

BOARD OF SUPERVISORSDistrict 1 | **Kirsten Running-Marquardt**District 2 | **Ben Rogers**District 3 | **Louis J. Zumbach****JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER**

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

PH: 319-892-5000

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Wednesday, January 11, 2023

10 a.m.

Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA**Call to Order****Pledge of Allegiance****Public Comment: Five Minute Limit per Speaker**

This comment period is for the public to address topics on today's agenda.

Consent Agenda

Items listed on the consent agenda are routine and will be considered by one motion without individual discussion unless the Board removes an item for separate consideration.

Approve and authorize Chair to sign a Vacancy Form requesting 4 part time Communication Operators for the Sheriff's office

Resolutions**Contract and Agreements**

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and the City of Alburnett for the Repurpose Former Fire Station into Alburnett City Hall Project in the amount of \$141,450.00.

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and the City of Marion for the City of Marion Trunk Sanitary Sewer - Project 7 in the amount of \$150,000.00.

Approve and authorize the submission of written comments to the Iowa Utilities Board about the proposal by Wolf Carbon Solutions US LLC to build and operate a carbon capture pipeline system

Approve purchase order PO425 in the amount of \$53,544.16 to Truck Country for surcharges and change in model year on Single Axle Trucks purchased on PO115 for the Secondary Road Department.

Approve purchase order PO427 in the amount of \$18,214.08 to Thompson Truck & Trailer, Inc for surcharges on Tandem Axle Truck purchased on PO117 for the Secondary Road Department.

Award bid and approve purchase order PO428 for signposts to Xcessories Squared in the amount of \$15,627.00 for the Secondary Road Department

Award bid and approve purchase order PO429 for crossroad culverts to Illowa Culvert and Supply Company in the amount of \$88,927.00 for the Secondary Road Department

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

Discuss and decide on a contract between Living Undeterred and Linn County for marketing during the Mental Health Radio Show each Thursday from January 1, through June 30, 2023 on WMT radio.

Public Comment: Five Minute Limit per Speaker

This is an opportunity for the public to address the board on any subject pertaining to board business.

Correspondence

Appointments

1:30
Formal Board Room

Review of proposed Fiscal Year 2024 budget for State Welfare

Review of proposed Fiscal Year 2024 budget for the Treasurer

Other budget discussions if necessary.

Adjournment

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncountyiowa.gov.



VACANCY FORM

SELECT ONE:

☒ NEW POSITION

☐ REPLACEMENT

REPLACES: _____

SELECT ONE:

☐ NEW JOB CLASSIFICATION

☒ EXISTING JOB CLASSIFICATION

JOB TITLE: Communications Operator - Part Time

DEPARTMENT: Sheriff's Office - Communications

SHIFT/HOURS: Varies - Floater

NUMBER OF POSITIONS: 4

VACANCY DATE: 12/19/22

NEW POSITION FUNDING SOURCE(S):

REASON TO ADD NEW POSITION (if applicable): ☐ BUDGET OFFER

☐ GRANT FUNDING

☒ OTHER: Cost neutral

DURATION OF POSTING (must remain open a minimum of 10 days): _____

POSITION TYPE:

☐ FULL-TIME ☒ PART-TIME ^{up to} 32 # of hours/week ☐ TEMPORARY/SEASONAL

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

BARGAINING UNIT: ☐ Clerical ☐ Maintenance ☐ Para Professional ☐ Professional

☐ Attorneys ☐ Conservation ☐ Sergeants ☒ PPME

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: _____

12/19/22

DEPARTMENT HEAD (original signature required)

DATE

By signing above, I acknowledge my understanding of the following about external job postings: Failure to make a good faith effort to begin the interview process within one month of receiving candidates' applications will result in HR charging the cost of advertising back to the department.

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: PPME MOD allows for PT Comm. Op. positions

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: Lisa D. Powell

12-20-22

HUMAN RESOURCES DIRECTOR

DATE

APPROVED BY: [Signature]

12/28/22

FINANCE/BUDGET DIRECTOR

DATE

APPROVED BY: _____

CHAIRPERSON/BOARD OF SUPERVISORS

DATE



AMERICAN RESCUE PLAN ACT SUBAWARD AGREEMENT

Federal Awarding Agency: U.S. Department of the Treasury

Federal Award Number: SLFRP0336

Assistance Listing (CFDA): 21.027 Coronavirus State and Local Fiscal Recovery Fund

Federal Award Date: May 19, 2021

Subaward Number: ARPA2022-203

Pass-Through Entity (PTE):	Subrecipient:
Linn County, Iowa	City of Alburnett
935 2 nd Street SW	103 N Main St
Cedar Rapids, IA	Alburnett, Iowa 52202
	UEI #: MN9PM6XNJAM6
Subaward Budget Period Start date: 1/1/2023 End date: 12/31/2023	
Period of Performance Start date: 1/1/2023 End date: 12/31/2023	
Amount of federal funds obligated by this action: \$141,450.00	
Total amount of the federal funds obligated to the Subrecipient: \$141,450.00	
Total amount of the federal funds committed to the Subrecipient: \$141,450.00	
Project Title: Repurpose Former Fire Station into Alburnett City Hall	
Is Project for Research & Development? ☐ Yes ☒ No	

1. Purpose.

The purpose of this Agreement is to set forth the terms and conditions under which Linn County ("County") will provide American Rescue Plan Act ("ARPA") grant funding ("Subaward") to City of Alburnett ("Subrecipient") for reimbursement of expenses to renovate building for the Alburnett City Hall.

This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa and federal regulations.

Subrecipient's performance under this Agreement is subject to the applicable requirements published in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Title 2 of the United States Code of Federal Regulations (C.F.R.) part 200 hereinafter referred to as the "Uniform Guidance."

2. Term of Agreement.

This Agreement shall be effective upon full execution by the Parties (the "Effective Date") and shall terminate upon 1) Completion of the project or 2) Exhaustion of subaward funds or 3) termination or 4) 12/31/2024

3. Grant Funding.

The Subrecipient shall use the Subaward solely **Repurpose Former Fire Station into Alburnett City Hall.**

The County agrees to provide up to \$141,450.00 to the Subrecipient from the County's share of its ARPA allotment, to be used for expenses to renovate building for the Alburnett City Hall. The County shall pay the Grant Funds to the Subrecipient per a reimbursement of expenses method.

4. Reporting and Invoicing.

The Subrecipient may submit invoices and or detailed reports to account for expenditure of funds to the County on a monthly basis, but no less than quarterly. Due dates for the quarterly reports are available on EXHIBIT A.

Invoices and reports shall be submitted to:

Linn County Finance & Budget
Attn: Sonia Evans, Senior Accountant
935 2nd Street SW
Cedar Rapids, IA 52404
Sonia.evans@linncountyiowa.gov

Consistent with Uniform Guidance (2 C.F.R. §200.328), the Subrecipient shall provide the County with quarterly reports and a close-out report. These reports shall include the current status and progress by the Subrecipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the County.

The County may request additional information from the Subrecipient, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US Treasury during the scope of this Agreement.

As required by Uniform Guidance (2 C.F.R. §200.415(a)), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

5. Monitoring.

Subrecipient shall permit the County to monitor the Subrecipient, including:

- a. Reviewing financial and performance reports required by the County.
- b. Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Subaward provided to the Subrecipient from County detected through audits, on-site reviews, and other means.
- c. Issuing a management decision for audit findings pertaining to the Subaward provided to the Subrecipient from the County as required by 2 C.F.R. §200.521 Management decision.

Subrecipient shall monitor its performance under this Agreement, as well as that of its lower-level Subrecipients, contractors, consultants, etc. who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the scope of work is being accomplished within the specified time periods, and other performance goals are being achieved.

6. Maintenance of Records.

The Subrecipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the County or its designees, the State, and the US Treasury for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the Subrecipient was reimbursed for unallowable costs under this Agreement or any, the Subrecipient agrees to promptly reimburse the County for such payments upon request.

7. Closeout.

The closeout report is due ninety (90) days after termination of this Agreement or ninety (90) days after completion of the activities contained in this Agreement, whichever first occurs.

Each party's obligation to the other shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets, (including the return of unused materials and equipment as require herein, unspent cash advances, program income balances, and

accounts receivable to the County), and determining the custodianship of records. The terms of this Agreement shall remain in effect during any period that the Subrecipient has control over ARPA funds. The County will close out the award when it determines that all applicable administrative actions and all required work of the Agreement have been completed.

8. Events of Default.

The occurrence of any one or more of the following events shall constitute cause for either party to declare the other in default of its obligations under this Agreement:

- a. A breach of any term of this Agreement;
- b. A material failure of the Subrecipient to make substantial and timely progress toward performance of the Agreement
- c. Failure to comply with applicable federal, state and local laws, rules, ordinances, regulations, guidance, and orders when performing with the scope of this Agreement.
- d. Any report required by this Agreement have not been submitted to the County or have been submitted with incorrect, incomplete, or insufficient information
- e. Engaging in conduct that has or may expose the other Party to liability

9. Notice of Default.

The County shall issue a written notice of default providing therein a thirty (30) day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the default remains, the County may exercise any one or more of the following remedies outline in paragraph 9, either concurrently or consecutively.

10. Remedies.

If an Event of Default occurs, the County may:

- a. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from Subrecipient to determine the reasons for the extent of non-compliance or lack of performance;
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
 - iii. Advise the Subrecipient to suspend, discontinue or refrain from incurring cost for any activity in question
- b. Temporarily withhold cash payment pending correction of the deficiencies

- c. Disallow all or part of the cost of the activity or action not in compliance
- d. Require that the Subrecipient refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds
- e. Recommend suspension or debarment proceedings by U.S. Treasury
- f. Terminate this agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination.

11. Termination.

The County may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material.

The County may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar day prior written notice.

The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

12. Procurement.

The Subrecipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards") of the Uniform Guidance.

13. Conflicts of Interest.

Subrecipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. §200.318 (c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Subrecipient must disclose in writing to the U.S. Treasury or through the County as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. §200.12.

Subrecipient agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement

14. Modification.

Neither this Agreement nor any documents incorporated by reference in connection with this Agreement may be changed, waived, discharged, or terminated, except in writing with the consent of both parties.

15. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

16. Notices

Whenever this Agreement requires or permits any notice or written request by on part to another, it shall be in writing, enclosed in an envelope, addressed to the party to be notified at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed, and deposited in the United States Mail, as Certified Mail, Return Receipt Requested. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The County will rely on the mailing and email addresses of the Subrecipient as set forth heretofore, as modified from time to time.

17. Defense and Indemnification.

Subrecipient agrees to defend, indemnify, and hold the County, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Subrecipient, its officers, directors, employees, and/or agents relating to the Subrecipient's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

18. Severability.

The parties acknowledge and agree that if any paragraph, provision, or term of this agreement is deemed illegal or void by any court or any other appropriate authority, the remaining provisions of this agreement shall remain in full force and effect.

19. Status of Subrecipient.

Nothing in this contract constitutes an employment relationship between the Subrecipient staff and the County. Subrecipient staff are not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan offered to employees of the County. Nothing in this contract prevents Subrecipient staff from working with others during the length of this Agreement.

Subrecipient shall determine the method, details, and means of performing the work and services to be provided by Subrecipient under this Agreement. Subrecipient shall be responsible to County only for the requirements and results specified in this Agreement and,

except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Subrecipient in fulfillment of this Agreement. Subrecipient has control over the manner and means of performing the services under this Agreement. Subrecipient is permitted to provide services to others during the same period service is provided to County under this Agreement.

20. Assignment.

Subrecipient agrees that this Agreement nor any of the rights, interest, or obligations in it shall be assigned by Subrecipient either whole or in part without the prior written consent of the County.

21. Entire Agreement.

This agreement constitutes the entire agreement between the parties for the **Repurpose Former Fire Station into Alburnett City Hall** project and shall be binding upon true successors and assignees of the parties to this agreement.

22. Compliance with Applicable Laws and Regulations.

The Subrecipient declares that to its best knowledge, it has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

The Subrecipient and its employees shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Agreement, including but not limited to all of the following:

- a. Section 501;
- b. Treasury guidance, including but not limited to, U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions ("Treasury Guidance"), the most recent revision of which is dated November 15, 2021;
- c. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- d. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- e. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;

- f. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- g. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- h. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- i. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- j. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- k. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

23. Publications.

Subrecipient agrees that any publications produced with funds from this award must display the following language:

"This project is being supported, in whole or in part, by federal award number SLFRP0336 awarded to Linn County by the U.S. Department of the Treasury."

24. Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes:

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court of grand jury; and/or
- g. A management official or other employee of Linn County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

25. Seat Belt Use.

Linn County encourages the Subrecipient to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company owned, rented, or personally owned vehicles.

26. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Linn County encourages the Subrecipient to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

27. Certification Regarding Government-Wide Restrictions on Lobbying.

The Subrecipient certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

28. Eligibility.

Subrecipient certifies that neither it nor its principals is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or Contractor. The Excluded Parties List System can be found at <https://www.sam.gov/>.

29. Acknowledgements.

The parties acknowledge and agree that they have carefully read and have had an opportunity to review with legal counsel all the provision of this Agreement, that they completely understand the terms and conditions as set forth in the Agreement, and that they have voluntarily executed this Agreement of their own free will, act, and deed.

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below:

Dated this 29th day of December, 2022.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

SUBRECIPIENT:
CITY OF ALBURNETT

Board Chair

Authorized Representative

Date

Date

EXHIBIT A

Statement of Work

The City of Alburnett shall use the Subaward for the renovation of a building at 120 North Main Street in Alburnett, Iowa for a permanent Alburnett City Hall. The program will report to Linn County on a quarterly basis.

Quarterly Reporting Timelines for Project and Expenditures Reports

Year	Quarter	Period Covered	Due Date
2021	4	October 1 - December 31	January 15, 2022
2022	1	January 1 - March 31	April 15, 2022
2022	2	April 1 - June 30	July 15, 2022
2022	3	July 1 - September 30	October 15, 2022
2022	4	October 1 - December 31	January 15, 2023
2023	1	January 1 - March 31	April 15, 2023
2023	2	April 1 - June 30	July 15, 2023
2023	3	July 1 - September 30	October 15, 2023
2023	4	October 1 - December 31	January 15, 2024
2024	1	January 1 - March 31	April 15, 2024
2024	2	April 1 - June 30	July 15, 2024
2024	3	July 1 - September 30	October 15, 2024
2024	4	October 1 - December 31	January 15, 2025
2025	1	January 1 - March 31	April 15, 2025
2025	2	April 1 - June 30	July 15, 2025
2025	3	July 1 - September 30	October 15, 2025
2025	4	October 1 - December 31	January 15, 2026
2026	1	January 1 - March 31	April 15, 2026
2026	2	April 1 - June 30	July 15, 2026
2026	3	July 1 - September 30	October 15, 2026
2026	4	October 1 - December 31	January 15, 2027

Statements of probable construction cost prepared by Martin Gardner Architecture, P.C. represents our best judgments as design professionals familiar with the construction industry. However, neither Martin Gardner Architecture, P.C. nor the Owner has control over the cost of labor, materials or equipment, over the contractor's method of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Martin Gardner Architecture, P.C. cannot and does not warrant or represent that bids will not vary from the project budget proposed, established or approved by the owner, if any, or from any statement of probable construction cost prepared by Martin Gardner Architecture.

Building Square Footage **2,403**

DEMOLITION

Demolition Subtotal \$14,000 \$5.83

SITWORK

Sitework Subtotal \$596 \$0.25

SUBSTRUCTURE

Substructure Subtotal \$7,715 \$3.21

SUPERSTRUCTURE

Superstructure Subtotal \$12,010 \$5.00

EXTERIOR ENCLOSURE

Exterior Enclosure Subtotal \$50,583 \$21.05

INTERIORS

Interiors Subtotal \$52,899 \$22.01

SERVICES

Services Subtotal \$50,000 \$20.81

FURNISHINGS, FIXTURES, & EQUIPMENT

FF&E Subtotal \$680 \$0.28

GENERAL REQUIREMENTS

General Requirements Subtotal \$29,712 \$12.36

Project Subtotal \$218,195 \$90.80

GENERAL CONDITIONS

General Contracting Fees (General Requirements: 10%; O.H. and Profit is included in unit prices) 10%

Project Subtotal + General Conditions \$240,015 \$99.88

CONSTRUCTION & DESIGN CONTINGENCIES

Market, Estimating and Design Contingency (% of Project Subtotal) 15.0% \$36,002

Construction Contingency (% of Project Subtotal) 10.0% \$24,002

Subtotal Contingencies \$60,004 \$24.97

Project Total \$300,019 \$124.85

PROFESSIONAL SERVICES

Architectural (Phase I) \$4,500

Architectural (Phase II) \$36,000

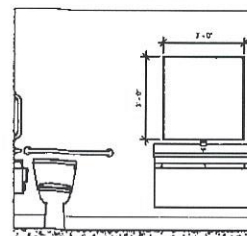
Bidding, Documents, Reimbursables (Budget) \$5,000

Subtotal Professional Services \$45,500 \$18.93

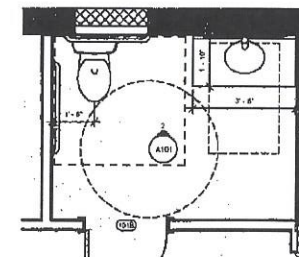
Project Total \$345,519 \$143.79

1. VERIFY CEILING GRID LAYOUT WITH EXACT ROOM DIMENSIONS.
2. AVOID CUT TILE SIZES LESS THAN 4"
3. SUPPORT ALUMINUM SOFFITS WITH FRAMING WHERE SPAN EXCEEDS 6.0'

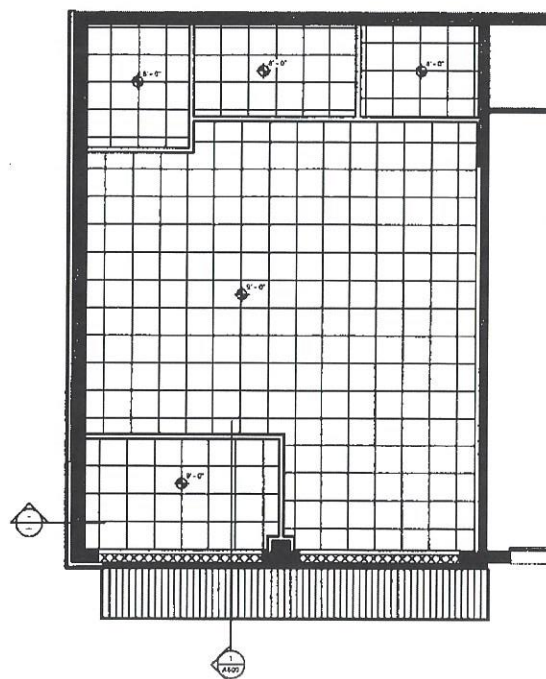
1. ALL EXTERIOR DIMENSIONS ARE TO THE EXTERIOR FACE OF FRAMING, WHICH ALIGN TO THE EXTERIOR FACE OF FOUNDATION WALL.
2. ALL INTERIOR DIMENSIONS ARE TO FACE OF FRAMING.
3. ALL GULL PLATES AND OTHER FRAMING COMPS TO BE IN CONTACT WITH CONCRETE IS TO BE TREATED.
4. AT PIPE CHASES ON EXTERIOR WALLS, INSULATE BETWEEN PIPE AND EXTERIOR FACE. DO NOT INSULATE ON INTERIOR SIDE OF CHASE.
5. VERIFY ALL DUCT CHANGES WITH MECHANICAL CONTRACTOR PRIOR TO CHASE CONSTRUCTION.
6. CONTRACTOR TO PROVIDE 1" MIN. G.I.P. CONCRETE FLOOR SLAB OVER CONCRETE FLOOR WITH 1" MIN. VAPOR BARRIER, 24" CUT AT 10'-0" O.C. MAX. SEE STRUCTURAL.



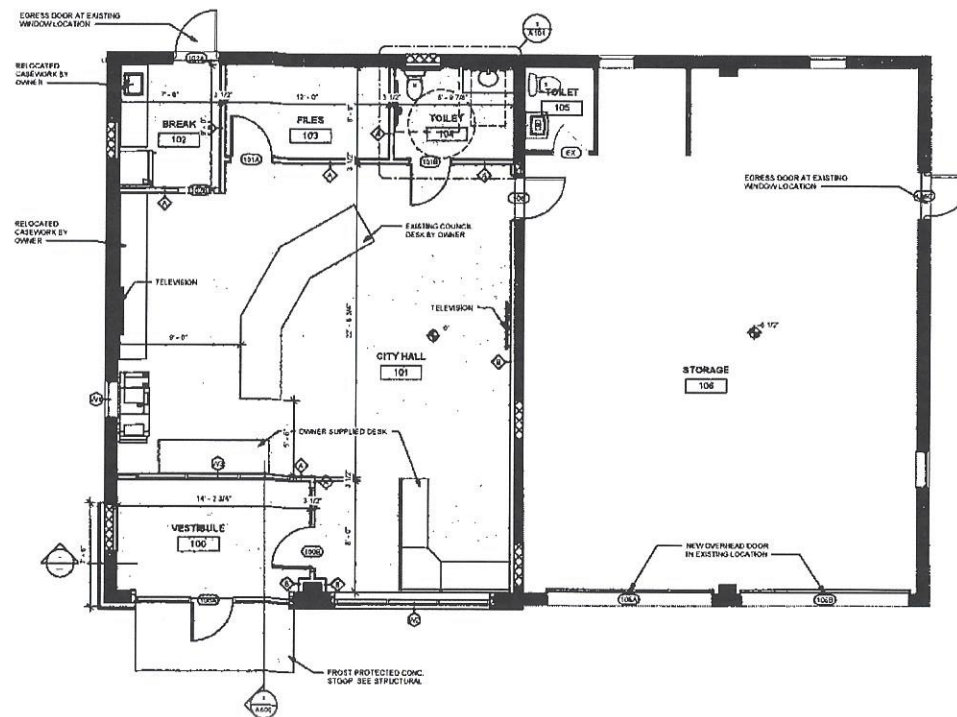
2 INTERIOR ELEVATION
A101 1/2" = 1'-0"



ENLARGED FLOOR PLAN
1" = 1'-0"



 REFLECTED CEILING PLAN
1/4" = 1'-0"



MAIN FLOOR PLAN
1/4" = 1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION



MARTIN GARDNER
ARCHITECTURE

700 11TH ST
SUITE 200
MARION, IOWA
52302
(319) 377-7604
102 S. FREDERICK
AVE
SUITE #1
DEWEEN, IOWA
50662

A101

2200085

10/07/2022	
FEDMON	
NUMBER	DATE

Door Frame Types
1/4" = 1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION

CITY OF ALBURNETT
ALBURNETT CITY HALL RELOCATION



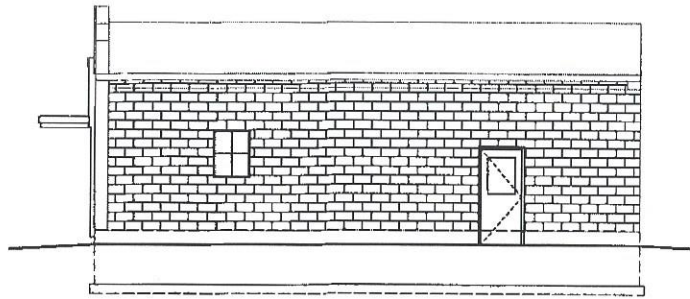
MARTIN GARDNER
ARCHITECTURE
© 2022

700 11TH ST
SUITE 200
MARION, IOWA
52302
(319) 377-7604
http://www.earthlink.net/~mccall
102 S. FREDERICK
AVE.
SUITE #1
OSWEGO, IOWA
50667

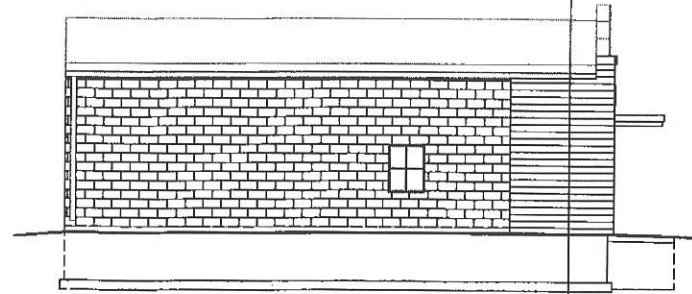
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2200085

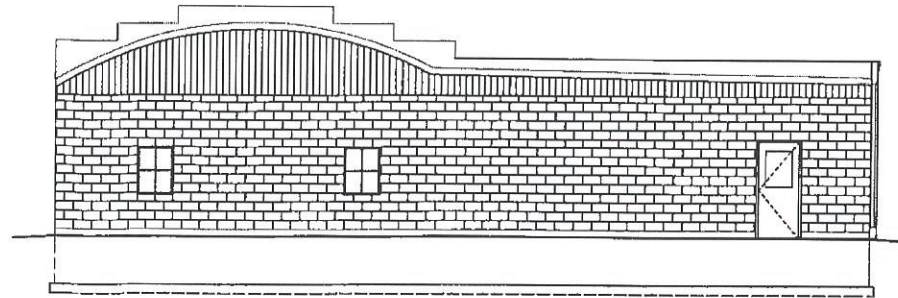
SCHEDULES



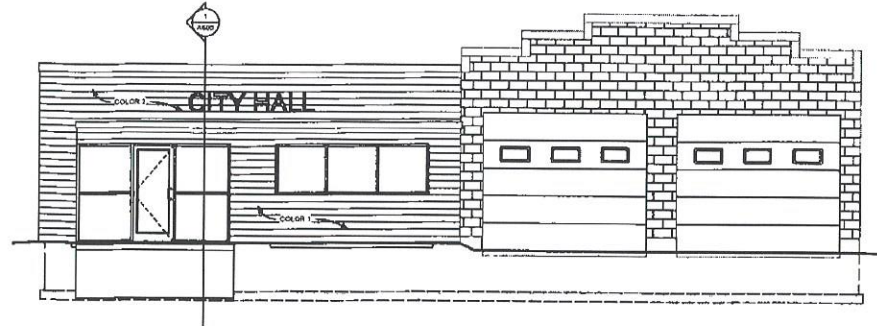
NORTH ELEVATION
1/4" = 1'-0"



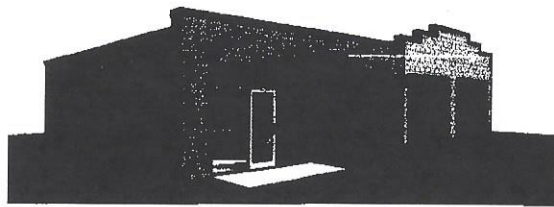
SOUTH ELEVATION
1/4" = 1'-0"



WEST ELEVATION
1/4" = 1'-0"



EAST ELEVATION
1/4" = 1'-0"



SE PERSPECTIVE

DATE	REVISION
12/20/21	1
12/20/21	2

CITY OF ALBURNETT
ALBURNETT CITY HALL RELOCATION

MGA
MARTIN GARDNER
ARCHITECTURE
© 2022

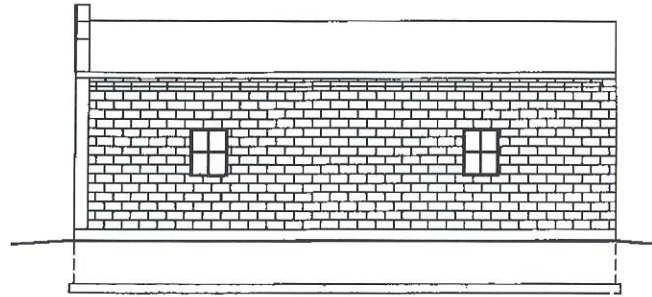
700 11TH ST
SUITE 200
MARION, IOWA
52302
(319) 377-2604
www.martingardnerarch.com
102 S FREDERICK
AVE
SUITE #1
OELWEIN, IOWA
50667

PRELIMINARY - NOT FOR CONSTRUCTION

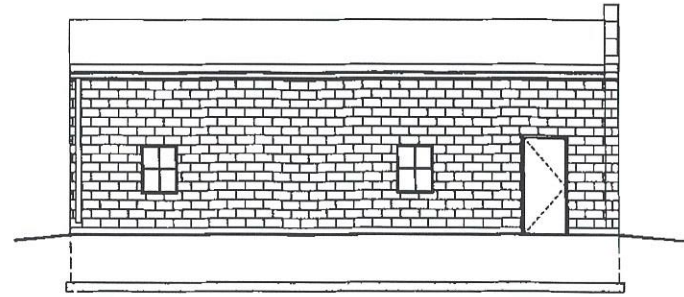
A401

2200085

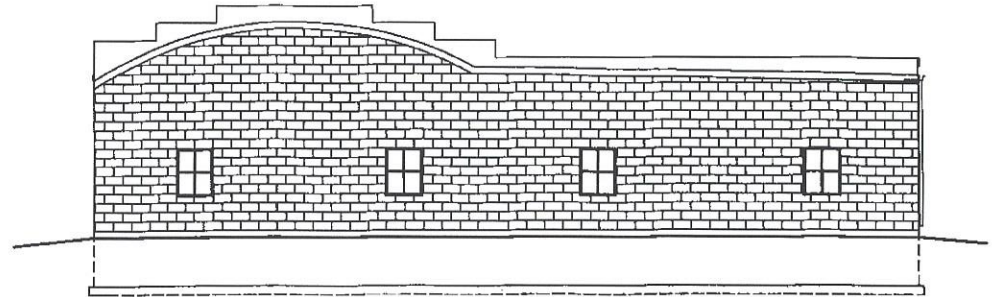
EXTERIOR ELEVATIONS



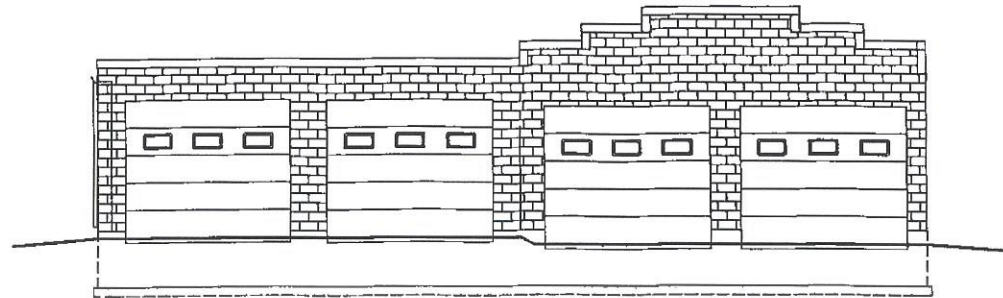
EXISTING NORTH ELEVATION
1/4" = 1'-0"



EXISTING SOUTH ELEVATION
1/4" = 1'-0"



EXISTING WEST ELEVATION
1/4" = 1'-0"



EXISTING EAST ELEVATION
1/4" = 1'-0"

EXTERIOR ELEVATIONS - DEMOLITION

DATE	REVISION
11/14/17	1
11/14/17	2
11/14/17	3
11/14/17	4
11/14/17	5
11/14/17	6
11/14/17	7
11/14/17	8
11/14/17	9
11/14/17	10

CITY OF ALBURNETT
ALBURNETT CITY HALL RELOCATION

MGA
MARTIN GARDNER
ARCHITECTURE

700 11TH ST
SUITE 200
MAKESVILLE, IOWA
52302
(319) 377-7604
102 S. FREDERICK
AVE.
SUITE #1
OELWEIN, IOWA
50662

A400
2200085

PRELIMINARY - NOT FOR CONSTRUCTION

EXHIBIT B

Mandatory Contract Provisions

The following terms and conditions apply to any sub-grantees, contractors, subcontractors, successors, transferees, and assignees ("Recipient") of federal assistance provided to Linn County by the U.S. Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2011).

1. Compliance with Applicable Laws and Regulations.

The Recipient and its employees shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Agreement, including but not limited to all of the following:

- a. Treasury guidance, including but not limited to, U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions ("Treasury Guidance"), the most recent revision of which is dated November 15, 2021;
- b. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- c. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- d. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- e. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- f. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- g. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- h. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- i. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;

- j. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

2. Publications.

Recipient agrees that any publications produced with funds from this award must display the following language:

"This project is being supported, in whole or in part, by federal award number SLFRP0336 awarded to Linn County by the U.S. Department of the Treasury."

3. Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes:

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;

- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court of grand jury; and/or
- g. A management official or other employee of Linn County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

4. Seat Belt Use.

Linn County encourages the Recipient to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company owned, rented, or personally owned vehicles.

5. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Linn County encourages the Recipient to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

6. Certification Regarding Government-Wide Restrictions on Lobbying.

The Recipient certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, agreement, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Recipient, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.



AMERICAN RESCUE PLAN ACT SUBAWARD AGREEMENT

Federal Awarding Agency: U.S. Department of the Treasury

Federal Award Number: SLFRP0336

Assistance Listing (CFDA): 21.027 Coronavirus State and Local Fiscal Recovery Fund

Federal Award Date: May 19, 2021

Subaward Number: ARPA2022-216

Pass-Through Entity (PTE):	Subrecipient:
Linn County, Iowa	City of Marion
935 2 nd Street SW	1225 6 th Avenue
Cedar Rapids, IA	Marion, IA 52302
	UEI #: MRADZNN5X529
Subaward Budget Period Start date: 1/5/2023 End date: 12/31/2026	
Period of Performance Start date: 1/5/2023 End date: 12/31/2026	
Amount of federal funds obligated by this action: \$150,000.00	
Total amount of the federal funds obligated to the Subrecipient: \$150,000.00	
Total amount of the federal funds committed to the Subrecipient: \$150,000.00	
Project Title: City of Marion Trunk Sanitary Sewer – Project 7	
Is Project for Research & Development? ☐ Yes ☒ No	

1. Purpose.

The purpose of this Agreement is to set forth the terms and conditions under which Linn County ("County") will provide American Rescue Plan Act ("ARPA") grant funding ("Subaward") to City of Marion ("Subrecipient") for **Marion Trunk Sanitary Sewer – Project 7**

This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa and federal regulations.

Subrecipient's performance under this Agreement is subject to the applicable requirements published in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Title 2 of the United States Code of Federal Regulations (C.F.R.) part 200 hereinafter referred to as the "Uniform Guidance."

2. Term of Agreement.

This Agreement shall be effective upon full execution by the Parties (the "Effective Date") and shall terminate upon 1) Completion of the project or 2) Exhaustion of subaward funds or 3) termination or 4) 12/31/2026

3. Grant Funding.

The Subrecipient shall use the Subaward solely **to upgrade the existing sanitary sewer trunk line from 8" diameter to 15" diameter pipe.**

The County agrees to provide up to \$150,000.00 to the Subrecipient from the County's share of its ARPA allotment, to be used for the Marion Trunk Sanitary Sewer – Project 7. The County shall pay the Grant Funds to the Subrecipient per a reimbursement of expenses method.

4. Reporting and Invoicing.

The Subrecipient may submit invoices and or detailed reports to account for expenditure of funds to the County on a monthly basis, but no less than quarterly. Due dates for the quarterly reports are available on EXHIBIT A.

Invoices and reports shall be submitted to:

Linn County Finance & Budget
Attn: Sonia Evans, Senior Accountant
935 2nd Street SW
Cedar Rapids, IA 52404
Sonia.evans@linncountyiowa.gov

Consistent with Uniform Guidance (2 C.F.R. §200.328), the Subrecipient shall provide the County with quarterly reports and a close-out report. These reports shall include the current status and progress by the Subrecipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the County.

The County may request additional information from the Subrecipient, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US Treasury during the scope of this Agreement.

As required by Uniform Guidance (2 C.F.R. §200.415(a)), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

5. Monitoring.

Subrecipient shall permit the County to monitor the Subrecipient, including:

- a. Reviewing financial and performance reports required by the County.
- b. Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Subaward provided to the Subrecipient from County detected through audits, on-site reviews, and other means.
- c. Issuing a management decision for audit findings pertaining to the Subaward provided to the Subrecipient from the County as required by 2 C.F.R. §200.521 Management decision.

Subrecipient shall monitor its performance under this Agreement, as well as that of its lower-level Subrecipients, contractors, consultants, etc. who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the scope of work is being accomplished within the specified time periods, and other performance goals are being achieved.

6. Maintenance of Records.

The Subrecipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the County or its designees, the State, and the US Treasury for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the Subrecipient was reimbursed for unallowable costs under this Agreement or any, the Subrecipient agrees to promptly reimburse the County for such payments upon request.

7. Closeout.

The closeout report is due ninety (90) days after termination of this Agreement or ninety (90) days after completion of the activities contained in this Agreement, whichever first occurs.

Each party's obligation to the other shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets, (including the return of unused materials and equipment as require herein, unspent cash advances, program income balances, and

accounts receivable to the County), and determining the custodianship of records. The terms of this Agreement shall remain in effect during any period that the Subrecipient has control over ARPA funds. The County will close out the award when it determines that all applicable administrative actions and all required work of the Agreement have been completed.

8. Events of Default.

The occurrence of any one or more of the following events shall constitute cause for either party to declare the other in default of its obligations under this Agreement:

- a. A breach of any term of this Agreement;
- b. A material failure of the Subrecipient to make substantial and timely progress toward performance of the Agreement
- c. Failure to comply with applicable federal, state, and local laws, rules, ordinances, regulations, guidance, and orders when performing with the scope of this Agreement.
- d. Any report required by this Agreement have not been submitted to the County or have been submitted with incorrect, incomplete, or insufficient information
- e. Engaging in conduct that has or may expose the other Party to liability

9. Notice of Default.

The County shall issue a written notice of default providing therein a thirty (30) day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the default remains, the County may exercise any one or more of the following remedies outline in paragraph 9, either concurrently or consecutively.

10. Remedies.

If an Event of Default occurs, the County may:

- a. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from Subrecipient to determine the reasons for the extent of non-compliance or lack of performance;
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
 - iii. Advise the Subrecipient to suspend, discontinue or refrain from incurring cost for any activity in question
- b. Temporarily withhold cash payment pending correction of the deficiencies

- c. Disallow all or part of the cost of the activity or action not in compliance
- d. Require that the Subrecipient refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds
- e. Recommend suspension or debarment proceedings by U.S. Treasury
- f. Terminate this agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination.

11. Termination.

The County may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material.

The County may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar day prior written notice.

The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

12. Procurement.

The Subrecipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards") of the Uniform Guidance.

13. Conflicts of Interest.

Subrecipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. §200.318 (c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Subrecipient must disclose in writing to the U.S. Treasury or through the County as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. §200.12.

Subrecipient agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement

14. Modification.

Neither this Agreement nor any documents incorporated by reference in connection with this Agreement may be changed, waived, discharged, or terminated, except in writing with the consent of both parties.

15. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

16. Notices

Whenever this Agreement requires or permits any notice or written request by on part to another, it shall be in writing, enclosed in an envelope, addressed to the party to be notified at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed, and deposited in the United States Mail, as Certified Mail, Return Receipt Requested. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The County will rely on the mailing and email addresses of the Subrecipient as set forth heretofore, as modified from time to time.

17. Defense and Indemnification.

Subrecipient agrees to defend, indemnify, and hold the County, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Subrecipient, its officers, directors, employees, and/or agents relating to the Subrecipient's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

18. Severability.

The parties acknowledge and agree that if any paragraph, provision, or term of this agreement is deemed illegal or void by any court or any other appropriate authority, the remaining provisions of this agreement shall remain in full force and effect.

19. Status of Subrecipient.

Nothing in this contract constitutes an employment relationship between the Subrecipient staff and the County. Subrecipient staff are not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan offered to employees of the County. Nothing in this contract prevents Subrecipient staff from working with others during the length of this Agreement.

Subrecipient shall determine the method, details, and means of performing the work and services to be provided by Subrecipient under this Agreement. Subrecipient shall be responsible to County only for the requirements and results specified in this Agreement and,

except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Subrecipient in fulfillment of this Agreement. Subrecipient has control over the manner and means of performing the services under this Agreement. Subrecipient is permitted to provide services to others during the same period service is provided to County under this Agreement.

20. Assignment.

Subrecipient agrees that this Agreement nor any of the rights, interest, or obligations in it shall be assigned by Subrecipient either whole or in part without the prior written consent of the County.

21. Entire Agreement.

This agreement constitutes the entire agreement between the parties for the **Marion Trunk Sanitary Sewer – Project 7** and shall be binding upon true successors and assignees of the parties to this agreement.

22. Compliance with Applicable Laws and Regulations.

The Subrecipient declares that to its best knowledge, it has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

The Subrecipient and its employees shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing the services under this Agreement, including but not limited to all of the following:

- a. Section 501;
- b. Treasury guidance, including but not limited to, U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions ("Treasury Guidance"), the most recent revision of which is dated November 15, 2021;
- c. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- d. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- e. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;

- f. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- g. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- h. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- i. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- j. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- k. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

23. Publications.

Subrecipient agrees that any publications produced with funds from this award must display the following language:

"This project is being supported, in whole or in part, by federal award number SLFRP0336 awarded to Linn County by the U.S. Department of the Treasury."

24. Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes:

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court of grand jury; and/or
- g. A management official or other employee of Linn County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

25. Seat Belt Use.

Linn County encourages the Subrecipient to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company owned, rented, or personally owned vehicles.

26. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Linn County encourages the Subrecipient to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

27. Certification Regarding Government-Wide Restrictions on Lobbying.

The Subrecipient certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

28. Eligibility.

Subrecipient certifies that neither it nor its principals is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or Contractor. The Excluded Parties List System can be found at <https://www.sam.gov/>.

29. Acknowledgements.

The parties acknowledge and agree that they have carefully read and have had an opportunity to review with legal counsel all the provision of this Agreement, that they completely understand the terms and conditions as set forth in the Agreement, and that they have voluntarily executed this Agreement of their own free will, act, and deed.

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below:

Dated this _____ day of _____, 2023.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

SUBRECIPIENT:

CITY OF MARION, IOWA

Board Chair


Authorized Representative

Date

1/5/23
Date

EXHIBIT A

Statement of Work

Statement of work to include upgrading the existing sanitary sewer trunk line from 8" diameter pipe to 15" diameter pipe to prevent backups and properly convey the sewage to the treatment plant without having to pump during large rain events. The program will operate and follow the attached budget (EXHIBIT A1) as approved and will report to Linn County on a quarterly basis.

Quarterly Reporting Timelines for Project and Expenditures Reports

Year	Quarter	Period Covered	Due Date
2021	4	October 1 - December 31	January 15, 2022
2022	1	January 1 - March 31	April 15, 2022
2022	2	April 1 - June 30	July 15, 2022
2022	3	July 1 - September 30	October 15, 2022
2022	4	October 1 - December 31	January 15, 2023
2023	1	January 1 - March 31	April 15, 2023
2023	2	April 1 - June 30	July 15, 2023
2023	3	July 1 - September 30	October 15, 2023
2023	4	October 1 - December 31	January 15, 2024
2024	1	January 1 - March 31	April 15, 2024
2024	2	April 1 - June 30	July 15, 2024
2024	3	July 1 - September 30	October 15, 2024
2024	4	October 1 - December 31	January 15, 2025
2025	1	January 1 - March 31	April 15, 2025
2025	2	April 1 - June 30	July 15, 2025
2025	3	July 1 - September 30	October 15, 2025
2025	4	October 1 - December 31	January 15, 2026
2026	1	January 1 - March 31	April 15, 2026
2026	2	April 1 - June 30	July 15, 2026
2026	3	July 1 - September 30	October 15, 2026
2026	4	October 1 - December 31	January 15, 2027

EXHIBIT A1

PROJECT: Project 7

LOCATION: Marion, Iowa



	ITEM	DESCRIPTION	TOTAL	UNIT	UNIT PRICE	TOTAL PRICE
	1	Mobilization	1	LS	\$10,505.00	\$10,505.00
	2	Constuction Staking	1	LS	\$2,000.00	\$2,000.00
	3	Traffic Control	1	LS	\$2,000.00	\$2,000.00
	4	Sewer Pipe in Place, Bore	539	LF	\$205.00	\$110,495.00
	5	Sewer Manhole	2	EA	\$12,500.00	\$25,000.00
ENGINEERS ESTIMATE						\$150,000.00

EXIHIBIT B

Mandatory Contract Provisions

The following terms and conditions apply to any sub-grantees, contractors, subcontractors, successors, transferees, and assignees ("Recipient") of federal assistance provided to Linn County by the U.S. Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2011).

1. Compliance with Applicable Laws and Regulations.

The Recipient and its employees shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Agreement, including but not limited to all of the following:

- a. Treasury guidance, including but not limited to, U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions ("Treasury Guidance"), the most recent revision of which is dated November 15, 2021;
- b. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- c. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- d. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- e. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- f. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- g. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- h. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- i. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;

- j. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

2. Publications.

Recipient agrees that any publications produced with funds from this award must display the following language:

"This project is being supported, in whole or in part, by federal award number SLFRP0336 awarded to Linn County by the U.S. Department of the Treasury."

3. Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes:

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;

- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court of grand jury; and/or
- g. A management official or other employee of Linn County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

4. Seat Belt Use.

Linn County encourages the Recipient to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company owned, rented, or personally owned vehicles.

5. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Linn County encourages the Recipient to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

6. Certification Regarding Government-Wide Restrictions on Lobbying.

The Recipient certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Recipient, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

BOARD OF SUPERVISORS

District 1 | **Kirsten Running-Marquardt**

District 2 | **Ben Rogers**

District 3 | **Louis J. Zumbach**

JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

PH: 319-892-5000

LinnCountyIowa.gov



January 11, 2023

Iowa Utilities Board
1375 E. Court Ave.
Des Moines, IA 50319

Dear Board Members:

RE: Wolf Carbon Solutions US LLC, Docket No. HLP-2022-0002

The Linn County Board of Supervisors submits this letter as our written comments on the proposal by Wolf Carbon Solutions US LLC (Wolf) to build and operate a carbon capture pipeline system in Iowa. Wolf's proposed pipeline route includes a roughly 16-mile-long corridor through Linn County starting at the ADM dry corn milling plant in southwest Cedar Rapids and extending east to the county line.

We acknowledge that the use of eminent domain may be suitable for specific, individual public use, public purpose, or public improvement projects. However, we also believe that the authority to take private property for a public use must be limited to projects that serve the entire public and that the unrestrained, unjustified, or improper use of eminent domain undermines private property rights by forcing landowners to grant easements unwillingly. We object strenuously to the use of eminent domain for the proposed Wolf carbon capture pipeline system and urge you to deny its use if Wolf files a request to do so. Wolf claims that its proposed carbon capture system will serve the entire public by providing environmental benefits and helping to achieve carbon reduction goals. However, unlike regulated utilities, carbon capture pipelines are not granted a franchise to provide a service that benefits the entire public in a designated service area. Instead, the pipeline will benefit only private companies, at public expense using federal tax credits, without providing a service to the entire public.

Further, we have serious concerns about the long-term loss to the economic value of agricultural property used by a hazardous liquid pipeline caused by factors including the improper restoration of land and drainage systems, which has previously demonstrated negative effects on long-term soil health and productivity. Additionally, the presence of hazardous liquid pipelines can have severe impacts on the value of residential and commercial property by limiting its use and making it less attractive to buyers.

Finally, and perhaps most importantly, we have deep concerns about the significant risk to the health and safety of the public that the proposed pipeline is purported to benefit. Although we value ADM's important role in the local and regional economy, regarding Wolf's pipeline proposal we believe that the financial and human cost of the health and safety risks to landowners and neighboring residents, schools, and other places of public assembly outweighs the benefit of potential job creation and economic growth.

Thank you for your attention to this letter, we appreciate your time and consideration.

Sincerely,

Ben Rogers

Kirsten Running-Marquardt

Louis J. Zumbach

Purchase Order

#: PO425

1/4/2023

935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5000
LinnCountyIowa.Gov



Vendor

TRUCK COUNTRY
BOX 689930
CHICAGO IL 60695-9930
United States

TOTAL

\$53,544.16

Receive By:

Note: Sales Tax Exempt ID Number 42-6004338

Order Instructions: Please enter our order for the following, subject to the instructions, terms and conditions named herein. **Important** This order expressly limits acceptance to the terms stated herein, and any additional or different terms proposed by the seller are rejected unless assented to in writing. No chemicals accepted without material safety data sheet (MSDS). All orders are FOB Destination unless specifically stated otherwise.

Department	Department Contact	Contact Telephone	Terms
61-ENGINEER	THAD ALEXANDER	(319) 892-6427	

Quantity	Units	Item	Description	Rate	Amount
2		EQUIPMENT - SECONDARY ROADS	EQUIPMENT SURCHARGE AND CHANGE IN MODEL YEAR ON PO115 SINGLE AXLE TRUCKS SURCHARGE FROM TRUCK COUNTRY	\$17,129.00	\$34,258.00
2		EQUIPMENT - SECONDARY ROADS	EQUIPMENT SURCHARGES ON PO115 SINGLE AXLE TRUCKS SURCHARGE FROM HENDERSON	\$9,643.08	\$19,286.16

Memo: SURCHARGES ON NEW TRUCKS PURCHASED ON PO115

Total

\$53,544.16

Bill To

Linn County Engineer
1888 County Home Road
Marion, IA 52302

Ship To

SECONDARY ROAD MAIN SHOP
1944 COUNTY HOME RD
MARION IA
United States



PO425



Date: 12/22/2022

To: Britt Hutchins & Brad Ketels

Re: Single Axle Truck Surcharges

On 4/30/2021 an RFP for two (2) single axle trucks was released by the Linn County Purchasing Department. Quotes were due on 5/14/2021. The low quote was from Truck Country of Cedar Rapids for the amount \$411,846.00 (\$205,923.00 each). Purchase order #PO115 was created on 6/1/2021. The original delivery was scheduled for December 2021. Now they are not due to be built until the fourth quarter of 2023 and both Truck Country and Henderson Truck Equipment are asking for price increases.

Truck Country is asking for the increase due to model year changes and surcharges.

On December 13, 2021 - Freightliner added a surcharge of \$2,900.00 for the 2022 model year due to rising material and labor costs – See Daimler Truck document dated 12/13/2021

On April 19, 2022 - Freightliner added a surcharge of \$6,700.00 for the 2023 model year due to rising material and labor costs – See Daimler Truck document dated 4/19/2022.

There have been other increases and charges that they don't have documentation for. (Example – Model year changes)

Henderson Truck Equipment is asking for the increases due to the extreme increase in material cost from the time the order was quoted. The dump body, sander, cab protector, plow and wing face are all stainless steel. Stainless steel is up 38.5% - See attached Henderson documents - price adjustment detail and dashboard.

The original cost of each truck package was:

Truck Chassis	\$82,992.00 (2021 model year)
Equipment	\$122,931.00
Total	\$205,923.00 each or \$411,846.00 for two (2) trucks

The projected cost of each truck package is:

Truck Chassis	\$100,121.00 (New price for 2024 model year)
Equipment	\$132,574.08 (Price adjustment of \$9,643.08 each or \$19,286.16 for two (2) trucks)
Total	\$232,695.08 each or \$465,390.16 for two (2) trucks



THAD ALEXANDER
Shop Manager
SECONDARY ROAD DEPARTMENT
1944 County Home Road | Marion, IA 52302
Ph: 319-892-6427 | Fax: 319-892-6449
LinnCounty.org

Purchase Order

#: PO427

1/4/2023

935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5000
LinnCountyIowa.Gov



Vendor

THOMPSON TRUCK & TRAILER
INC
7820 6TH ST SW
CEDAR RAPIDS IA 52404
United States

TOTAL

\$18,214.08

Receive By:

Note: Sales Tax Exempt ID Number 42-6004338

Order Instructions: Please enter our order for the following, subject to the instructions, terms and conditions named herein. **Important:** This order expressly limits acceptance to the terms stated herein, and any additional or different terms proposed by the seller are rejected unless assented to in writing. No chemicals accepted without material safety data sheet (MSDS). All orders are FOB Destination unless specifically stated otherwise.

Department	Department Contact	Contact Telephone	Terms
61-ENGINEER	THAD ALEXANDER	(319) 892-6427	

Quantity	Units	Item	Description	Rate	Amount
1		EQUIPMENT - SECONDARY ROADS	EQUIPMENT SURCHARGES ON PO117 TANDEM AXLE TRUCK SURCHARGE FROM HENDERSON	\$13,914.08	\$13,914.08
1		EQUIPMENT - SECONDARY ROADS	EQUIPMENT SURCHARGES ON PO117 TANDEM AXLE TRUCK SURCHARGE FROM THOMPSON TRUCK & TRAILER	\$4,300.00	\$4,300.00

Memo: SURCHARGES ON NEW TRUCK PURCHASED ON PO117

Total

\$18,214.08

Bill To

Linn County Engineer
1888 County Home Road
Marion, IA 52302

Ship To

SECONDARY ROAD MAIN SHOP
1944 COUNTY HOME RD
MARION IA
United States



PO427



Date: 1/4/2023

To: Britt Hutchins

Re: Tandem Axle Truck Surcharges

On 4/30/2021 an RFP for three (3) tandem axle trucks was released by the Linn County Purchasing Department. Quotes were due on 5/14/2022. The low quote was from Thompson Truck for the amount \$823,881.00 (\$274,627.00 each). Purchase order #PO117 was created on 6/1/2021. The original delivery was scheduled for December 2021. Two (2) trucks were delivered in July 2022, the third is not due to be built until the first quarter of 2023 and both Thompson Truck and Henderson Truck Equipment are asking for the same price increases as the first two delivered.

Thompson Truck is asking for the increase due to surcharges.

International added a surcharge of \$4,300.00 due to rising material and labor costs – See email from jkayser@thompsontruck.com dated 4/11/2022

Henderson Truck Equipment is asking for the increases due to the extreme increase in material cost from the time the order was quoted. The dump body, sander, cab protector, plow and wing face are all stainless steel. Stainless steel is up 38.5% - See attached Henderson document.

The original cost of each truck package was:

Truck Chassis	\$112,670.00
Equipment	\$161,957.00
Total	\$274,627.00

The projected cost of each truck package is:

Truck Chassis	\$116,970
Equipment	\$175,871.08
Total	\$292,841.08



THAD ALEXANDER
Shop Manager
SECONDARY ROAD DEPARTMENT
1944 County Home Road | Marion, IA 52302
Ph: 319-892-6427 | Fax: 319-892-6449
LinnCounty.org

Purchase Order

#: PO428

1/6/2023

935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5000
LinnCountyIowa.Gov



Vendor

XCESSORIES SQUARED
DEVELOPMENT & MFG INC
PO BOX 135
AUBURN IL 62615
United States

TOTAL

\$15,627.00

Receive By:

Note: Sales Tax Exempt ID Number 42-6004338

Order Instructions: Please enter our order for the following, subject to the instructions, terms and conditions named herein. **Important:** This order expressly limits acceptance to the terms stated herein, and any additional or different terms proposed by the seller are rejected unless assented to in writing. No chemicals accepted without material safety data sheet (MSDS). All orders are FOB Destination unless specifically stated otherwise.

Department	Department Contact	Contact Telephone	Terms
61-ENGINEER	GARY FRANCK	(319) 892-6400	

Quantity	Units	Item	Description	Rate	Amount
25		TRAFFIC CONTROL - SIGN POSTS	POST - 3" X 4'	\$112.59	\$2,814.75
25		TRAFFIC CONTROL - SIGN POSTS	POST - 2.5" X 12' 12 GAUGE	\$63.69	\$1,592.25
200		TRAFFIC CONTROL - SIGN POSTS	POST - 2" X 12' 12 GAUGE	\$48.25	\$9,650.00
200		TRAFFIC CONTROL - SIGN POSTS	POST - 6' 1.12#	\$7.85	\$1,570.00

Memo: TRAFFIC SIGN POSTS

Total

\$15,627.00

Bill To

Linn County Engineer
1888 County Home Road
Marion, IA 52302

Ship To

SECONDARY ROAD MAIN SHOP
1944 COUNTY HOME RD
MARION IA
United States



PO428

LINN COUNTY SECONDARY ROAD DEPARTMENT
1888 COUNTY HOME ROAD
MARION, IA 52302

Sign Posts
Results
12/2/2022

Specifications per Request for Quote

					Barco Municipal Products, Inc. PO Box 45507 Omaha, NE 68145-0507 (800) 228-2703 barcosales@barco1.com		Iowa Prison Industries 1445 E Grand Ave Des Moines, IA 50316 (515) 725-8706 sara.schnotala@iowa.gov		Republic Companies 737 Charlotte St Davenport, IA (563) 690-2750 mcdermottl@republicco.com		Xcessories Squared PO Box 135, 7350 W St Rt 104 Auburn, IL 62615 (800) 621-7948 rjohnson@x-sqrd.com ; areinert@x-sqrd.com	
No.	Size (in)	Length (ft)	Gauge	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	3	4		25	\$ 73.00	\$ 1,825.00	\$ 144.00	\$ 3,600.00	No Bid		\$ 112.59	\$ 2,814.75
2	2.5	12	12	25	\$ 69.00	\$ 1,725.00	\$ 89.95	\$ 2,248.75			\$ 63.69	\$ 1,592.25
3	2	12	12	200	\$ 57.00	\$ 11,400.00	\$ 70.05	\$ 14,010.00			\$ 48.25	\$ 9,650.00
4		6	1.12#	200	\$ 9.60	\$ 1,920.00	\$ 7.90	\$ 1,580.00			\$ 7.85	\$ 1,570.00
TOTAL						\$16,870.00		\$21,438.75		\$0.00		\$15,627.00

Notes:

Barco bid 7' U channel posts
Barco bid 42" soil anchor in place of 3"x4'

Purchase Order

#: PO429

1/9/2023

935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5000
LinnCountyIowa.Gov



Vendor

ILLOWA CULVERT & SUPPLY CO
PO BOX 43
Low Moor IA 52757
United States

TOTAL

\$88,927.00

Receive By:

Note: Sales Tax Exempt ID Number 42-6004338

Order Instructions: Please enter our order for the following, subject to the instructions, terms and conditions named herein. **Important:** This order expressly limits acceptance to the terms stated herein, and any additional or different terms proposed by the seller are rejected unless assented to in writing. No chemicals accepted without material safety data sheet (MSDS). All orders are FOB Destination unless specifically stated otherwise.

Department	Department Contact	Contact Telephone	Terms
61-ENGINEER	JERAD KELLEY	(319) 892-6430	

Quantity	Units	Item	Description	Rate	Amount
60		CULVERT - CORROGATED METAL	CMP ROUND PIPE - 15"X24'	\$432.00	\$25,920.00
40		CULVERT - CORROGATED METAL	CMP ROUND PIPE - 18"X24'	\$516.00	\$20,640.00
20		CULVERT - CORROGATED METAL	CMP ROUND PIPE - 24"X24'	\$684.00	\$13,680.00
14		CULVERT - CORROGATED METAL	CMP ROUND PIPE - 36"X24'	\$1,032.00	\$14,448.00
6		CULVERT - CORROGATED METAL	CMP ARCH PIPE - 42"X29"X36'	\$1,584.00	\$9,504.00
56		CULVERT - CORROGATED METAL	CMP ROUND BAND - 15"X2'	\$36.00	\$2,016.00
24		CULVERT - CORROGATED METAL	CMP ROUND BAND - 18"X2'	\$43.00	\$1,032.00
13		CULVERT - CORROGATED METAL	CMP ROUND BAND - 24"X2'	\$57.00	\$741.00



PO429

Purchase Order
#: PO429
1/9/2023

935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5000
LinnCountyIowa.Gov



Quantity	Units	Item	Description	Rate	Amount
11		CULVERT - CORROGATED METAL	CMP ROUND BAND - 36"X2'	\$86.00	\$946.00

Memo: CMP CULVERT	Total	\$88,927.00
-------------------	-------	-------------

Bill To
Linn County Engineer
1888 County Home Road
Marion, IA 52302

Ship To
SECONDARY ROAD MAIN SHOP
1944 COUNTY HOME RD
MARION IA
United States



PO429

LINN COUNTY SECONDARY ROAD DEPARTMENT
1888 COUNTY HOME ROAD
MARION, IA 52302

Crossroad Culverts

Contech Engineering Solutions 1112 SE Lorenz Dr Ankeny, IA kagreve79@hotmail.com (563) 357-6694		ILLOWA Culvert & Supply Co PO Box 43 Low Moor, IA 52757 jeffgreve@hotmail.com (800) 499-9293		Metal Culverts, Inc. PO Box 330 Jefferson City, MO 65102 sales@metalculverts.com (573) 636-7312		Northern Iowa Const Products PO Box 631 Cedar Falls, IA 50613 niemannkp@hotmail.com (319) 290-4821	
Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
\$420.00	\$25,200.00	\$432.00	\$25,920.00	\$416.64	\$24,998.40		\$24,192.00
\$540.00	\$21,600.00	\$516.00	\$20,640.00	\$494.88	\$19,795.20		\$20,160.00
\$684.00	\$13,680.00	\$684.00	\$13,680.00	\$662.16	\$13,243.20		\$12,768.00
\$1,140.00	\$15,960.00	\$1,032.00	\$14,448.00	\$1,220.16	\$17,082.24		\$16,934.40
\$1,881.00	\$11,286.00	\$1,584.00	\$9,504.00	\$1,908.36	\$11,450.16		\$11,664.00
\$43.75	\$2,450.00	\$36.00	\$2,016.00	\$34.72	\$1,944.32		\$1,881.60
\$56.25	\$1,350.00	\$43.00	\$1,032.00	\$41.24	\$989.76		\$1,008.00
\$71.25	\$926.25	\$57.00	\$741.00	\$55.18	\$717.34		\$691.60
\$118.75	\$1,306.25	\$86.00	\$946.00	\$101.68	\$1,118.48		\$1,108.80
	\$0.00		\$0.00		\$0.00		\$0.00
	\$93,758.50		\$88,927.00		\$91,339.10		\$90,408.40



Mental Health Hour

Organization: _____

(As You Want It To Appear On All Promotional Material)

Primary Contact: _____

Street Address: _____

Phone: _____

City/State/Zip: _____

Email: _____

Website: _____

Social Media: Please provide any social media handles/links you would like us to use to promote your sponsorship

Instagram: _____

Facebook: _____

Twitter: _____

LinkedIn: _____

TikTok: _____

Other: _____

The Sponsor acknowledges and/or agrees to the following:

1. Living Undeterred, LLC agrees to provide airtime on Living Undeterred Mental Health Hour to acknowledge the support and sponsorship of the Sponsor in consideration of payment by the Sponsor as provided in this contract.
2. Rates for and details of sponsorship shall be as follows:-

Mental Health Question of the week Sponsor

- Campaign Investment: \$50/week
 - This week's Mental Health question is brought to you by CLIENT'S NAME
- Start Date: 1/1/2023 Finish Date: 6/30/2023

3. Living Undeterred will issue invoices via email when an email address has been supplied as part of this contract.
4. Payment is required within 30 days from the issue of monthly invoices. A payment due by date will be shown on each invoice.
5. The wording and placement of sponsorship announcements will be subject to Sponsor's approval before material is broadcast.
6. agrees to use all reasonable care in the presentation of material supplied by the Sponsor but shall not be responsible for any inadvertent errors or misstatements.

Signed by: _____

Signed by: _____

Full Name: _____

Full Name: _____

Position Held: _____

Position Held: _____

Date: _____

Date: _____