

PUBLIC NOTICES

NOTICE TO BIDDERS

NOTICE TO BIDDERS

Sealed bids will be received by the office of the Auditor of Sac County Courthouse, Sac City, Iowa, for the furnishing of materials and construction of repairs to Joint Drainage District No. 20 Sac, 119 Calhoun, Open Ditch Repair, Sac and Calhoun Counties, Iowa, until 11:00am, March 14, 2023, and at which time the Joint Sac and Calhoun County Board of Supervisors acting as Trustees of Joint Drainage District No. 20-119 will meet for the purpose of considering said bids.

The work to be let is located in Sections 1, 2, 3, 10, 11, & 12 of T-88N, R-35W, Cedar Township, Sac County, Sections 32, 33, 34, & 35 of T-89N, R-34W, Williams Township, and Sections 5, 6, 7, & 8 of T-88N, R-34W, Garfield Township, Calhoun County, Iowa.

The work to be done shall consist of the following:

JOINT DRAINAGE DISTRICT NO. 20 SAC, 119 CALHOUN, OPEN DITCH REPAIR	
DIVISION I	
BRANCH B OPEN DITCH NO.	
ITEM	
UNIT	
ESTIMATED QUANTITY	
1. Mobilization (BR B OD).....	JOB
2. Open Ditch Excavation (BR B OD).....	CY
3. Spoil Bank Leveling (Two Sides) STA.....	114.6
4. Spoil Bank Leveling (One Side) STA.....	41.41
5. Furnish & Install CMP Surface Drain, 15" Dia.....	LF
6. Furnish & Install CMP Surface Drain, 18" Dia.....	LF
7. Furnish & Install CMP Surface Drain, 24" Dia.....	LF
8. Furnish & Install CMP Tile Extension Outlet, 12" Dia.....	LF
9. Furnish & Install CMP Tile Extension Outlet, 15" Dia.....	LF
10. Furnish & Install CMP Tile Extension Outlet, 18" Dia.....	LF
11. Furnish & Install CMP Tile Extension Outlet, 24" Dia.....	LF
12. Fence Removal & Disposal STA.....	0.5
13. Clearing, Grubbing & Tree Removal.....	LS
14. Remove Wood Pilings (BR B - STA 78+50).....	LS
15. Remove & Reinstall Field	

Crossings (STA 128+80, 136+02) LS.....	2
16. Furnish & Install Riprap, Class D.....	TN
17. Traffic Control LS.....	1
18. Open Ditch Fertilizing & Seeding.....	STA
19. Furnish & Install Silt Screen Fences.....	LS
DIVISION II	
LOWER BRANCH A OPEN DITCH NO.	
ITEM	
UNIT	
ESTIMATED QUANTITY	
1. Mobilization (LOWER BR A OD).....	JOB
2. Spot Cleanout Excavation (LOWER BR A OD).....	LF
3. Spot Spoil Bank Leveling (LOWER BR A OD, One Sides) STA.....	13.50
4. Furnish & Install CMP Surface Drain, 15" Dia.....	LF
5. Furnish & Install CMP Surface Drain, 18" Dia.....	LF
6. Furnish & Install CMP Surface Drain, 24" Dia.....	LF
7. Furnish & Install CMP Surface Drain, 30" Dia.....	LF
8. Furnish & Install CMP Surface Drain, 48" Dia.....	LF
9. Furnish & Install CMP Tile Extension Outlet, 12" Dia.....	LF
10. Furnish & Install CMP Tile Extension Outlet, 15" Dia.....	LF
11. Furnish & Install CMP Tile Extension Outlet, 18" Dia.....	LF
12. Fence Removal & Disposal STA.....	1.00
13. Clearing, Grubbing & Tree Removal.....	LS
14. Rock, Junk & Rubbish Disposal LS.....	1
15. Furnish & Install Rock Check Dams (LOWER BR A OD).....	TN
16. Furnish & Install Riprap, Class D.....	TN
DIVISION III	
UPPER BRANCH A OPEN DITCH NO.	
ITEM	
UNIT	
ESTIMATED QUANTITY	
1. Mobilization (UPPER BR A OD).....	JOB
2. Spot Cleanout Excavation	

(UPPER BR A OD).....	LF
3. Open Ditch Excavation (UPPER BR A OD).....	CY
4. Spoil Bank Leveling (UPPER BR A OD - Two Sides).....	STA
5. Spot Spoil Bank Leveling (UPPER BR A OD - Two Sides) STA.....	12.35
6. Furnish & Install CMP Surface Drain, 15" Dia.....	LF
7. Furnish & Install CMP Surface Drain, 18" Dia.....	LF
8. Furnish & Install CMP Surface Drain, 24" Dia.....	LF
9. Furnish & Install CMP Tile Extension Outlet, 12" Dia.....	LF
10. Furnish & Install CMP Tile Extension Outlet, 15" Dia.....	LF
11. Furnish & Install CMP Tile Extension Outlet, 18" Dia.....	LF
12. Furnish & Install CMP Tile Extension Outlet, 24" Dia.....	LF
13. Clearing, Grubbing & Tree Removal.....	LS
14. Traffic Control LS.....	1
15. Open Ditch Fertilizing & Seeding.....	STA
16. Furnish & Install Silt Screen Fences.....	LS

total of all three divisions. Each bid shall be in writing on a form furnished by the Joint Drainage District; must be filed with the Sac County Auditor's Office in a sealed envelope plainly identified and addressed to the Auditor, Sac County and must be accompanied by a bid security in a separate sealed envelope. The bid security must be either (1) bid bond (2) a certified or cashier's check drawn on a bank of Iowa (3) cash or (4) a certified share draft from a credit union in Iowa. Please note bid bonds for this project must be on an Engineer's Joint Contract Documents Committee (EJCDC) form, not an American Institute of Architects (AIA) form. This bid bond form is provided by the district as part of the bidding documents. The bid security shall be made payable to the Auditor or his/her order, at his/her office; in an amount equal to five percent (5%) of the total. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid securities of the unsuccessful bidders will be returned to them in accordance with paragraph 8.03 and 8.04 of the Instructions to Bidders. The bid security of the successful bidder will be held as a guarantee and not returned until after he has entered into a contract in accordance with his bid. Such bid security shall be forfeited to the Drainage District as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within fifteen (15) days after receipt of Notice of Award of the contract.

The successful bidder shall be required to execute bonds, with sureties approved by the Auditor, in favor of Sac and Calhoun Counties for the use and benefit of Joint Drainage District No. 20-119 and all persons entitled to liens for labor or material in an amount equal to one hundred percent (100%) of the contract price of the work to be done; conditioned for the timely, efficient, and complete performance of the contract; and the payment, as they become due, of all just claims for labor performed and material used in carrying out the contract. All conditions of these bonds shall conform with the forms of Bonds included in the Contract Forms and shall remain in effect until one (1) year after the date of final acceptance of the work by the Joint Board of Supervisors acting as Trustees for the District.

Payment for work done will be in accordance with estimates approved monthly by the Engineer and in Drainage Warrants issued by Joint Drainage District No. 20-119, which, if registered and stamped

"not paid for want of funds", shall bear interest at a rate fixed by the Joint Board of Supervisors not to exceed the maximum set by law in accordance with Chapter 468 of the Code of Iowa, as amended. The Joint Board reserves the right to issue Drainage District Improvement Certificates pursuant to Chapter 468 of the Code of Iowa, as amended, which certificates may be given in exchange for outstanding warrants issued to the Contractor or to the holder thereof. Said warrants to be surrendered if called by the Joint Board, in exchange for Drainage District Improvement Certificates which shall be taken by the Contractor or holder at par and shall bear interest at a rate fixed by the Board not to exceed the maximum set by law in accordance with Chapter 468 of the Code of Iowa, as amended.

Progress payments will be made in an amount equal to ninety percent (90%) of the work completed. Final payment will be made not less than thirty (30) days after completion of the work and acceptance by the Joint Board of Supervisors, subject to the conditions and in accordance with the provisions of Chapter 468 of the Code of Iowa, as amended.

No such final payment will be due until the Contractor certifies to the County that the materials, labor and services involved in the final estimate have been paid for in accordance with the requirements stated in the specifications. The Drainage Districts of Sac & Calhoun Counties, Iowa is exempt from paying Sales and Use Tax and will supply Contractor with an "Iowa Sales Tax Exemption Certificate" and an authorization letter to allow the Contractor to buy equipment and material for the project tax free.

Liquidated damages in the amount of two hundred dollars (\$200.00) per calendar day will be assessed the Contractor for each day that the work shall remain uncompleted after the end of the contract period with due allowance for extensions of the contract period due to conditions beyond control of the Contractor.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor and to the extent lawfully required under Iowa statutes; providing that the award of the contract will be made to the lowest responsible bidder submitting the lowest acceptable bid, which shall be given without regard to state or local law whereby preference is given on factors other than the amount of the bid.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed non-responsive and rejected.

The work shall commence on or before April 1, 2023 and shall be completed on or before September 29, 2023. Liquidated damages in the amount of two hundred dollars (\$200.00) per calendar day, will be assessed to the Contractor for each day that the work shall remain uncompleted, after the end of the contract period with allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

Copies of plan and specifications governing the construction of the proposed repairs and the form of contract are now on file at the Sac County Auditor, Sac City, Iowa; Calhoun County Auditor, Rockwell City, Iowa; and at the office of the Engineer, Drainage Department, 215 East 5th Street, Storm Lake, Iowa 50588, 712-213-7458 for examination be prospective bidders. An electronic copy (PDF) of the plans may be obtained from the Engineer for the project, 712-749-2520 or bblomme@bvcountyiowa.com.

This notice is given by order of the Sac County Board of Supervisors and the Calhoun County Board of Supervisors, acting as Trustees of Joint Drainage District No. 20 Sac, 119 Calhoun.

James Dowling, Auditor
Sac County, Iowa
Robin Batz, Auditor
Calhoun County, Iowa

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NOTICE OF EXPIRATION ON TAX SALE

NOTICE OF EXPIRATION ON TAX SALE

TO: KEVIN HALL, 2880 S. Driftwood Court, Avon Park, FL 33825, in whose name the property hereinafter described is taxed; CITY CLERK OF ROCKWELL CITY, Kelly Smidt, 335 Main Street, Rockwell City, IA 50579 and TO WHOM IT MAY CONCERN:

You are hereby notified that the following described real estate situated in Calhoun County, Iowa, to-wit:

Lot Four (4), of the Subdivision of Outlot Six (6), Rockwell and Hubbell's Addition to Rockwell City, Calhoun County, Iowa. was sold for taxes of 2009 and 2010 on the 20th day of June, 2011, to Calhoun County, Iowa, as evidenced by Certificate of Purchase No. 110222-B. You are further notified that Calhoun County, Iowa as-

signed said Certificate of Purchase No. 110222-B to Benjamin Sexton, on the 21st day of December, 2022, and that the Tax Sale Certificate is now owned by Benjamin Sexton, a single person, and that right of redemption will expire and a Treasurer's Deed for said property will be made unless redemption from such sale be made within ninety days from the date of competed service of this notice.

DATED this 17th day of January, 2023.

BENJAMIN SEXTON
Holder of the above described Certificate of Purchase
Jake Thompson, Attorney at Law
Thompson Law Firm, PLC
423 Court Street, P.O. Box 266
Rockwell City, IA 50579 712-297-7514-

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NOTICE OF PROPOSED ACTION WATER REVENUE

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO ENTER INTO A LOAN AND DISBURSEMENT AGREEMENT IN A PRINCIPAL AMOUNT NOT TO EXCEED \$255,000 (WATER REVENUE)

The City Council of the City of Lake City, Iowa, will meet on February 20, 2023, at City Hall located at 105 N Center St, Lake City, IA 51449, at 5 o'clock p.m., for the purpose of instituting proceedings and taking action to enter into a loan and disbursement agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed \$255,000, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Municipal Waterworks Utility System (the "Utility") of the City.

The Agreement will not constitute a general obligation of the City, nor will it be payable in any manner by taxation but, together with any additional obligations of the City as may be hereafter issued and outstanding from time to time ranking on a parity therewith, will be payable solely and only from the Net Revenues of the Utility.

At the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Agreement. After receiving objections, the City may determine to enter into the Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Lake City, Iowa.
Jacob Matthews
City Administrator

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ROCKWELL CITY PUBLIC NOTICE 2/22

PUBLIC NOTICE

A public hearing will be held in the Wellness Room (416 4th St.-Rockwell City) on Wednesday February 22nd, 2023 at 2:00 PM for the Zoning Commission to discuss a request from the Twin Lakes Mobile Home Park to amend the Zoning Ordinance. Any person has a right to appear at this hearing to express

any concerns to the application. If you have any questions, call our office at 712-297-8322.

If you cannot attend this hearing, you may comment prior to the hearing in writing to:
Mike Moeller
Calhoun Co. Zoning Administrator
416 4th Street Suite 7
Rockwell City, IA 50579

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PROBATE

THE IOWA DISTRICT COURT FOR CALHOUN COUNTY
NOTICE OF PROBATE OF WILL, OF APPOINTMENT OF EXECUTOR, AND NOTICE TO CREDITORS
IN THE MATTER OF THE ESTATE OF BESSIE L. HENDRICKS, Deceased.
CASE NO. ESPR502598

To all persons interested in the Estate of Bessie L. Hendricks, Deceased, who died on or about January 3, 2023.

You are hereby notified that on the 10th day of January 2023, the Last Will and Testament of Bessie L. Hendricks, Deceased, bearing the date of December 11, 1986, was admitted to Probate in the above-named Court and that on February 1, 2023, Joan Schaffer and Leon Hendricks were appointed Co-Executors of the Estate. Any action to set aside the Will must be brought in the District Court of said County within the later to occur of four months from the date of the second publication of this Notice or one month from the date of mailing of this Notice to all heirs of the decedent and devisees under the will whose identities are reasonably ascertainable, or thereafter be forever barred.

Notice is further given that all persons indebted to the Estate are requested to make immediate payment to the undersigned, and creditors having claims against the Estate shall file them with the Clerk of the above named District Court, as provided by Law, duly authenticated, for allowance, and unless so filed by the later to occur of four months from the second publication of this notice or one month from the date of mailing of this notice (unless otherwise allowed or paid) a claim is thereafter forever barred.

Dated this 1st day of February 2023.

Joan Schaffer
Co-Executor of Estate
1017 W. Washington
Lake City, Iowa 51449
Mary M Lauer
Attorney for Executor
107 West Main
P.O. Box 133
Lake City, IA 51449
Date of second publication:
February 16, 2023
Probate Code Section 304

Published in The Graphic Advocate on February 8, 15, 2023

PROBATE

THE IOWA DISTRICT COURT FOR _ COUNTY
NOTICE OF PROBATE OF WILL, OF APPOINTMENT OF EXECUTOR, AND NOTICE TO CREDITORS
IN THE MATTER OF THE ESTATE OF JACK L SANDVIG, Deceased.
CASE NO. ESPR502599

To all persons interested in the Estate of Jack L Sandvig, Deceased, who died on or about January 2, 2023

You are hereby notified that on the 26th day of January 2023, the Last Will and Testament of Jack L Sandvig, Deceased, bearing the date of 9th day of April 2001 was admitted to Probate in the above-named Court and that Sara Staver and Cynthia Foxhoven were appointed Co-Executors of the Estate. Any action to set aside the Will must be brought in the District Court of said County within the later to occur of four months from the date of the second publication of this Notice or one month from the date of mailing of this Notice to all heirs of the decedent and devisees under the will whose identities are reasonably ascertainable, or thereafter be forever barred.

Notice is further given that all persons indebted to the Estate are requested to make immediate payment to the undersigned, and creditors having claims against the Estate shall file them with the Clerk of the above named District Court, as provided by Law, duly authenticated, for allowance, and unless so filed by the later to occur of four months from the second publication of this notice or one month from the date of mailing of this notice (unless otherwise allowed or paid) a claim is thereafter forever barred.

Dated this 31st day of January 2023.

Sara Staver
Co-Executor of Estate
7109 Twin Lakes Rd
Rockwell City, Iowa
50579
Mary M Lauer
Attorney for Executor
107 West Main
P.O. Box 133
Lake City, IA 51449
Date of second publication:
February 16, 2023
Probate Code Section 304

Published in The Graphic Advocate on February 8, 15, 2023

PROBATE

THE IOWA DISTRICT COURT FOR CALHOUN COUNTY
NOTICE OF PROBATE OF WILL, OF APPOINTMENT OF EXECUTOR, AND NOTICE TO CREDITORS
IN THE MATTER OF THE ESTATE OF MORRISON EDDY ELLIS, Deceased.
CASE NO. ESPR502603

To all persons interested in the Estate of Morrison Eddy Ellis, Deceased, who died on or about January 2, 2023

You are hereby notified that on the 26th day of January 2023, the Last Will and Testament of Morrison Eddy Ellis, Deceased, bearing the date of 9th day of April 2001 was admitted to Probate in the above-named Court and that Linda Sue Ellis was appointed Executor of the Estate. Any action to set aside the Will must be brought in the District Court of said County within the later to occur of four months from the date of the second publication of this Notice or one month from the date of mailing of this Notice to all heirs of the decedent and devisees under the will whose identities are reasonably ascertainable, or thereafter be forever barred.

Notice is further given that all persons indebted to the Estate are requested to make immediate payment to the undersigned, and creditors having claims against the Estate shall file them with the Clerk of the above named District Court, as provided by Law, duly authenticated, for allowance, and unless so filed by the later to occur of four months from the second publication of this notice or one month from the date of mailing of this notice (unless otherwise allowed or paid) a claim is thereafter forever barred.

Dated this 9th day of February 2023.

Linda Sue Ellis,
Executor of Estate
5785 Sandy Point
Road
Rockwell City, Iowa
50579
Jake Thompson, ICIS#
AT0012001
Attorney for Executor
423 Court Street
P.O. BOX 266
Rockwell City, Iowa 50579
Date of second publication:
February 22, 2023
Probate Code Section 304

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