Contract For: General Construction including Electrical and Mechanical Date: December 12, 2023	CHANGE ORDER INFORMATION: Change Order Number: 11 Date: February 24, 2026
OWNER: (Name and address) Marion County 214 East Main St. Knoxville, IA 50138	ARCHITECT: (Name and address) Frevet-Ramsay-Kobes Architects-Engineers, P.C. 555 17th Street, Suite 201 Des Moines, IA 50309	CONTRACTOR: (Name and address) Breiholz Construction Company 1527 Maine St. Des Moines, Iowa 50314

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

- Per RFI #44 and CR #22, provide power to the eyewash station in the add amount of

ADD \$446.25
TOTAL ADD \$446.25

CHARGE TO THE CONTRACT

The original Contract Sum was	\$ 5,837,000.00
The net change by previously authorized Change Orders	\$ -246,551.04
The Contract Sum prior to this Change Order was	\$ 5,590,448.96
The Contract Sum will be increased by this Change Order in the amount of	\$ 446.25
The new Contract Sum including this Change Order will be	\$ 5,590,895.21
The Contract Time will be unchanged by Zero (0) days.	
The new date of Substantial Completion will be unchanged.	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Frevet-Ramsay-Kobes Architects-Engineers, P.C.	Breiholz Construction Company	Marion County
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
SIGNATURE	SIGNATURE	SIGNATURE
Rachelle J. Hines, AIA	Mitch Zeman V.P.	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
2.24.2026	3/2/26	
DATE	DATE	DATE



CHANGE REQUEST

Request Nbr.	23072-022
Request Date	16-Feb-2026
Customer ID	0841
Currency	USD
Project Nbr.	23-072
Contract Time Change, Days	
Description	Power to eye wash station

Breiholz Construction
1527 Maine St
Des Moines, IA, 50314
Phone: 515-288-6077
Web: www.breiholz.com

ESTIMATION

NO.	PROJECT TASK	DESCRIPTION	QTY	UOM	LINE AMT
1	Electrical	Power to eye wash station per RFI 44	1.00	LS	425.00

MARKUPS

Overhead & Profit - 5%	21.25
Approved Amount of Change (USD):	446.25

CONTRACTOR

Breiholz Construction
1527 Maine St
Des Moines, IA, 50314
Phone: 515-288-6077
Web: www.breiholz.com

16-Feb-2026

(signature)

OWNER

Marion County
214 East Main Street
Knoxville, IA, 50138

16-Feb-2026

(signature)

12. Resolution 2026-30:

Marion County Junction 92 Maintenance Facility
Substantial Completion Certification



RESOLUTION NO. 2026-30

WHEREAS: on November 28, 2023, Marion County received bids for the Marion County Maintenance Facility (the "Project") described as the main shop at the Road Department's Junction 92 Facility; and;

WHEREAS: Breiholz Construction of Des Moines, Iowa submitted the lowest responsible bid and ~~and~~ subsequently were awarded the contract with Marion County;

WHEREAS: the Project has progressed to a point Marion County staff, the Architect, and Contractor agree that substantial completion was obtained per the contract documents on February 20, 2026; and;

NOW THEREFORE, BE IT RESOLVED: that Marion County accepts the Certificate of Substantial Completion for the work designated in the contract documents to this resolution for the Project with Breiholz Construction for use and occupancy of the Project in order to use the building for its intended purpose.

Adopted this _____ day of March 2026

Kisha Jahner
Marion County Board Chair

Attest:

Jake Grandia
Auditor

13. Resolution 2026-29:

Junction 92 Exterior Concrete Authorize Bids and
Set Public Hearing Date



RESOLUTION NO. 2026-29

RESOLUTION AUTHORIZING BIDS AND SETTING A DATE FOR A PUBLIC HEARING FOR THE MARION COUNTY ROAD DEPARTMENT JCT. 92 EXTERIOR CONCRETE

WHEREAS, the Marion County, Iowa Board of Supervisors desires to complete the development of the Road Department's Junction 92 Facility, including the construction of the Jct. 92 Site Exterior Concrete (PCC Paving); and,

WHEREAS, the Board of Supervisors of Marion County, Iowa has heretofore authorized the preparation of plans, specifications, and bid documents for the construction of the Exterior Concrete – Marion County, Iowa, said plans and specifications having been filed with the Marion County Auditor on or about March 5, 2026.

NOW, THEREFORE BE IT RESOLVED, by the Board of Supervisors of Marion County, Iowa, that said construction is hereby ordered, and that the notice of date of letting to be published for April 2, 2026, at which time the Engineer will receive bids for said work up until 9:00 a.m., subsequently, all bids will be opened and read publicly immediately. Action to be taken on said bids shall be at the Board of Supervisors meeting at 9:00 a.m. on April 14, 2026, in accordance with Iowa Code Chapter 26.

BE IT FURTHER RESOLVED, that a public hearing be held on April 14, 2026, at 9:00 a.m. for consideration of the adoption by the Board of Supervisor, at their regularly scheduled meeting, of the proposed, plans, specification, and proposed form of contract for said construction, per IAC 26.12. The notice of said hearing shall be in accordance with Iowa Code Section 331.305.

Adopted this _____ day of March, 2026

Kisha Jahner
Marion County Board Chair

Attest:

Jake Grandia
Auditor

NOTICE OF PUBLIC HEARING

The Board of Supervisors of Marion County will conduct a public hearing at 9:00 AM on the 14th day of April, 2026 at 2003 N Lincoln St., Knoxville, IA 50138 at which place and time any person interested may appear and file objections to the proposed plans, specifications or contract for, or cost of the Marion County Road Department Engineering's Office Project.

The Project, which is located at 1805 Old Highway 92, Knoxville, IA 50138 involves the construction activities as required by the contract documents which shall include:

PCC paving of Exterior Concrete as detail in the contract documents

Bidding Documents may be examined at the Marion County Engineer's Office and may be inspected by all interested parties. All interested parties are invited to attend and speak at the public hearing. Following the public hearing the Board may take action to approve the proposed plans, specifications, form of contract and estimated cost of the Project.

By order of the Board of Supervisors

Marion County Board of Supervisors
Marion County, Iowa

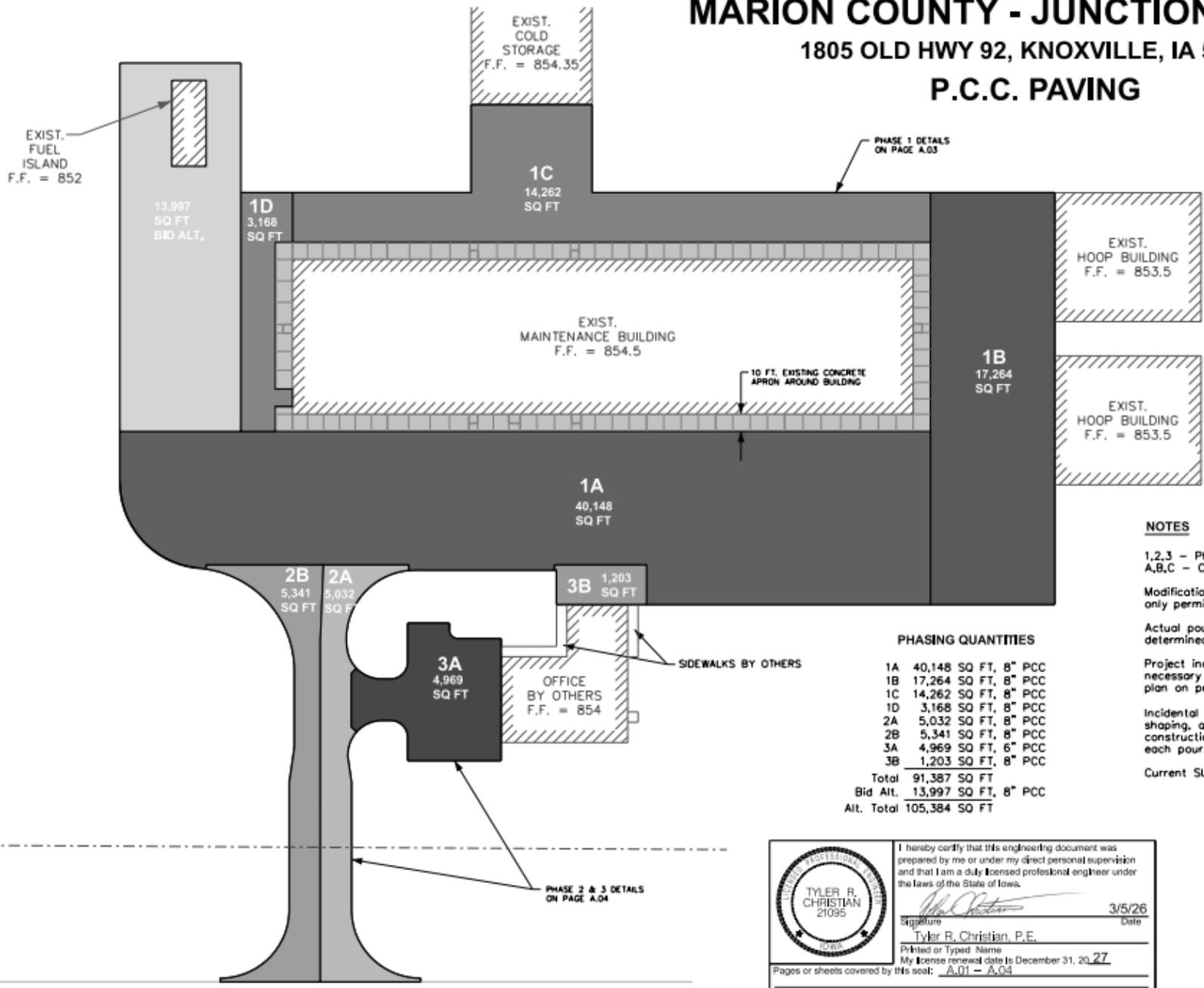
By: Kisha Jahner, Board of Supervisor Chair

Attest: Jake Grandia, County Auditor

MARION COUNTY - JUNCTION 92 SHOP

1805 OLD HWY 92, KNOXVILLE, IA 50138

P.C.C. PAVING



NOTES

- 1,2,3 - Phasing Plan
- A,B,C - Construction Staging Order
- Modifications to phasing and order of construction only permitted with prior authorization by Engineer.
- Actual pour width and sequence within each stage determined by contractor, except for Phase 2.
- Project includes labor, materials, and equipment necessary to pour reinforced concrete per this plan on prepared subbas (by others).
- Incidental to this project is any final grading, shaping, and compaction due to damage from construction traffic and concrete trucks prior to each pour.
- Current SUDAS specifications apply.

PHASING QUANTITIES

1A	40,148 SQ FT, 8" PCC
1B	17,264 SQ FT, 8" PCC
1C	14,262 SQ FT, 8" PCC
1D	3,168 SQ FT, 8" PCC
2A	5,032 SQ FT, 8" PCC
2B	5,341 SQ FT, 8" PCC
3A	4,969 SQ FT, 6" PCC
3B	1,203 SQ FT, 8" PCC
Total	91,387 SQ FT
Bid Alt.	13,997 SQ FT, 8" PCC
Alt. Total	105,384 SQ FT

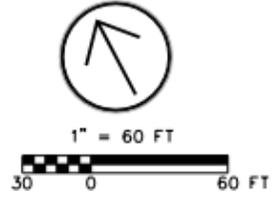
I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the State of Iowa.

Signature: *Tyler R. Christian* Date: 3/5/26

Printed or Typed Name: Tyler R. Christian, P.E.

My license renewal date is December 31, 2027.

Pages or sheets covered by this seal: A.01 - A.04



CONCRETE PHASING PLAN

NOTICE TO BIDDERS

Project Number: 820-400-701

Sealed bids will be accepted by Marion County Engineer at their office in Knoxville, Iowa, 402 Willetts Dr, Knoxville, IA, 50138-8501 until 09:00 AM, on Thursday, April 2, 2026 for the various items of construction work listed below.

A Certified check, made payable to the County, or a Cashier' 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

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.

MARION 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.

CONSTRUCTION PHASING IS DETAILED WITHIN THE CONTRACT DOCUMENTS IN ORDER OF 1-3, WITHIN EACH PHASE IS A CONSTRUCTION STAGING ORDER A-D. THIS PHASING/STAGING ORDER IS CONSISTENT WITH THE OWNER INTENT AND COORDINATION WITH OTHER ONGOING SITE CONSTRUCTION AND SHALL BE FOLLOWED UNLESS APPROVED IN WRITING BY THE OWNER.

COMPLETION DATES FOR THE VARIOUS STAGES OF THE PROJECT INCLUDE: PHASE 1 - MAY 29, 2026; PHASE 2 AND POSSIBLE ALTERNATIE - JUNE 26, 2026, AND PHASE 3 - SEPTEMBER 4, 2026

PROJECT ONLY INCLUDES LABOR, MATERIALS, EQUIPMENT NECESSARY TO POUR THE REINFORCED CONCRETE TO THE LINE AND GRADE PROVIDED BY THE OWNER AND IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. SUBGRADE COMPACTION, SUBBASE PLACEMENT AND COMPACTION TO BE COMPLETED BY THE OWNER PRIOR TO AWARD OF CONTRACT. INCIDENTAL TO THIS PROJECT IS ANY FINAL GRADING, SHAPING, AND COMPACTING AS A RESULT OF CONSTRUCTION TRAFFIC OR READYMIX TRUCKS IMMEDIATELY PRIOR TO PAVING. TRAFFIC CONTROL BY OWNER FOR WORK IN THE HIGHWAY RIGHT-OF-WAY.

BASE BID REPRESENTS QUANTITIES FROM PHASE 1A-D, PHASE 2A-B, PHASE 3A-B AND MAY BE THE ONLY ACCEPTED AMOUNT.

BID ALTERNATE REPRESENTS AN ADDITIONAL 1,556 SY OF 8" PCC. BID ALTERNATE MAY OR MAY NOT BE ACCEPTED WITH THE BASE BID AND DETERMINE UPON ACCEPTANCE OR REJECTION OF BIDS BY THE MARION COUNTY BOARD OF SUPERVISORS.

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 : 820-400-701

Work consists of PCC paving for exterior parking and entrance concrete associated with the Marion County Road Department Junction 92 Facility. Project bid shall include all labor, materials, and equipment necessary to form and pour reinforced concrete per the contract documents. All materials associated with the concrete shall be furnished and installed by the contractor on the Owner prepared compacted recycled concrete subbase. Quantities includes 9,802 SY of 8" PCC, 553 SY of 6" PCC, and an alternate bid quantity of 1,556 S of 8" PCC.

Description	Units	Quantity
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STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 2 DURABILITY, 6 IN.	SY	553.000
STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 2 DURABILITY, 8 IN.	SY	9802.000
STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 2 DURABILITY, 8 IN.	SY	1556.000

Total Proposal Guaranty is \$50,000.00; 0 Working Days; Completion Date: 9/4/2026; \$1,000.00/Day Liquidated Damages.

2026 EDITION STANDARD SPECIFICATIONS OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) APPLY TO THIS PROJECT INCLUDING ANY APPLICABLE SUPPLEMENTAL SPECIFICATIONS.

Approved by the Marion County Board of Supervisors at their regular session on 3/10/2026.

By: Jake Grandia, Marion County Auditor

14. Board of Supervisor Updates



VII. BOARD OF SUPERVISOR ADJOURNMENT

