



LINN COUNTY BOARD OF SUPERVISORS

District 1 | Kirsten Running-Marquardt

District 2 | Ben Rogers

District 3 | Louis J. Zumbach

REGULAR MEETING AGENDA

Wednesday, September 20, 2023 | 10:00 AM

Formal Board Room | Jean Oxley Public Service Center

935 2nd St. SW, Cedar Rapids, Iowa

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.

Minutes

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

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.

Reports

Receive and place on file Treasurer's (Auto Dept.) Report to the County Auditor Receipts and Disbursements for the Month of August, 2023.

Resolutions

Resolution to dispose of surplus equipment and vehicles and authorize the Secondary Road Department to conduct an online auction at www.publicsurplus.com.

Contract and Agreements

Approve purchase order PO511 for \$7,665.00 to Center for Internet Security, Inc for internet security for Linn County

Approve and sign Iowa Department of Transportation (IDOT) Final Contract Construction Voucher for Project STBG-SWAP-C057(138)--FG-57, for a Portland Cement Concrete (PCC) overlay and roundabout at North Alburnett Rd on County Home Road from N Center Point Road to Bridge #2238.

Approve and sign Iowa Department of Transportation (IDOT) Final Contract Construction Voucher for Project STBG-SWAP-C057(142)--FG-57, for a Portland Cement Concrete (PCC) paving, grading, and replacement on County Home Road at C Avenue Extension roundabout.

Approve and authorize Chair to sign the Contract for Provision of Service Agreement Between Hawkeye Area Community Action Program, Inc. (HACAP) and the Linn County Child Development Center effective September 1, 2023 through August 31, 2026. HACAP will provide up to \$223,004.50 in annual funding for Head Start services and will provide up to \$74,885.96 in annual funding for Early Head Start services for Year One. Funding for subsequent years will be determined by the amount of the Cost of Living Adjustment (COLA).

Approve and authorize the Chair to sign a 2023-24 host site agreement between Linn County and Green Iowa AmeriCorps

Approve and authorize Chair to sign the Iowa Department of Transportation (IDOT) Federal-aid Agreement for a County–State Traffic Engineering Program (C-Step) Project, project no. CST-030-7(221)--4C-57, construction of an offset right turn lane from eastbound US 30 to Cedar River Road.

Licenses & Permits

Approve a Five Day Class C Retail Alcohol License for Peach Cart Co. LLC for Mom's Night Out at Bass Farms, 840 Bass Lane.

Approve Class C Retail Alcohol License for Dharma's, Troy Mills, noting all conditions have been met.

Personnel

Approve and authorize Chair to sign a Vacancy Form requesting a Senior Account Clerk for the Linn County Community Services Core Services department.

Other

Approve a request from the Human Resources Department to carry forward \$13,600.00 from the Fiscal Year 2023 budget to the Fiscal Year 2024 budget.

Approve a request from the Sheriff's Office to carry forward \$393,063.93 from the Fiscal Year 2023 budget to the Fiscal Year 2024 budget.

Regular Agenda

Discuss and decide on a request from the Human Resources Department to carry forward \$20,000 from the Board of Supervisors Fiscal Year 2023 budget to Fiscal Year 2024 budget.

Discuss and decide on a three-year extension to the Ceridian Software agreement from 9/19/2023 to 7/31/2026.

Discuss and decide on a request from the Sustainability Department to carry forward \$20,000 from the Fiscal Year 2023 budget to the Fiscal Year 2024 budget.

Third and final consideration of an Ordinance Amending the Code of Ordinances, Linn County, Iowa, by Amending Provisions in Chapter 107, Unified Development Code, relating to Renewable Energy, Utility-Scale Solar, and Battery Energy Storage Systems.

Discuss and decide on a Resolution to Approve Adopting the Linn County Utility-Scale Solar Scorecard.

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

Approve appointment of township officers and advisory board and commission members.

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.

TREASURER'S (AUTO DEPT.) REPORT TO THE COUNTY AUDITOR
 RECEIPTS AND DISBURSEMENTS
 MONTH OF AUGUST 2023

FUND	RECEIPTS		DISBURSEMENTS		PREVIOUS BAL.	GRAND TOTAL
	CASH BOOK	TRANSFERS	TREAS CKS.	TRANSFERS		
AUTO LICENSE	\$ 3,965,216.00		\$ 3,781,141.30		\$ 3,781,141.30	\$ 3,965,216.00
USE TAX	\$ 3,372,933.45		\$ 3,113,333.11		\$ 3,113,333.11	\$ 3,372,933.45
SURCHARGE	\$ 30,355.00		\$ 26,890.00		\$ 26,890.00	\$ 30,355.00
AMATEUR RADIO	\$ 90.00		\$ 70.00		\$ 70.00	\$ 90.00
BLACK OUT	\$ 62,398.00		\$ 53,678.00		\$ 53,678.00	\$ 62,398.00
BREAST CANCER	\$ 115.00		\$ 65.00		\$ 65.00	\$ 115.00
BRONZE STAR	\$ 35.00		\$ 35.00		\$ 35.00	\$ 35.00
CATTLEMAN	\$ 95.00		\$ 95.00		\$ 95.00	\$ 95.00
CHOOSE LIFE	\$ 35.00		\$ 40.00		\$ 40.00	\$ 35.00
ISU	\$ 297.00		\$ 338.00		\$ 338.00	\$ 297.00
U OF I	\$ 1,091.00		\$ 975.00		\$ 975.00	\$ 1,091.00
UNI	\$ 70.00		\$ 35.00		\$ 35.00	\$ 70.00
OTHER COLLEGE PL	\$ 295.00		\$ 140.00		\$ 140.00	\$ 295.00
PERS PLATE	\$ 1,780.00		\$ 1,819.00		\$ 1,819.00	\$ 1,780.00
DECAL	\$ 5.00		\$ -		\$ -	\$ 5.00
DUCKS UNLTD	\$ 45.00		\$ 50.00		\$ 50.00	\$ 45.00
EDUCATION	\$ 15.00		\$ 10.00		\$ 10.00	\$ 15.00
EMS	\$ -		\$ -		\$ -	\$ -
EV/PHEV	\$ 14,306.07		\$ 13,053.97		\$ 13,053.97	\$ 14,306.07
FALLEN OFFICER	\$ 115.00		\$ 30.00		\$ 30.00	\$ 115.00
FIREFIGHTER	\$ 100.00		\$ 75.00		\$ 75.00	\$ 100.00
FLY OUR COLORS	\$ 1,017.00		\$ 845.00		\$ 845.00	\$ 1,017.00
GOD BLESS	\$ 55.00		\$ 90.00		\$ 90.00	\$ 55.00
GOLD STAR FAMILY	\$ -		\$ 5.00		\$ 5.00	\$ -
HERITAGE	\$ -		\$ -		\$ -	\$ -
IOWA AG LITERACY	\$ 50.00		\$ -		\$ -	\$ 50.00
LEGION OF MERIT	\$ -		\$ -		\$ -	\$ -
LOVE R KIDS	\$ -		\$ 35.00		\$ 35.00	\$ -
MCYCLE RIDER	\$ 55.00		\$ 15.00		\$ 15.00	\$ 55.00
NAT'L GUARD	\$ 10.00		\$ -		\$ -	\$ 10.00
DNR	\$ 3,465.00		\$ 3,790.00		\$ 3,790.00	\$ 3,465.00
ORGAN DONOR	\$ 45.00		\$ 75.00		\$ 75.00	\$ 45.00
PEARL HARBOR	\$ -		\$ -		\$ -	\$ -
POW	\$ -		\$ -		\$ -	\$ -
PROFESSIONAL FIRE	\$ 30.00		\$ 10.00		\$ 10.00	\$ 30.00

RECEIVED
2023 SEP 11 PM 1:28
LINN COUNTY AUDITOR

Prepared by & Return to: Linn County Secondary Road Department, 1888 County Home Road, Marion, IA 52302 (319) 892-6400

RESOLUTION # _____

SALE OF SURPLUS EQUIPMENT

WHEREAS, the Linn County Secondary Road Department is in possession of surplus equipment and vehicles that are of no further serviceable use to Linn County (See Attachment 1 – listing), and;

WHEREAS, it has been determined that disposal of the surplus equipment and vehicles is in the best interest of Linn County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors this date met in lawful session and; authorized the Linn County Secondary Road Department to conduct an online auction of surplus equipment and vehicles at www.publicsurplus.com.

Dated at Cedar Rapids, Linn County, Iowa this __ day of _____, 20__.

Moved by Supervisor _____ Seconded by Supervisor _____
that the above resolution be adopted this ____ day of _____, 20__ by a vote of
_____ aye ____ nay and _____ abstain from voting.

LINN COUNTY BOARD OF SUPERVISORS

Chairperson

Vice-Chairperson

Supervisor

ATTEST:

Linn County Auditor

Attachment 1

- 2005 John Deere 772D – # 35008318
- 2002 Freightliner Single Axle Dump Truck – # 35028181
- 2002 Freightliner Single Axle Dump Truck – # 35178191
- 1,000 Gallon Fuel Tank #1
- 1,000 Gallon Fuel Tank #2
- 1,000 Gallon Fuel Tank #3
- 1,000 Gallon Fuel Tank #4
- 1,000 Gallon Fuel Tank #5
- 1,000 Gallon Fuel Tank #6
- 1,000 Gallon Fuel Tank #7
- 2001 Caterpillar D5C – # 35000229
- 17.5X25 Motor Grader Tires
- 11R22.5 Tires
- 20.5X25 Wheel Loader Wheels
- Building Insulation
- 11R22.5 Wheels – USED
- Trailer Axle with Wheels and 5.30-12 Tires
- Tilt Deck Utility Trailer

Contract 036631

Voucher No. 24 FINAL



Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

STBG-SWAP-C057(138)--FG-57 PAGE 1
PCC Pavement - New / Widen / Repla
LINN COUNTY ENGINEER

DATE LAST VOUCHER 06-20-23
MO. DAY YR.

THIS VOUCHER 6-28-23
MO. DAY YR.

DAYS WORKED			RET. %										
TO DATE	LAST VOUCH.	AUTH.											
246.5	249.0	246.5	3.000	Contractor No. 92722 BARD MATERIALS DYERSVILLE, IA									
ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.		RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING				
ITEM DESCRIPTION													
0010	7656.000	10456.000	Cubic Yd	410	Compl. Last Voucher	000	10456000	000	000				
	EMBANKMENT-IN-PLACE, CONTRACTOR FURNISH				TOTAL TO DATE								
0020	5163.000	5163.000	Cubic Yd	410	Compl. Last Voucher	000	5163000	000	000				
	EXCAVATION, CL 10, RDWY+BORROW				TOTAL TO DATE								
0030	5055.000	5055.000	Cubic Yd	410	Compl. Last Voucher	000	5055000	000	000				
	TOPSOIL, FURN+SPREAD				TOTAL TO DATE								
0040	17210.000	20249.000	Ton	410	Compl. Last Voucher	000	21233720	000	000				
	GRANULAR SHLD, TYPE B				TOTAL TO DATE								
0050	11.690	11.690	Station	441	Compl. Last Voucher	000	11690	000	000				
	SHLD FINISH, EARTH				TOTAL TO DATE								
0060	16621.000	16896.000	Ton	441	Compl. Last Voucher	000	16803950	000	000				
	CHOKE STONE BASE				TOTAL TO DATE								
0070	16356.000	16611.000	Ton	441	Compl. Last Voucher	000	10464750	000	000				
	MACADAM STONE BASE				TOTAL TO DATE								
0080	1679.000	1679.000	Sq Yard	441	Compl. Last Voucher	000	1724810	000	000				
	PAV'T, SCARIFICATION				TOTAL TO DATE								
0090	28860.000	14814.130	Sq Yard	441	Compl. Last Voucher	000	14814130	000	000				
	STD/S-F PCC PAV'T, CL C CL 3, 10"				TOTAL TO DATE								

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

1. DATE PROJECT ENGINEER CERTIFICATION
2. DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
☐ IDOT is not involved in this Farm to Market project.
3. DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
☐ Project records reviewed. ☐ Project records not reviewed. Recommend payment based on the project engineers certification.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

I, _____ the _____
for _____ (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

DATE SIGNED CLAIMANT (CONTRACTOR)

Contract 036631Voucher No. 24 **FINAL****Iowa Department of Transportation**
CONTRACT CONSTRUCTION PROGRESS VOUCHERSTBG-SWAP-C057(138)--FG-57 PAGE 2
PCC Pavement - New / Widen / Repla
LINN COUNTY ENGINEERDATE LAST VOUCHER 06-20-23
MO. DAY YR.THIS VOUCHER 6-28-23
MO. DAY YR.

DAYS WORKED			RET. %										
TO DATE	LAST VOUCH.	AUTH.											
<u>246.5</u>	<u>249.0</u>	<u>246.5</u>	<u>3.000</u>	Contractor No. 92722 BARD MATERIALS DYERSVILLE, IA									
ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.		RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING				
ITEM DESCRIPTION													
0100	444.000	444.000	Sq Yard	441	Compl. Last Voucher	000	444000	000	000				
MEDIAN, PCC, 6"													
					TOTAL TO DATE								
0110	1925.000	1925.000	Ton	442	Compl. Last Voucher	000	2119140	000	000				
HMA HT SURF, 1/2", NO FRIC													
					TOTAL TO DATE								
0120	115.500	115.500	Ton	442	Compl. Last Voucher	000	129590	000	000				
ASPH BINDER, PG 58-28H													
					TOTAL TO DATE								
0130	33587.000	41543.500	Cubic Yd	441	Compl. Last Voucher	000	40143500	000	000				
PCC OVERLAY, FURN ONLY													
					TOTAL TO DATE								
0140	114506.000	109404.500	Sq Yard	441	Compl. Last Voucher	000	109404500	000	000				
PCC OVERLAY, PLACE ONLY													
					TOTAL TO DATE								
0150	373.000	373.000	Ton	441	Compl. Last Voucher	000	260000	000	000				
HMA STRESS RELIEF COURSE													
					TOTAL TO DATE								
0160	20400.000	20400.000	Each	444	Compl. Last Voucher	000	24500000	000	000				
PAY ADJ I/D-PCC PAV'T SMOOTHNESS													
					TOTAL TO DATE								
0170	1000.000	1000.000	Lump Sum	430	Compl. Last Voucher	000	1000000	000	000				
RMVL OF EXIST STRUCT													
					TOTAL TO DATE								
0180	1166.000	1166.000	Ton	430	Compl. Last Voucher	000	939720	000	000				
GRANULAR BACKFILL													
					TOTAL TO DATE								

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 Project approved for payment.

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DATE

SIGNED CLAIMANT (CONTRACTOR)

Contract 036631

Voucher No. 24 **FINAL**



Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

STBG-SWAP-C057(138)--FG-57 PAGE 3
PCC Pavement - New / Widen / Repla
LINN COUNTY ENGINEER

DATE LAST VOUCHER 06-20-23
MO. DAY YR.

THIS VOUCHER 6-28-23
MO. DAY YR.

DAYS WORKED			RET. %										
TO DATE	LAST VOUCH.	AUTH.											
<u>246.5</u>	<u>249.0</u>	<u>246.5</u>	<u>3.000</u>	Contractor No. 92722 BARD MATERIALS DYERSVILLE, IA									
ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.		RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING				
ITEM DESCRIPTION													
0190	<u>943.000</u>	<u>943.000</u>	Cubic Yd	<u>430</u>	Compl. Last Voucher	<u>000</u>	<u>953000</u>	<u>000</u>	<u>000</u>				
	EXCAVATION, CL 20, RDWY PIPE CULV				TOTAL TO DATE								
0200	<u>2.000</u>	<u>2.000</u>	Each	<u>420</u>	Compl. Last Voucher	<u>000</u>	<u>2000</u>	<u>000</u>	<u>000</u>				
	RMV+REINSTALL CONC PIPE APRON GT 36"				TOTAL TO DATE								
0210	<u>84.000</u>	<u>92.000</u>	Linn Ft	<u>420</u>	Compl. Last Voucher	<u>000</u>	<u>92000</u>	<u>000</u>	<u>000</u>				
	CULV, CONC RDWY PIPE, 30"				TOTAL TO DATE								
0220	<u>278.000</u>	<u>278.000</u>	Linn Ft	<u>420</u>	Compl. Last Voucher	<u>000</u>	<u>278000</u>	<u>000</u>	<u>000</u>				
	CULV, CONC RDWY PIPE, 36"				TOTAL TO DATE								
0230	<u>26.000</u>	<u>26.000</u>	Linn Ft	<u>420</u>	Compl. Last Voucher	<u>000</u>	<u>26000</u>	<u>000</u>	<u>000</u>				
	CULV, CONC RDWY PIPE, 42"				TOTAL TO DATE								
0240	<u>188.000</u>	<u>188.000</u>	Linn Ft	<u>420</u>	Compl. Last Voucher	<u>000</u>	<u>94000</u>	<u>000</u>	<u>000</u>				
	RMV+REINSTALL RIGID PIPE CULV LE 36"				TOTAL TO DATE								
0250	<u>94.000</u>	<u>94.000</u>	Linn Ft	<u>420</u>	Compl. Last Voucher	<u>000</u>	<u>214000</u>	<u>000</u>	<u>000</u>				
	RMV+REINSTALL RIGID PIPE CULV GT 36"				TOTAL TO DATE								
0260	<u>6.000</u>	<u>6.000</u>	Each	<u>430</u>	Compl. Last Voucher	<u>000</u>	<u>6000</u>	<u>000</u>	<u>000</u>				
	INTAKE, SW-507				TOTAL TO DATE								
0270	<u>938.000</u>	<u>938.000</u>	Linn Ft	<u>418</u>	Compl. Last Voucher	<u>000</u>	<u>958000</u>	<u>000</u>	<u>000</u>				
	SUBDRAIN, TILE, 4"				TOTAL TO DATE								

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DATE PROJECT ENGINEER CERTIFICATION

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DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
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PCC Pavement - New / Widen / Repla
LINN COUNTY ENGINEERDATE LAST VOUCHER 06-20-23
MO. DAY YR.THIS VOUCHER 6-28-23
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DAYS WORKED			RET. %										
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<u>246.5</u>	<u>249.0</u>	<u>246.5</u>	<u>3.000</u>	Contractor No. 92722 BARD MATERIALS DYERSVILLE, IA									
ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.		RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING				
ITEM DESCRIPTION													
0280	3.000	3.000	Each	418	Compl. Last Voucher	000	3000	000	000				
SUBDRAIN OUTLET, DR-305					TOTAL TO DATE								
0290	144.000	144.000	Linr Ft	418	Compl. Last Voucher	000	158000	000	000				
STORM SWR G-MAIN, TRENCHED, RCP 2000D, 18"					TOTAL TO DATE								
0300	135.000	135.000	Ton	410	Compl. Last Voucher	000	135390	000	000				
EROSION STONE					TOTAL TO DATE								
0310	14550.000	14550.000	Sq Yard	410	Compl. Last Voucher	000	14520000	000	000				
RMVL OF PAV'T					TOTAL TO DATE								
0320	2523.000	2523.000	Linr Ft	410	Compl. Last Voucher	000	2523000	000	000				
CURB+GUTTER, PCC, 2.0'					TOTAL TO DATE								
0330	346.000	346.000	Linr Ft	410	Compl. Last Voucher	000	346000	000	000				
CURB+GUTTER, PCC					TOTAL TO DATE								
0340	26.000	26.000	Each	410	Compl. Last Voucher	000	27000	000	000				
SAFETY CLOSURE					TOTAL TO DATE								
0350	14.000	14.000	Each	492	Compl. Last Voucher	000	14000	000	000				
LIGHTING POLE					TOTAL TO DATE								
0360	9960.000	9960.000	Linr Ft	492	Compl. Last Voucher	000	9960000	000	000				
ELECTRICAL CIRCUIT					TOTAL TO DATE								

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DATE

SIGNED CLAIMANT (CONTRACTOR)

Contract 036631

Voucher No. 24 FINAL



STBG-SWAP-C057(138)--FG-57 PAGE 5
PCC Pavement - New / Widen / Repla
LINN COUNTY ENGINEER

DATE LAST VOUCHER 06-20-23
MO. DAY YR.

THIS VOUCHER 6-28-23
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DAYS WORKED			RET. %	DATE LAST VOUCHER		MO. DAY YR.		THIS VOUCHER		MO. DAY YR.			
TO DATE	LAST VOUCH.	AUTH.											
246.5	249.0	246.5	3.000	Contractor No. 92722 BARD MATERIALS DYERSVILLE, IA									
ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.		RURAL PARTICIPATING		RURAL NON-PARTICIPATING		URBAN PARTICIPATING		URBAN NON-PARTICIPATING	
	ITEM DESCRIPTION												
0370	6.000	6.000	Each	492	Compl. Last Voucher		000		6000		000		000
	HANDHOLE+JUNCTION BOX				TOTAL TO DATE								
0380	1.000	1.000	Each	492	Compl. Last Voucher		000		1000		000		000
	CONTROL CABINET				TOTAL TO DATE								
0390	800.000	800.000	Linr Ft	493	Compl. Last Voucher		000		800000		000		000
	PERFORATED SQUARE STEEL TUBE POST				TOTAL TO DATE								
0400	24.000	24.000	Each	493	Compl. Last Voucher		000		24000		000		000
	PSSTP ANCHOR, BRK-AWAY SOIL INSTALLATION				TOTAL TO DATE								
0410	154.000	154.000	Sq Ft	493	Compl. Last Voucher		000		154000		000		000
	TYPE A SIGN, SHEET ALUM				TOTAL TO DATE								
0420	78.000	78.000	Sq Ft	493	Compl. Last Voucher		000		78000		000		000
	TYPE B SIGN, EXTRUDED ALUM STRUCT PANEL				TOTAL TO DATE								
0430	1468.630	1468.630	Station	442	Compl. Last Voucher		000		1370846		000		000
	PAINTED PAV'T MARK, DURABLE				TOTAL TO DATE								
0440	44.000	44.000	Each	442	Compl. Last Voucher		000		50000		000		000
	PAINTED SYMBOL+LEGEND, DURABLE				TOTAL TO DATE								
0450	15250.000	15250.000	Lump Sum	401	Compl. Last Voucher		000		15250000		000		000
	TRAFFIC CONTROL				TOTAL TO DATE								

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

1. _____
DATE PROJECT ENGINEER CERTIFICATION

2. _____
DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
☐ IDOT is not involved in this Farm to Market project.

3. _____
DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
☐ Project records reviewed. ☐ Project records not reviewed. Recommend payment based on the project engineers certification.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

I, _____ the _____
for _____ (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

DATE SIGNED CLAIMANT (CONTRACTOR)

Contract 036631Voucher No. 24 **FINAL****Iowa Department of Transportation**
CONTRACT CONSTRUCTION PROGRESS VOUCHERSTBG-SWAP-C057(138)--FG-57 PAGE 6
PCC Pavement - New / Widen / Repla
LINN COUNTY ENGINEERDATE LAST VOUCHER 06-20-23
MO. DAY YR.THIS VOUCHER 6-28-23
MO. DAY YR.

DAYS WORKED			RET. %
TO DATE	LAST VOUCH.	AUTH.	
<u>246.5</u>	<u>249.0</u>	<u>246.5</u>	<u>3.000</u>

Contractor No. 92722 BARD MATERIALS DYERSVILLE, IA

ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.		RURAL PARTICIPATING		RURAL NON-PARTICIPATING		URBAN PARTICIPATING		URBAN NON-PARTICIPATING	
0460	<u>738.000</u>	<u>739.778</u>	Sq Yard	<u>442</u>	Compl. Last Voucher		<u>000</u>		<u>739</u>	<u>778</u>		<u>000</u>	<u>000</u>
	PATCH, FULL-DEPTH FINISH, BY AREA				TOTAL TO DATE								
0470	<u>340.000</u>	<u>344.889</u>	Sq Yard	<u>442</u>	Compl. Last Voucher		<u>000</u>		<u>344</u>	<u>889</u>		<u>000</u>	<u>000</u>
	PATCH, FULL-DEPTH FINISH, BY AREA (=>50 FT)				TOTAL TO DATE								
0480	<u>7.000</u>	<u>7.000</u>	Each	<u>442</u>	Compl. Last Voucher		<u>000</u>		<u>10</u>	<u>000</u>		<u>000</u>	<u>000</u>
	PATCH, FULL-DEPTH FINISH, BY COUNT				TOTAL TO DATE								
0490	<u>4.000</u>	<u>4.000</u>	Each	<u>442</u>	Compl. Last Voucher		<u>000</u>		<u>7</u>	<u>000</u>		<u>000</u>	<u>000</u>
	JOINT, ASS'Y, EF				TOTAL TO DATE								
0500	<u>125000.000</u>	<u>125000.000</u>	Lump Sum	<u>401</u>	Compl. Last Voucher		<u>000</u>		<u>125000</u>	<u>000</u>		<u>000</u>	<u>000</u>
	MOBILIZATION				TOTAL TO DATE								
0510	<u>20.900</u>	<u>20.900</u>	Station	<u>401</u>	Compl. Last Voucher		<u>000</u>		<u>16</u>	<u>500</u>		<u>000</u>	<u>000</u>
	MILLED SHLD RUMBLE STRIP, HMA SURF				TOTAL TO DATE								
0520	<u>6.000</u>	<u>6.000</u>	Gallon	<u>401</u>	Compl. Last Voucher		<u>000</u>		<u>6</u>	<u>000</u>		<u>000</u>	<u>000</u>
	ASPH EMULSION-FOG SEAL(SHLD RUMBLE STRIP)				TOTAL TO DATE								
0530	<u>396.700</u>	<u>396.700</u>	Station	<u>401</u>	Compl. Last Voucher		<u>000</u>		<u>481</u>	<u>980</u>		<u>000</u>	<u>000</u>
	MILLED SHLD RUMBLE STRIP, PCC SURF				TOTAL TO DATE								
0540	<u>5000.000</u>	<u>5000.000</u>	Lump Sum	<u>485</u>	Compl. Last Voucher		<u>000</u>		<u>5000</u>	<u>000</u>		<u>000</u>	<u>000</u>
	RR PROT LIAB INSUR FOR CCP/CEDAR RIVER				TOTAL TO DATE								

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

1. DATE PROJECT ENGINEER CERTIFICATION

2. DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
☐ IDOT is not involved in this Farm to Market project.3. DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
☐ Project records reviewed. ☐ Project records not reviewed. Recommend payment based on the project engineers certification.
Project approved for payment.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

I, _____ the _____
for _____ (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

DATE

SIGNED CLAIMANT (CONTRACTOR)

Contract 036631

Voucher No. 24 FINAL



Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

STBG-SWAP-C057(138)--FG-57 PAGE 7
PCC Pavement - New / Widen / Repla
LINN COUNTY ENGINEER

DATE LAST VOUCHER 06-20-23
MO. DAY YR.

THIS VOUCHER 6-28-23
MO. DAY YR.

DAYS WORKED			RET. %	DATE LAST VOUCHER		MO. DAY YR.		THIS VOUCHER		MO. DAY YR.			
TO DATE	LAST VOUCH.	AUTH.											
246.5	249.0	246.5	3.000	Contractor No. 92722 BARD MATERIALS DYERSVILLE, IA									
ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.		RURAL PARTICIPATING		RURAL NON-PARTICIPATING		URBAN PARTICIPATING		URBAN NON-PARTICIPATING	
	ITEM DESCRIPTION												
0550	2.000	2.000	Each	441	Compl. Last Voucher		000		2000		000		000
	('EACH' ITEM)				TOTAL TO DATE								
0560	6.000	6.000	Each	441	Compl. Last Voucher		000		6000		000		000
	('EACH' ITEM)				TOTAL TO DATE								
0570	16.000	16.000	Each	441	Compl. Last Voucher		000		16000		000		000
	('EACH' ITEM)				TOTAL TO DATE								
0580	411.000	411.000	Sq Yard	441	Compl. Last Voucher		000		411000		000		000
	('SQUARE YARDS' ITEM)				TOTAL TO DATE								
0590	9.400	9.400	Acre	448	Compl. Last Voucher		000		19784		000		000
	MULCH				TOTAL TO DATE								
0600	9.400	9.400	Acre	448	Compl. Last Voucher		000		13240		000		000
	SEED+FERTILIZE (RURAL)				TOTAL TO DATE								
0610	40.000	40.000	Linn Ft	448	Compl. Last Voucher		000		14000		000		000
	SILT FENCE				TOTAL TO DATE								
0620	15.000	15.000	Each	448	Compl. Last Voucher		000		000		000		000
	SILT BASIN				TOTAL TO DATE								
0630	40.000	40.000	Linn Ft	448	Compl. Last Voucher		000		000		000		000
	RMVL OF SILT FENCE/SILT FENC-DITCH CHE CK				TOTAL TO DATE								

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

1. _____
DATE PROJECT ENGINEER CERTIFICATION
2. _____
DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
☐ IDOT is not involved in this Farm to Market project.
3. _____
DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
☐ Project records reviewed. ☐ Project records not reviewed. Recommend payment based on the project engineers certification.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

I, _____ the _____
for _____ (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

DATE SIGNED CLAIMANT (CONTRACTOR)

Contract 036631Voucher No. 24 **FINAL****Iowa Department of Transportation**
CONTRACT CONSTRUCTION PROGRESS VOUCHERSTBG-SWAP-C057(138)--FG-57 PAGE 8
PCC Pavement - New / Widen / Repla
LINN COUNTY ENGINEERDATE LAST VOUCHER 06-20-23
MO. DAY YR.THIS VOUCHER 6-28-23
MO. DAY YR.

DAYS WORKED			RET. %										
TO DATE	LAST VOUCH.	AUTH.											
<u>246.5</u>	<u>249.0</u>	<u>246.5</u>	<u>3.000</u>	Contractor No. 92722 BARD MATERIALS DYERSVILLE, IA									
ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.		RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING				
ITEM DESCRIPTION													
0640	<u>15.000</u>	<u>15.000</u>	Each	<u>448</u>	Compl. Last Voucher	<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>				
	RMVL OF SILT BASIN				TOTAL TO DATE								
0650	<u>2337.500</u>	<u>2337.500</u>	Linr Ft	<u>448</u>	Compl. Last Voucher	<u>000</u>	<u>2515000</u>	<u>000</u>	<u>000</u>				
	PERIMETER+SLOPE SEDIMENT CNTL DEVICE, 9"				TOTAL TO DATE								
0660	<u>13.000</u>	<u>13.000</u>	Each	<u>448</u>	Compl. Last Voucher	<u>000</u>	<u>12000</u>	<u>000</u>	<u>000</u>				
	MOBILIZATION, EROSION CONTROL				TOTAL TO DATE								
7001	<u>-19278.000</u>	<u>-19278.000</u>	Sq Yard	<u>441</u>	Compl. Last Voucher	<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>				
	APPLIES TO ITEM 0090 STD/S-F PCC PAV'T, CL C CL 3, 10"				TOTAL TO DATE								
7002	<u>5355.000</u>	<u>5355.000</u>	Cubic Yd	<u>441</u>	Compl. Last Voucher	<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>				
	APPLIES TO ITEM 0130 PCC OVERLAY, FURN ONLY				TOTAL TO DATE								
7003	<u>2800.000</u>	<u>2800.000</u>	Cubic Yd	<u>410</u>	Compl. Last Voucher	<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>				
	APPLIES TO ITEM 0010 EMBANKMENT-IN-PLACE, CONTRACTOR FURNIS				TOTAL TO DATE								
7004	<u>275.000</u>	<u>275.000</u>	Ton	<u>441</u>	Compl. Last Voucher	<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>				
	APPLIES TO ITEM 0060 CHOKE STONE BASE				TOTAL TO DATE								
7005	<u>255.000</u>	<u>255.000</u>	Ton	<u>441</u>	Compl. Last Voucher	<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>				
	APPLIES TO ITEM 0070 MACADAM STONE BASE				TOTAL TO DATE								
7006	<u>240.000</u>	<u>240.000</u>	Cubic Yd	<u>441</u>	Compl. Last Voucher	<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>				
	APPLIES TO ITEM 0130 PCC OVERLAY, FURN ONLY				TOTAL TO DATE								

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

1. DATE PROJECT ENGINEER CERTIFICATION

2. DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
☐ IDOT is not involved in this Farm to Market project.

3. DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
☐ Project records reviewed. ☐ Project records not reviewed. Recommend payment based on the project engineers certification.
Project approved for payment.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

I, _____ the _____
for _____ (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

DATE

SIGNED CLAIMANT (CONTRACTOR)

Contract 036631Voucher No. 24 **FINAL****Iowa Department of Transportation**
CONTRACT CONSTRUCTION PROGRESS VOUCHERSTBG-SWAP-C057(138)--FG-57 PAGE 9
PCC Pavement - New / Widen / Repla
LINN COUNTY ENGINEERDATE LAST VOUCHER 06-20-23
MO. DAY YR.THIS VOUCHER 6-28-23
MO. DAY YR.

DAYS WORKED			RET. %	DATE LAST VOUCHER		MO. DAY YR.		THIS VOUCHER		MO. DAY YR.			
TO DATE	LAST VOUCH.	AUTH.											
246.5	249.0	246.5	3.000	Contractor No. 92722 BARD MATERIALS DYERSVILLE, IA									
ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.		RURAL PARTICIPATING		RURAL NON-PARTICIPATING		URBAN PARTICIPATING		URBAN NON-PARTICIPATING	
	ITEM DESCRIPTION												
7007	8.000	8.000	Linn Ft	420	Compl. Last Voucher		000		000		000		000
	APPLIES TO ITEM 0210 CULV, CONC RDWY PIPE, 30"					TOTAL TO DATE							
7008	864.000	864.000		448	Compl. Last Voucher		000		000		000		000
	APPLIES TO ITEM 8003 2599-9999018 PCC PAVEMENT, 10 IN. PLACE					TOTAL TO DATE							
7009	3039.000	3039.000	Ton	410	Compl. Last Voucher		000		000		000		000
	APPLIES TO ITEM 0040 GRANULAR SHLD, TYPE B					TOTAL TO DATE							
7010	2361.500	2361.500	Cubic Yd	441	Compl. Last Voucher		000		000		000		000
	APPLIES TO ITEM 0130 PCC OVERLAY, FURN ONLY					TOTAL TO DATE							
7011	5232.130	5232.130	Sq Yard	441	Compl. Last Voucher		000		000		000		000
	APPLIES TO ITEM 0090 STD/S-F PCC PAV'T, CL C CL 3, 10"					TOTAL TO DATE							
7012	-5101.500	-5101.500	Sq Yard	441	Compl. Last Voucher		000		000		000		000
	APPLIES TO ITEM 0140 PCC OVERLAY, PLACE ONLY					TOTAL TO DATE							
7013	1.778	1.778	Sq Yard	442	Compl. Last Voucher		000		000		000		000
	APPLIES TO ITEM 0460 PATCH, FULL-DEPTH FINISH, BY AREA					TOTAL TO DATE							
7014	4.889	4.889	Sq Yard	442	Compl. Last Voucher		000		000		000		000
	APPLIES TO ITEM 0470 PATCH, FULL-DEPTH FINISH, BY AREA(>=50 F					TOTAL TO DATE							
7015	1597.500	1597.500		448	Compl. Last Voucher		000		000		000		000
	APPLIES TO ITEM 8003 2599-9999018 PCC PAVEMENT, 10 IN. PLACE					TOTAL TO DATE							

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

- DATE _____ PROJECT ENGINEER CERTIFICATION
- DATE _____ CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
☐ IDOT is not involved in this Farm to Market project.
- DATE _____ DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
☐ Project records reviewed. ☐ Project records not reviewed. Recommend payment based on the project engineers certification.

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I, _____ the _____
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DATE _____

SIGNED CLAIMANT (CONTRACTOR) _____

Contract 036631

Voucher No. 24 FINAL


Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

 STBG-SWAP-C057(138)--FG-57 PAGE 10
 PCC Pavement - New / Widen / Repla
 LINN COUNTY ENGINEER

 DATE LAST VOUCHER 06-20-23
 MO. DAY YR.

 THIS VOUCHER 6-28-23
 MO. DAY YR.

DAYS WORKED			RET. %										
TO DATE	LAST VOUCH.	AUTH.											
246.5	249.0	246.5	3.000	Contractor No. 92722 BARD MATERIALS DYERSVILLE, IA									
ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.		RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING				
ITEM DESCRIPTION													
7016	5232.130	5232.130	Sq Yard	441	Compl. Last Voucher	000	000	000	000				
	APPLIES TO ITEM 0090				TOTAL TO DATE								
	STD/S-F PCC PAV'T, CL C CL 3, 10"												
7017	-5101.500	-5101.500	Sq Yard	441	Compl. Last Voucher	000	000	000	000				
	APPLIES TO ITEM 0140				TOTAL TO DATE								
	PCC OVERLAY, PLACE ONLY												
7018	1.778	1.778	Sq Yard	442	Compl. Last Voucher	000	000	000	000				
	APPLIES TO ITEM 0460				TOTAL TO DATE								
	PATCH, FULL-DEPTH FINISH, BY AREA												
7019	4.889	4.889	Sq Yard	442	Compl. Last Voucher	000	000	000	000				
	APPLIES TO ITEM 0470				TOTAL TO DATE								
	PATCH, FULL-DEPTH FINISH, BY AREA(>=50 F												
7020	1597.500	1597.500		448	Compl. Last Voucher	000	000	000	000				
	APPLIES TO ITEM 8003				TOTAL TO DATE								
	2599-9999018 PCC PAVEMENT, 10 IN. PLACE												
8001	6.000	6.000		448	Compl. Last Voucher	000	6000	000	000				
	TYPE 3 CONNECTORS STORM SEWER OUTLET				TOTAL TO DATE								
8002	64.000	64.000		448	Compl. Last Voucher	000	64000	000	000				
	REMOVE AND REINSTALL RIGID PIPE CULVERT				TOTAL TO DATE								
	LESS THAN OR EQUAL TO 36 IN.												
8003	19278.000	21739.500		448	Compl. Last Voucher	000	21739500	000	000				
	2599-9999018 PCC PAVEMENT, 10 IN. PLACE				TOTAL TO DATE								
	ONLY												
8004	91.444	91.444		448	Compl. Last Voucher	000	295444	000	000				
	DRIVEWAY PC CONCRETE 6 INCHES				TOTAL TO DATE								

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

1. DATE PROJECT ENGINEER CERTIFICATION

2. DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
☐ IDOT is not involved in this Farm to Market project.

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☐ Project records reviewed. ☐ Project records not reviewed. Recommend payment based on the project engineers certification.
 Project approved for payment.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

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SIGNED CLAIMANT (CONTRACTOR)

Contract 036631

Voucher No. 24 FINAL

 Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

STBG-SWAP-C057(138)--FG-57 PAGE 11
PCC Pavement - New / Widen / Repla
LINN COUNTY ENGINEER

DATE LAST VOUCHER 06-20-23
MO. DAY YR.

THIS VOUCHER 6-28-23
MO. DAY YR.

DAYS WORKED			RET. %										
TO DATE	LAST VOUCH.	AUTH.											
246.5	249.0	246.5	3.000	Contractor No. 92722 BARD MATERIALS DYERSVILLE, IA									
ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.		RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING				
ITEM DESCRIPTION													
8005	84.000	84.000		448	Compl. Last Voucher	000	78000	000	000				
	REMOVE & REINSTALL CMP LE 36 IN				TOTAL TO DATE								
8006	384.000	384.000		448	Compl. Last Voucher	000	384000	000	000				
	GUARDRAIL HEIGHT ADJUSTMENT				TOTAL TO DATE								
8007	500.000	500.000		448	Compl. Last Voucher	000	500000	000	000				
	TRAFFIC CONTROL				TOTAL TO DATE								
8008	4.000	4.000		448	Compl. Last Voucher	000	2000	000	000				
	FLAGGERS				TOTAL TO DATE								
8009	1000.000	1000.000		448	Compl. Last Voucher	000	1000000	000	000				
	CONSTRUCTION ENGINEERING				TOTAL TO DATE								
8010	1.000	1.000		448	Compl. Last Voucher	000	1000	000	000				
	REMOVAL OF 30" RCP APRON				TOTAL TO DATE								
8011	9.200	9.200	Station	448	Compl. Last Voucher	000	8320	000	000				
	REMOVAL OF CURB				TOTAL TO DATE								
8012	1.000	1.000	Each	448	Compl. Last Voucher	000	1000	000	000				
	EWO-TRAFFIC CONTROL				TOTAL TO DATE								
8013	1.000	1.000	Each	448	Compl. Last Voucher	000	1000	000	000				
	EWO-MOBILIZATION				TOTAL TO DATE								

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

1. _____
DATE PROJECT ENGINEER CERTIFICATION

2. _____
DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
☐ IDOT is not involved in this Farm to Market project.

3. _____
DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
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CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

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DATE SIGNED CLAIMANT (CONTRACTOR)

Contract 036631Voucher No. 24 FINALIowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHERSTBG-SWAP-C057(138)--FG-57 PAGE 12
PCC Pavement - New / Widen / Repla
LINN COUNTY ENGINEERDATE LAST VOUCHER 06-20-23
MO. DAY YR.THIS VOUCHER 6-20-23
MO. DAY YR.

DAYS WORKED			RET. %
TO DATE	LAST VOUCH.	AUTH.	
<u>246.5</u>	<u>249.0</u>	<u>246.5</u>	<u>3.000</u>

Contractor No. 92722 BARD MATERIALS DYERSVILLE, IA

ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.		RURAL		RURAL		URBAN	
						PARTICIPATING		NON-PARTICIPATING		PARTICIPATING	NON-PARTICIPATING
8014	<u>37.000</u>	<u>37.000</u>	<u>Each</u>	<u>448</u>	Compl. Last Voucher		<u>000</u>	<u>37</u>	<u>000</u>	<u>000</u>	<u>000</u>
	2599-9999005, CD JOINTS				TOTAL TO DATE						
8999	<u>1.000</u>	<u>1.000</u>	<u>Lump Sum</u>	<u>401</u>	Compl. Last Voucher		<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>
	STOCKPILED MATERIALS				TOTAL TO DATE						
					Compl. Last Voucher						
					TOTAL TO DATE						
					Compl. Last Voucher						
					TOTAL TO DATE						
					Compl. Last Voucher						
					TOTAL TO DATE						
					Compl. Last Voucher						
					TOTAL TO DATE						
					Compl. Last Voucher						
					TOTAL TO DATE						
					Compl. Last Voucher						
					TOTAL TO DATE						
					Compl. Last Voucher						
					TOTAL TO DATE						
					Compl. Last Voucher						
					TOTAL TO DATE						
					Compl. Last Voucher						
					TOTAL TO DATE						

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

1. DATE PROJECT ENGINEER CERTIFICATION

2. DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
☐ IDOT is not involved in this Farm to Market project.

3. DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
☐ Project records reviewed. ☐ Project records not reviewed. Recommend payment based on the project engineers certification.
 Project approved for payment.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

I, _____ the _____
 for _____ (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

DATE

SIGNED CLAIMANT (CONTRACTOR)

Doc Express® Document Signing History

Contract: 57-C057-138 Document: Final Voucher (138)

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
08/23/2023	Dan Lawler BARD Materials Electronic Signature (Approved by Contractor (Optional))
09/13/2023	Curtis Logan Linn County Secondary Road Department Electronic Signature (Recommended by Engineer)
09/13/2023	Curtis Logan Linn County Secondary Road Department Electronic Signature (Approved by PIRC (when applicable))
	(Approved by District Materials Engineer (Optional))
	(Approved by Administering Office (DOT))
	(Approved by FHWA (When applicable))

Contract 036632

Voucher No. 14 **FINAL**



Iowa Department of Transportation

CONTRACT CONSTRUCTION PROGRESS VOUCHER

STBG-SWAP-C057(142)--FG-57 PAGE 1
PCC Pavement - New / Widen / Repla
LINN COUNTY ENGINEER

DATE LAST VOUCHER 12-29-22
MO. DAY YR.

THIS VOUCHER 6-28-23
MO. DAY YR.

DAYS WORKED			RET. %
TO DATE	LAST VOUCH.	AUTH.	
<u>240.0</u>	<u>248.0</u>	<u>240.0</u>	<u>3.000</u>

Contractor No. 92722 **BARD MATERIALS DYERSVILLE, IA**

ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.		RURAL PARTICIPATING		RURAL NON-PARTICIPATING		URBAN PARTICIPATING		URBAN NON-PARTICIPATING	
	ITEM DESCRIPTION												
0670	4084.000	4084.000	Cubic Yd	410	Compl. Last Voucher		000	4084	000		000		000
	EMBANKMENT-IN-PLACE				TOTAL TO DATE								
0680	3298.000	3298.000	Cubic Yd	410	Compl. Last Voucher		000	3298	000		000		000
	EXCAVATION, CL 10, RDWY+BORROW				TOTAL TO DATE								
0690	1472.000	1472.000	Cubic Yd	410	Compl. Last Voucher		000	1472	000		000		000
	TOPSOIL, FURN+SPREAD				TOTAL TO DATE								
0700	460.000	460.000	Ton	410	Compl. Last Voucher		000	537	760		000		000
	GRANULAR SHLD, TYPE B				TOTAL TO DATE								
0710	10.900	10.900	Station	441	Compl. Last Voucher		000	10	900		000		000
	SHLD FINISH, EARTH				TOTAL TO DATE								
0720	4058.000	4058.000	Ton	441	Compl. Last Voucher		000	4163	410		000		000
	CHOKE STONE BASE				TOTAL TO DATE								
0730	3666.000	3666.000	Ton	441	Compl. Last Voucher		000	2367	880		000		000
	MACADAM STONE BASE				TOTAL TO DATE								
0740	8342.000	7789.000	Sq Yard	441	Compl. Last Voucher		000	8342	000		000		000
	STD/S-F PCC PAV'T, CL C CL 3, 10"				TOTAL TO DATE								
0750	553.000	553.000	Sq Yard	441	Compl. Last Voucher		000	553	000		000		000
	MEDIAN, PCC, 6"				TOTAL TO DATE								

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

1. DATE PROJECT ENGINEER CERTIFICATION

2. DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
☐ IDOT is not involved in this Farm to Market project.

3. DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
☐ Project records reviewed. ☐ Project records not reviewed. Recommend payment based on the project engineers certification.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

I, _____ the _____
for _____ (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

DATE

SIGNED CLAIMANT (CONTRACTOR)

Contract 036632Voucher No. 14 FINAL
Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

 STBG-SWAP-C057(142)--FG-57 PAGE 2
 PCC Pavement - New / Widen / Repla
 LINN COUNTY ENGINEER

 DATE LAST VOUCHER 12-29-22
 MO. DAY YR.

 THIS VOUCHER 06-28-23
 MO. DAY YR.

DAYS WORKED			RET. %
TO DATE	LAST VOUCH.	AUTH.	
<u>240.0</u>	<u>248.0</u>	<u>240.0</u>	<u>3.000</u>

Contractor No. 92722 BARD MATERIALS DYERSVILLE, IA

ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.		RURAL		RURAL		URBAN		URBAN	
	ITEM DESCRIPTION					PARTICIPATING	NON-PARTICIPATING	PARTICIPATING	NON-PARTICIPATING	PARTICIPATING	NON-PARTICIPATING		
0760	1000.000	1000.000	Lump Sum	430	Compl. Last Voucher		000	1000000		000			000
	RMVL OF EXIST STRUCT				TOTAL TO DATE								
0770	230.000	230.000	Ton	430	Compl. Last Voucher		000	366280		000			000
	GRANULAR BACKFILL				TOTAL TO DATE								
0780	391.000	391.000	Cubic Yd	430	Compl. Last Voucher		000	391000		000			000
	EXCAVATION, CL 20, RDWY PIPE CULV				TOTAL TO DATE								
0790	5.000	5.000	Each	430	Compl. Last Voucher		000	5000		000			000
	INTAKE, SW-507				TOTAL TO DATE								
0800	1.000	0.000	Each	430	Compl. Last Voucher		000	000		000			000
	INTAKE, SW-512, 24"				TOTAL TO DATE								
0810	1047.000	1047.000	Linnr Ft	418	Compl. Last Voucher		000	1212000		000			000
	SUBDRAIN, TILE, 4"				TOTAL TO DATE								
0820	3.000	3.000	Each	418	Compl. Last Voucher		000	3000		000			000
	SUBDRAIN OUTLET, DR-305				TOTAL TO DATE								
0830	247.000	247.000	Linnr Ft	418	Compl. Last Voucher		000	247000		000			000
	STORM SWR GRAVITY MAIN, TRENCHED, 18"				TOTAL TO DATE								
0840	108.000	108.000	Linnr Ft	418	Compl. Last Voucher		000	108000		000			000
	STORM SWR GRAVITY MAIN, TRENCHED, 24"				TOTAL TO DATE								

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

1. DATE PROJECT ENGINEER CERTIFICATION

 2. DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
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☐ Project records reviewed. ☐ Project records not reviewed. Recommend payment based on the project engineers certification.
 Project approved for payment.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

 I, _____ the _____
 for _____ (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

DATE

SIGNED CLAIMANT (CONTRACTOR)

Contract 036632Voucher No. 14 FINAL**Iowa Department of Transportation**
CONTRACT CONSTRUCTION PROGRESS VOUCHERSTBG-SWAP-C057(142)--FG-57 PAGE 3
PCC Pavement - New / Widen / Repla
LINN COUNTY ENGINEERDATE LAST VOUCHER 12-29-22
MO. DAY YR.THIS VOUCHER 6-28-23
MO. DAY YR.

DAYS WORKED			RET. %										
TO DATE	LAST VOUCH.	AUTH.											
	<u>248.0</u>	<u>240.0</u>	<u>3.000</u>	Contractor No. 92722 BARD MATERIALS DYERSVILLE, IA									
ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.		RURAL PARTICIPATING		RURAL NON-PARTICIPATING		URBAN PARTICIPATING		URBAN NON-PARTICIPATING	
ITEM DESCRIPTION					Compl. Last Voucher								
0850	<u>80.000</u>	<u>80.000</u>	Ton	<u>410</u>			<u>000</u>	<u>79580</u>		<u>000</u>		<u>000</u>	
	EROSION STONE				TOTAL TO DATE								
0860	<u>8679.000</u>	<u>8679.000</u>	Sq Yard	<u>410</u>			<u>000</u>	<u>8679000</u>		<u>000</u>		<u>000</u>	
	RMVL OF PAV'T				TOTAL TO DATE								
0870	<u>2625.000</u>	<u>2625.000</u>	Linn Ft	<u>410</u>			<u>000</u>	<u>2712000</u>		<u>000</u>		<u>000</u>	
	CURB+GUTTER, PCC, 2.0'				TOTAL TO DATE								
0880	<u>346.000</u>	<u>346.000</u>	Linn Ft	<u>410</u>			<u>000</u>	<u>346000</u>		<u>000</u>		<u>000</u>	
	CURB+GUTTER, PCC				TOTAL TO DATE								
0890	<u>4.000</u>	<u>4.000</u>	Each	<u>410</u>			<u>000</u>	<u>4000</u>		<u>000</u>		<u>000</u>	
	SAFETY CLOSURE				TOTAL TO DATE								
0900	<u>16.000</u>	<u>16.000</u>	Each	<u>492</u>			<u>000</u>	<u>16000</u>		<u>000</u>		<u>000</u>	
	LIGHTING POLE				TOTAL TO DATE								
0910	<u>11872.000</u>	<u>11872.000</u>	Linn Ft	<u>492</u>			<u>000</u>	<u>11872000</u>		<u>000</u>		<u>000</u>	
	ELECTRICAL CIRCUIT				TOTAL TO DATE								
0920	<u>6.000</u>	<u>6.000</u>	Each	<u>492</u>			<u>000</u>	<u>6000</u>		<u>000</u>		<u>000</u>	
	HANDHOLE+JUNCTION BOX				TOTAL TO DATE								
0930	<u>1.000</u>	<u>1.000</u>	Each	<u>492</u>			<u>000</u>	<u>1000</u>		<u>000</u>		<u>000</u>	
	CONTROL CABINET				TOTAL TO DATE								

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

1. DATE PROJECT ENGINEER CERTIFICATION

2. DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
☐ IDOT is not involved in this Farm to Market project.

3. DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
☐ Project records reviewed. ☐ Project records not reviewed. Recommend payment based on the project engineers certification.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

I, _____ the _____
 for _____ (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

DATE

SIGNED CLAIMANT (CONTRACTOR)

Contract 036632

Voucher No. 14 FINAL


Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

 STBG-SWAP-C057(142)--FG-57 PAGE 4
 PCC Pavement - New / Widen / Repla
 LINN COUNTY ENGINEER

 DATE LAST VOUCHER 12-29-22
 MO. DAY YR.

 THIS VOUCHER 6-28-23
 MO. DAY YR.

DAYS WORKED			RET. %
TO DATE	LAST VOUCH.	AUTH.	
240.0	248.0	240.0	3.000

Contractor No. 92722 BARD MATERIALS DYERSVILLE, IA

ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.		RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING
0940	800.000	800.000	Linr Ft	493	Compl. Last Voucher	000	800000	000	000
	PERFORATED SQUARE STEEL TUBE POST				TOTAL TO DATE				
0950	24.000	24.000	Each	493	Compl. Last Voucher	000	24000	000	000
	PSSTP ANCHOR, BRK-AWAY SOIL INSTALLATI ON				TOTAL TO DATE				
0960	154.000	154.000	Sq Ft	493	Compl. Last Voucher	000	154000	000	000
	TYPE A SIGN, SHEET ALUM				TOTAL TO DATE				
0970	75.000	75.000	Sq Ft	493	Compl. Last Voucher	000	75000	000	000
	TYPE B SIGN, EXTRUDED ALUM STRUCT PANE L				TOTAL TO DATE				
0980	119.760	119.760	Station	442	Compl. Last Voucher	000	121760	000	000
	PAINTED PAV'T MARK, DURABLE				TOTAL TO DATE				
0990	18.400	18.400	Station	442	Compl. Last Voucher	000	16150	000	000
	PAV'T MARK RMVD				TOTAL TO DATE				
1000	8500.000	8500.000	Lump Sum	401	Compl. Last Voucher	000	8500000	000	000
	TRAFFIC CONTROL				TOTAL TO DATE				
1010	25000.000	25000.000	Lump Sum	401	Compl. Last Voucher	000	25000000	000	000
	MOBILIZATION				TOTAL TO DATE				
1020	4.000	4.000	Each	441	Compl. Last Voucher	000	4000	000	000
	('EACH' ITEM)				TOTAL TO DATE				

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

1. DATE PROJECT ENGINEER CERTIFICATION

2. DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
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3. DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
☐ Project records reviewed. ☐ Project records not reviewed. Recommend payment based on the project engineers certification.
 Project approved for payment.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

 I, _____ the _____
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DATE

SIGNED CLAIMANT (CONTRACTOR)

Contract 036632

Voucher No. 14 FINAL



Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

STBG-SWAP-C057(142)--FG-57 PAGE 5
PCC Pavement - New / Widen / Repla
LINN COUNTY ENGINEER

DATE LAST VOUCHER 12-29-22
MO. DAY YR.

THIS VOUCHER 6-28-23
MO. DAY YR.

DAYS WORKED			RET. %	DATE LAST VOUCHER		MO. DAY YR.		THIS VOUCHER		MO. DAY YR.			
TO DATE	LAST VOUCH.	AUTH.											
240.0	248.0	240.0	3.000	Contractor No. 92722 BARD MATERIALS DYERSVILLE, IA									
ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.		RURAL PARTICIPATING		RURAL NON-PARTICIPATING		URBAN PARTICIPATING		URBAN NON-PARTICIPATING	
	ITEM DESCRIPTION												
1030	16.000	16.000	Each	441	Compl. Last Voucher		000		16000		000		000
	('EACH' ITEM)				TOTAL TO DATE								
1040	411.000	411.000	Sq Yard	441	Compl. Last Voucher		000		411000		000		000
	('SQUARE YARDS' ITEM)				TOTAL TO DATE								
1050	2.700	2.700	Acre	448	Compl. Last Voucher		000		2000		000		000
	MULCH				TOTAL TO DATE								
1060	2.700	2.700	Acre	448	Compl. Last Voucher		000		2000		000		000
	SEED+FERTILIZE (RURAL)				TOTAL TO DATE								
1070	5.000	5.000	Each	448	Compl. Last Voucher		000		1000		000		000
	SILT BASIN				TOTAL TO DATE								
1080	5.000	5.000	Each	448	Compl. Last Voucher		000		1000		000		000
	RMVL OF SILT BASIN				TOTAL TO DATE								
1090	1350.000	1350.000	Linr Ft	448	Compl. Last Voucher		000		1350000		000		000
	PERIMETER+SLOPE SEDIMENT CNTL DEVICE, 9"				TOTAL TO DATE								
1100	2.000	2.000	Each	448	Compl. Last Voucher		000		2000		000		000
	MOBILIZATION, EROSION CONTROL				TOTAL TO DATE								
7001	-1.000	-1.000	Each	430	Compl. Last Voucher		000		000		000		000
	APPLIES TO ITEM 0800 INTAKE, SW-512, 24"				TOTAL TO DATE								

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

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CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

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DATE SIGNED CLAIMANT (CONTRACTOR)

Contract 036632Voucher No. 14 **FINAL**
Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

 STBG-SWAP-C057(142)--FG-57 PAGE 6
 PCC Pavement - New / Widen / Repla
 LINN COUNTY ENGINEER

 DATE LAST VOUCHER 12-29-22
 MO. DAY YR.

 THIS VOUCHER 6-28-23
 MO. DAY YR.

DAYS WORKED				RET. %	CONTRACTOR NO.	CONTRACTOR NAME	LOCATION	FCT.	COMPL. LAST VOUCHER	RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING
TO DATE	LAST VOUCH.	AUTH.											
<u>240.0</u>	<u>248.0</u>	<u>240.0</u>	<u>3.000</u>		<u>92722</u>	<u>BARD MATERIALS</u>	<u>DYERSVILLE, IA</u>						
ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE										
	ITEM DESCRIPTION												
7002	<u>-553.000</u>	<u>-553.000</u>	<u>Sq Yard</u>	<u>441</u>				<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>
	APPLIES TO ITEM 0740												
	STD/S-F PCC PAV'T, CL C CL 3, 10"												
8001	<u>5.000</u>	<u>5.000</u>		<u>448</u>				<u>000</u>	<u>5000</u>	<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>
	TYPE 3 CONNECTORS AT STORM SEWER OUTLET												
8002	<u>372.000</u>	<u>372.000</u>		<u>448</u>				<u>000</u>	<u>372000</u>	<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>
	REMOVAL OF FENCE BARBED WIRE												
8003	<u>1.000</u>	<u>1.000</u>		<u>448</u>				<u>000</u>	<u>1000</u>	<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>
	2435-0251230 INTAKE, SW-512, 30IN												
8004	<u>1.000</u>	<u>1.000</u>	<u>Each</u>	<u>448</u>				<u>000</u>	<u>1000</u>	<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>
	EWI-TRAFFIC CONTROL												
8005	<u>1.000</u>	<u>1.000</u>	<u>Each</u>	<u>448</u>				<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>
	EWO-TRAFFIC CONTROL												
8999	<u>1.000</u>	<u>1.000</u>	<u>Lump Sum</u>	<u>401</u>				<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>
	STOCKPILED MATERIALS												

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1.	DATE	PROJECT ENGINEER CERTIFICATION
2.	DATE	CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
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3.	DATE	DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
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		Project approved for payment.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

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DATE

SIGNED CLAIMANT (CONTRACTOR)

Doc Express® Document Signing History

Contract: 57-C057-138 Document: Final Voucher (142)

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
08/23/2023	Dan Lawler BARD Materials Electronic Signature (Approved by Contractor (Optional))
09/13/2023	Curtis Logan Linn County Secondary Road Department Electronic Signature (Recommended by Engineer)
09/13/2023	Curtis Logan Linn County Secondary Road Department Electronic Signature (Approved by PIRC (when applicable))
	(Approved by District Materials Engineer (Optional))
	(Approved by Administering Office (DOT))
	(Approved by FHWA (When applicable))

CONTRACT FOR PROVISION OF SERVICE AGREEMENT BETWEEN

**HAWKEYE AREA COMMUNITY ACTION PROGRAM, INC.
hereinafter “HACAP”**

AND

**LINN COUNTY CHILD DEVELOPMENT CENTER
hereinafter “Provider”**

PURPOSE OF AGREEMENT: This agreement describes the terms of collaborative venture to provide services to children who are dually eligible for both HACAP and the Provider’s Early Childhood Program. (Dually eligible is defined here as children who meet the eligibility requirements of both HACAP Head Start/Early Head Start (HS/EHS) and the Provider.) **This venture involves a “wraparound funding” approach** which combines the use of federal HS/EHS funds (offered by HACAP) and non-federal matching funds (offered by the Provider) to result in sufficient funding to provide a full-day, full-year service for enrolled children. Participating families must document their on-going full-day need (related to employment, enrollment in training/ education or a protective need). Under this venture full-time care is defined as at least 10 hours per day, 50 weeks per year (based on a 12-month year).

CONTRACT TIME PERIOD: Upon signing, this contract will be effective September 1, 2023 and shall be in effect through August 31, 2026.

PARTNERSHIP: Achievement of the goals and objectives of this collaborative venture requires commitment from all levels and persons involved in the program. HACAP HS/EHS encourages and expects philosophical commitment to the HS/EHS goals, and compliance with the terms and conditions of this contract, as well as, compliance with the Head Start Act and all policies, regulations, and guidelines of the Department of Health and Human Services/Administration for Children and Families.

This agreement establishes the conditions under which HACAP will contract with the Provider to provide comprehensive HS/EHS services that meet or exceed Head Start Performance Standards and National Association for the Education of Young Children (NAEYC) Accreditation Criteria. The Provider agrees to perform all activities authorized by this agreement and the federal grant conditions (inclusive of Head Start Performance Standards, Program Instructions, Code of Federal Regulations 45-Administration of Grants, Audit Guide, Head Start guidelines and all other Department of Health and Human Services/Administration of Children and Families directives).

RESPONSIBILITIES OF PARTIES UNDER THIS AGREEMENT:

I. ADMINISTRATION and MANAGEMENT

A. Provider will:

1. Designate appropriate representatives to consistently participate in HACAP HS/EHS Contracted Partnership Committee activities, when scheduled.
2. Ensure the cooperation of the Provider’s employees, policy groups and board members in efforts to monitor, evaluate and provide assistance to the Provider in the conduct of activities contracted under this agreement. All parties will assure access to classrooms and program files for this peer monitoring function, which will be jointly developed by the

partnership.

3. Maintain a full childcare center license through the Iowa Department of Human Services.
4. Assure quality programming either by:
 1. Attaining or retaining NAEYC Accreditation or
 2. Cooperating with an annual HS/EHS Peer Review assessment.If not Accredited, establish a timetable and work towards NAEYC Accreditation.
5. Ensure that teachers in each class serving a HS/EHS enrolled child have an associate, baccalaureate, or advanced degree in early childhood education, or a degree in a related field with experience in teaching preschool children plus a state awarded preschool certificate as required by the Head Start Act, as amended. The Provider will supply HACAP with a copy of the credentials of the classroom staff serving HS/EHS children.
6. Ensure that assistant teacher(s) in each class serving a HS/EHS enrolled child must have a child development associate (CDA) credential; be enrolled in a CDA credential program that will be completed within 2 years; or have an associate or baccalaureate degree (in any area) or be enrolled in a program leading to such a degree as required by the Head Start Act, as amended. The Provider will supply HACAP with a copy of the credentials of the classroom staff serving HS/EHS children.
7. Release Provider staff members who have direct involvement with HS/EHS children to attend HS/EHS in-service training.
8. Maintain personnel records on each of the Provider's employees containing documents specified by Head Start Performance Standards. This applies only to employees involved in providing services to HS/EHS enrolled children.
9. Maintain all financial and program operation records and documents sufficient to document the purpose of this agreement. The Provider will maintain all records during the contract period and for a period of either five (5) years from the date of this agreement expires or is terminated; or one (1) year from the resolution of any outstanding administrative, program, or fiscal audit questions or legal action, whichever is later.
10. Hold HACAP harmless for any and all damages that arise out of any decision, commission, negligence, or other conduct by Provider
11. Maintain adequate liability insurance coverage related to the child development services provided in connection with this contract or provide HACAP with a letter of self-insured status.
12. Work with HACAP staff to develop a Performance Standards Compliance Plan to resolve Head Start Performance Standards' compliance issues.
13. Permit monitoring activities to include, at a minimum, periodic observations of the daily program, conferring with staff and parents, site visits to conduct specific activities and access to all program records related to the activities under this contract. The Provider will ensure the cooperation of the Provider's employees, policy groups and board members in such efforts.

14. Be responsible for seeing that all non-classroom Head Start Performance Standards are met by providing comprehensive services including:

1. Social services to families
2. Parent involvement activities
3. Policy Council representation and participation
4. Health screening and follow-up
5. Services to respond to children's special needs

These comprehensive services will be provided either directly by the Provider or in cooperation with other community resources. In either case, the Provider will adequately document these required services. HACAP and the Provider will use the same eligibility and service provision documentation.

15. Provide program staff, as needed, to: (1) handle needs assessments, referrals and follow-up services for all non-classroom HS/EHS services, (2) assist with the recruitment of children, (3) help families complete applicable HS/EHS enrollment forms for children being placed in the program, and (4) convene and support a site Parent Committee designed to involve parents of HS/EHS enrolled children,
16. Work toward general wage and benefit comparability for the Provider staff that is funded through this agreement, in comparison to current HACAP wages and benefits. The goal of this provision for the Provider's wages/benefits to match or exceed those offered by HACAP for comparable work.
17. Ensure that a Parent Representative to the HACAP Head Start Policy Council is duly elected by the Parent Committee at the Provider's site. The Provider agrees to offer the Parent Representative reasonable support and assistance in understanding and fulfilling his or her role as a member of the Head Start Policy Council.

B. HACAP will:

1. Hold Provider harmless for any and all damages that arise out of any decision, commission, negligence, or other conduct by HACAP.

II. RECRUITMENT/ENROLLMENT/TERMINATION

A. Provider will:

1. Collaborate in the development and implementation of a dual enrollment, dual eligibility system for the children enrolled in the program funded under this agreement, to assure that both HS/EHS and Provider eligibility and enrollment requirements are met.
2. Defer starting a child in a Head Start slot until HS/EHS eligibility has been determined.
3. Follow the HACAP approved plan to enroll children from specifically targeted populations and/or specified catchment areas. The plan shall include accepting enrollment of dually-eligible children from the HACAP HS/EHS Waiting List in the event the center has an opening, which it is unable to fill within 10 working days with a dually-eligible child from its own waiting list.
4. Consider these children and their families dually enrolled in the Provider program and HS/EHS and therefore eligible for all rights, responsibilities and services available to any

non-HS/EHS children and their families in that same program.

5. Insure that HS/EHS families are not charged a fee for HS/EHS classroom services offered in the designated HS/EHS hours during the designated HS/EHS days (see Attachment A).
6. Notify HACAP immediately if the Provider believes it can no longer accommodate a HS/EHS enrolled child or family in the program, for any reason whatsoever. The Provider agrees to participate in an objective review of the disenrollment decision, prior to taking any final action. In the event of disenrollment from the Provider's site, such a child is still considered enrolled in HS/EHS and may be moved to another HS/EHS affiliated site.
7. Notify HACAP immediately if a dually enrolled child has withdrawn or plans to withdraw from the program.
8. Follow-up on child absences and terminations of enrollment to assure that enrolled children are present for at least 85% of their scheduled class days and that open capacity is quickly filled. If the Provider's site has unfilled HS/EHS slots as of September 15 of any year covered under this contract, those unfilled slots, along with the proportionate funding will come back to HACAP. Additionally, if, at any time during the year the Provider has one or more open HS/EHS slots which remain vacant for more than 30 days, these HS/EHS slots along with a proportionate amount of HS/EHS funding will come back to HACAP.
9. Give parents written information on the Provider's established complaint and grievance policy and procedures. The Provider will give HACAP written feedback on the disposition of any HS/EHS parent complain, if the complaint was initially received by HACAP and redirected to the Provider.

B. HACAP will:

1. Notify the Provider immediately if the HS/EHS can no longer accommodate a dually enrolled child and that family in the program for any reason whatsoever. Such child is still considered enrolled in the Provider program and may be moved by the Provider to another Provider slot or program.
2. Notify the Provider immediately if a dually enrolled child is withdrawn from the program.
3. Assume responsibility for convening and supporting a regional Head Start Policy Council which fulfills the Head Start Performance Standards.
4. Refer site-related complaints from parents enrolled at the Provider's site back to the Provider, to be handled as part of the Provider's established complaint and grievance process. HACAP will respond to complaints which allege child abuse, civil rights violations or Americans with Disabilities Act violations in a manner consistent with its legal obligations.

III. CLASSROOM PROGRAM

A. Provider will:

1. Comply with Head Start Performance Standards in the operation of the classroom program funded under this agreement. The Head Start Performance Standards will be integrated with the “Center Accreditation Standards of the National Academy of Early Childhood Programs,” wherever possible to prevent duplication of effort.
2. Use the *Creative Curriculum for Early Childhood* or other written curriculum (approved by the Child Care Partnership) based on sound child development principles about how children grow and learn and *Developmentally Appropriate Practice in Early Childhood Programs* as a framework for the activities offered to the HS/EHS enrolled children at the center.
3. Ensure that the HS/EHS child’s teacher makes no less than two home visits per school year (September 1st through May 31st) to the home of each HS/EHS enrolled child, unless the parents expressly forbid such visits. In this event, a staff-parent conference will be held in place of the home visit.
4. Ensure that, in addition to the two home visits, the HS/EHS child’s teacher conducts staff-parent conferences, as needed, but no less than two per school year (September 1st through May 31st), to enhance the knowledge and understanding of both staff and parents of the educational and developmental progress and activities of the HS/EHS enrolled child.
5. Ensure that the Provider develops a written individual plan for each HS/EHS enrolled child that supports each child’s individual pattern of development and learning. This plan will be shared with the child’s parents and updated periodically throughout the program year.
6. Use the HACAP HS/EHS Education Outcomes Assessment system for each HS/EHS enrolled child.
7. Work actively with HACAP (and other partners) in establishing ongoing, on-site HS/EHS training and technical assistance to meet Head Start Performance Standards including participation in Child Development Associate (CDA) efforts.

B. HACAP will:

1. Work actively with Provider (and other partners) in establishing ongoing, on-site HS/EHS training and technical assistance to meet Head Start Performance Standards, Head Start Act and CLASS domains. HACAP will assist with participation in Child Development Associate (CDA) efforts including meetings and observations, and be available as a resource for other early childhood issues. HACAP will provide technical assistance to the provider on the implementation of the Outcomes Assessment System.
2. HACAP will complete and provide monthly monitoring activity and support.
3. Supply up-to-date HS/EHS resource materials that describe Head Start Performance Standards, Head Start Act and CLASS implementation strategies.
4. Loan the Provider the use of certain HACAP inventoried equipment for the duration of this agreement. The Provider is responsible for care, repair, and, where appropriate, replacement of these items.

IV. PROGRAMMATIC ISSUES

A. Provider will:

1. Maintain strict program confidentiality for all enrolled HS/EHS children and their families. All HS/EHS files must be kept in a locked filing cabinet accessible only to the Provider staff, designated HACAP HS/EHS staff and state or federal officials involved in program monitoring.
2. Insure that HACAP HS/EHS Peer Review Team Members have full access to the Provider center and to HS/EHS files in carrying out their monitoring responsibilities.
3. Consult with HACAP HS/EHS when changing program or personnel policies that could affect provision of HS/EHS services.
4. Establish a Parent Committee for the center which includes families of dually-enrolled children and which fulfills parent involvement requirements specified in Head Start Performance Standards.
5. Participate as a partnership program in, implementing any federally mandated HS/EHS special initiatives, including early literacy and “father-involvement” efforts.
6. Be responsive to any compliance issues identified during federal HS/EHS Peer Review processes and work diligently to resolve these matters to the satisfaction of federal authorities.

B. HACAP will:

1. Work together with the Provider to avoid duplication in offering supportive services to children and families.
2. Consult with the Provider when changing program policies that could affect provision of HS/EHS services.
3. Notify the assigned Provider staff when the family of a dually enrolled child is receiving intensive social services. Meet with the Provider’s designated classroom staff as necessary to share appropriate information about participating families.

V. REPORTS and DOCUMENTATION:

A. Provider will:

1. Submit within 30 days of the signing of this contract:
 - a certificate of insurance or a letter of self-insured status
2. Submit annually as available:
 - A copy of annual licensing visit report
3. Submit monthly:
 - attendance of enrolled children showing date(s) each child was in attendance at the center

- a monthly report that includes needed billing information (HS/EHS share, other federal, & non-federal), awarded slots and average daily attendance rate (for the month & for the program year-to-date).
- reports and documentation of services provided to children and families of dually enrolled children (Child/family documents which have been identified as being a required part of the HS/EHS “Master File” system maintained at the HACAP Corporate Office).

B. HACAP will:

Maintain a HS/EHS “Master File” at the HACAP Corporate Office for audit and federal compliance purposes.

VI. FISCAL

A. Provider will:

1. Assure HACAP that the Provider is not in any way debarred or suspended from receiving federal funds. If at any time during the contract period, the Provider’s ability to receive federal funds changes, the Provider must notify HACAP immediately.
2. Following the billing and programmatic reporting process described in Attachment A.

B. HACAP will:

Pay the provider according to the plan described in Attachment A. Payments shall be limited to once a month.

VII. DISCRIMINATION

No person shall, on the grounds of political or religious affiliation, or because of race, religion, gender, creed, color, veteran status, national origin, or physical or mental disability or sexual orientation be excluded from participating in, be denied the benefits of or be subject to discrimination in the performance of this contract.

VIII. RELIGIOUS ACTIVITIES

1. Funding under this contract may not be expended for any religious items or activities whatsoever. Furthermore, Provider may not engage in sectarian activities of any kind including, but not limited to instruction, worship, or proselytization during the designated Head Start days and hours.
2. Non-sectarian holiday activities, conducted with parent agreement, are acceptable.

IX. POLITICAL ACTIVITY

1. None of the funds, materials, property, services contributed by HACAP HS/EHS or the Provider under this contract shall be used for any partisan political activity to (a) further the election or defeat of any candidate for public office, (b) provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election or (c) any voter registration activity.

2. Nothing in the above statement is intended in any way to inhibit or discourage any party from exercising its lawful rights to attempt to influence legislation pending before Congress as long as the costs are not charged to this contract.

X. ENVIRONMENTAL TOBACCO SMOKE

The Provider agrees to comply with the requirements of Public Law 103-227, Part C. Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act.) The Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18, if the services are funded by a Federal program either directly or through States or local governments, or by a Federal grant, contract, loan or loan guarantee.

XI. BOTH PARTIES:

1. Agree to commit management time in working toward the full development and on-going implementation of the Child Care Partnership (the category of programming under which this agreement falls). It is essential that this include the time of agency directors, throughout the various phases of partnership development and implementation.
2. Will comply with grant requirements and regulations pertaining to the Head Start Expansion Grant, and the Head Start Act, as amended, and all applicable Federal, State and Local laws and regulations.
3. Agree that the Provider's Program Description (Attachment B) is incorporated into the agreement, provided however, that if any item in the Program Plan conflicts with any provision(s) of this agreement, the terms of this agreement govern.
4. Agree that if significant operational problems exist, as an alternative to complete contract termination, a Corrective Work Plan may be implemented detailing required changes in program operation, along with specific timeframes for completing required changes. If a work plan involves forms and processes specific to the HS/EHS program, technical assistance will be offered. Additional monitoring visits and written documentation submitted by the site will be considered in determining whether the terms of the Corrective Work Plan have been met.
5. Agree to acknowledge the partnership between the Provider and HACAP HS/EHS in all public information relating to this joint venture including recruitment efforts, press releases, etc.
6. Understand that no commitment is made to renew this contract after the end of the term of this agreement.
7. Will agree to receive the approval of the other party for participation in any grant or research project conducted on former or current HS/EHS children or their families by an outside agency or organization prior to becoming part of the grant/project.
8. Agree that this agreement shall be construed and enforced in accordance with the laws of the State of Iowa.
9. Acknowledge and agree that if any paragraph, provision, or term of this agreement is deemed illegal or void by any court or other appropriate authority, the remaining provisions of this

contract shall remain in full force and effect.

10. Parties agree that Provider's duties and obligations to HACAP under this contract are subject to continued funding from the US Dept of Health and Human Services for HS/EHS purposes. Provider agrees to take all good faith measures to maintain compliance with the US Dept of Health and Human Services to ensure continued funding.
- 11.
12. Agree that this agreement constitutes the entire agreement between the parties and shall be binding upon true successors and assignees of HACAP, and the administrators, successors, and the assignees of the Provider.
13. Agree that neither party can subcontract their responsibilities to a third party without the expressed written approval from the other party.
14. Agree that this agreement supersedes and replaces the contract that has previously been in effect for any prior timeframe.
15. Reserve the right to review this contract at any time and make mutually agreed upon changes, which will become written, signed amendments to this contract.
16. In the event of termination, all property and equipment on loan, finished or unfinished documents, data, reports prepared by the Provider under this contract shall be disposed of according to HACAP, Code of Regulations, and the Administration for Children and Families (ACF) directives. The Provider shall be entitled to compensation for any unreimbursed expense reasonable and necessarily incurred in satisfactory performance of this Contract up to the amount awarded on Attachment A.
17. Agree that the term "partnership" as used in this agreement, is a descriptive term only. Both parties agree that nothing in this agreement shall be construed as creating or constituting a partnership in any legal context.
18. Agree that this contract and all attachments incorporated by reference constitutes the entire agreement between the parties, and that all prior written or verbal agreements are null and void.

XII. AUTHORIZATION

Each party to this Agreement represents and warrants to the other that:

1. It has the right, power and authority to enter into and perform it's obligations under this Agreement.
2. It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation upon itself and in accordance with its terms.

**Authorized Representative(s) for the Provider Linn
County Child Development Center:**

Signature

Date

Title

Signature

Date

Title

**Authorized Representatives of Hawkeye Area
Community Action Program:**

Jane Drapeaux, Chief Executive Officer

Date

Christi Regan, Head Start/Early Head Start Director

Date

ATTACHMENT A

Parties:

Head Start Grantee: **Hawkeye Area Community Action Program**
1515 Hawkeye Drive
PO Box 490
Hiawatha, IA 52233

Provider: **Linn County Child Development Center (LCCDC)**
1020 6th Street SE
Cedar Rapids, IA 52401

Location of Services: 1020 6th Street SE
Cedar Rapids, IA 52401

Designated times being funded by this contract:

September 1, 2023 through August 31, 2026
7:30 – 5:30 PM (at minimum)

Contract period: September 1, 2023 through August 31, 2026

Funded Enrollment Level: HACAP will co-fund a total of 44 children at LCCDC. HACAP will provide up to \$223,004.50 in annual funding to the Provider for provision of these Head Start services, according to the following terms:

HACAP and LCCDC agree that the contracted enrollment level of 44 children is the maximum for which HACAP will reimburse.

Funded Early Head Start Enrollment Level: HACAP will co-fund a total of 8 Early Head Start children at LCCDC. HACAP will provide up to \$74,885.96 in annual funding to the Provider for provision of these Early Head Start services, according to the following terms:

HACAP and LCCDC agree that the contracted enrollment level of 8 children is the maximum for which HACAP will reimburse.

Method of payment: The following process will be used by the Provider to receive payment under this contract.

Step A –

Head Start Annual Budget: The Provider will submit a budget detailing their total projected annual cost for providing **full-day, full-year** services to the number of Head Start enrolled children specified in their contract with HACAP (Exhibit 1). The Provider will be responsible for covering 50% of this annual cost. HACAP will fund the remaining 50% of annual cost, but will not be responsible for costs beyond \$5,068.28 per child per year.

This annual budget will also be the mechanism for documenting general comparability of wages and benefits to the schedule used by HACAP Head Start. The budget will identify the specific positions and full-time equivalents (FTEs) which were included in the budget. The annual budget will also include planned revenue, equal to the total planned costs. Specifically, the budget will identify (a) planned Head Start revenue (from HACAP), (b) “other federal” revenue (non-Head Start) and (c) planned “non-federal” revenue.

Early Head Start Annual Budget: The Provider will submit a budget detailing their total projected annual cost for providing full-day, full year services to the number of Early Head Start enrolled children specified in their contract with HACAP (Exhibit 1). Early Head Start enrolled will enroll and maintain two daily units of Child Care Assistance which will offset the cost of providing the service. HACAP will fund the remaining \$74,885.69 of annual costs, but will not be responsible for costs beyond \$9,360.71 per child per year.

Step B – Standard monthly billing report based on the annual budget: For billing purposes, the Provider will submit a monthly statement (Exhibit 2) to HACAP including the following:

- Head Start share of month budgeted costs: Total budget in Step A divided by 12 months X 50%
- The remaining 50% of the budget will be from matching sources and the partner will identify what portion of the match is “other federal” and what portion is “non-federal” in the monthly report.
- Early Head Start share of month budgeted costs: Total budget in Step A divided by 12 months
- The average daily attendance rate for the group of Head Start children covered under the partnership contract with both current month and year-to-date information provided.

The Provider may receive an advance of one month’s share of annual operating expense by submitting a written request to HACAP at the beginning of the contract period.

Step C – Year-end reconciliation: At the end of each contract year (September 1 to August 31), the partner agency will submit a final financial report showing the **actual costs** incurred in serving the Head Start enrolled children during the completed year. The information in this financial report will be used for an annual reconciliation process so that HACAP pays: (a) up to, but not more than 50% of the **actual annual cost** of the project, and (b) up to, but not more than \$5,068.28 per child per year.

Year-end Early Head Start reconciliation: At the end of each contract year (September 1 to August 31), the partner agency will submit a final financial report showing the **actual net costs** incurred in serving the Early Head Start enrolled children during the completed year. The information in this financial report will be used for an annual reconciliation process so that HACAP pays: the net cost to provide the service which is limited to not more than \$9,360.71 per child per year.

Any overpayment made to the Provider in Year One or Year Two of this contract will be recovered by an adjustment in the subsequent year’s funding level to the Provider. Any overpayment in Year Three will require a repayment to HACAP for the excess amount.

The year-end report will detail the break out of the actual “other federal” and “non-federal” match contribution for the 12 month reporting period. It will also include the final month and year-to-date average daily attendance data.

It is permissible for Linn County to annually complete a reconciliation of reimbursed expense versus actual expense related to this contract as of June 30th of each year. This will reduce administrative work as the fiscal year used by Linn County and the other funding sources for this project (Iowa Department of Education and Linn County Community Empowerment) each run from July 1 through June 30.

Annual Cost of Living Adjustments: Funding for Year One of this contract will be for the amount specified in the “Funded Enrollment Level” section above (subject to the conditions specified). Funding for subsequent years will be at the Year One base level, plus a percentage increase as

determined by the amount of Cost of Living Adjustment (COLA) funds which HACAP receives in its federal Head Start grant for the year in question.

ATTACHMENT B

PROGRAM DESCRIPTION

For

Contract Period: September 1, 2023 through August 31, 2026

Subcontracting Organization Name: Linn County Child Development Center

Mailing Address: 1020 6th Street SE
Cedar Rapids, IA 52401

Telephone Number: (319) 892-5700

Fax Number: (319) 892-5719

Name and title of persons authorized to sign: Dave Thielen, Executive Director of Linn County Community Services

Name and title of persons complete this Program Plan: Gloria Witzberger, Director of Linn County Child Development Center

Program Schedule:

This program will meet from 6:30 AM to 5:30 PM

X Monday X Tuesday X Wednesday X Thursday X Friday

The first day of class for this contract period will be: September 1, 2023

The last day will be: August 31, 2026

(Full year must meet at least 50 weeks)

Attach copies of the following documentation:

- A. Copy of current Department of Human Services license, or documentation of exemption from licensure, or documentation of legal accreditation through Iowa Department of Education.
- B. Copy of last Department of Human Services Child Day Care licensing visit report.
- C. Copy of NAEYC Accreditation or workplan to accomplish accreditation.
- D. Schedule indicating what days the Provider's program will not be in session or will close early.
- E. Documentation of current participation in the Child and Adult Care Food Program or the School Lunch Program.
- F. One copy of each form that the Provider currently uses for application, physical exam, emergency information, dental exam, child development assessment, parent agreement, child's developmental or health history, etc.
- G. A copy of the program's Parent Handbook and/or copies of any parent oriented documents relating to classroom program policies and procedures.

SAMPLE/DRAFT ANNUAL BUDGET**Exhibit 1****Revenue:**

HACAP Head Start

Other Federal

Non-Federal

Total Revenue

Expense:**Personnel**

Position	FTE	Annual Salary
Total Personnel Costs		

Fringe Benefits**Cost of Fringe Benefits for Personnel Above:**

--

Break out of Fringe Benefit Costs Shown Above:

FICA

Unemployment

Worker's Comp

Health/Dental Insurance

Retirement

Life Insurance

Travel (Out of Area Only)

--

Equipment Costs

--

Supplies

--

Contractual

--

Other (including In Area Travel)

Total Direct Costs

Indirect Charges (if any)

Total

HACAP Head Start Child Care Partnership Monthly Billing Statement/Report

Partner Agency Linn County Child Development Center/Linn County Community Services
Address 1240 26th Avenue Court SW
City, State, Zip Cedar Rapids, IA 52404-3402

Contact Person Cathy Ryan **Phone** 319-892-5603 **Month/Year** _____

Enrollment

Number of contracted Head Start slots at this site: 44
Number of contracted Head Start slots filled this month: _____

VII. Average Daily Attendance

A) Number of class days this month _____
B) Number of contracted HS slots 44
C) Total Number of Potential HS daily units _____ A X B
D) Number of actual daily units of attendance by
Head Start-enrolled children this month _____
E) **Average Daily Attendance this month** _____ (D divided by C)

VIII. Average Daily Attendance Year-To-Date

Month of Service		ADA Rate	Number of Months of Service Provided	Year To Date Average Daily Attendance Rate
September	2023			
October	2023			
November	2023			
December	2023			
January	2024			
February	2024			
March	2024			
April	2024			
May	2024			
June	2024			
July	2024			
August	2024			
Year-To-Date Total				

IX. Monthly Billing Statement

Monthly budgeted cost for services to Head Start enrolled children at this site: \$
Share of monthly cost from:

Other Federal Sources (non-Head Start)	\$	For:
Non-Federal Sources	\$	
Non-Federal In-Kind Contribution	\$	

HACAP Head Start Share of monthly cost (50%) **\$18,583.00**
(monthly amount to be reimbursed by HACAP to partner agency)

“I verify that the information provided above is correct. Please reimburse the partnership site for the HACAP Head Start of monthly costs shown above.”

Authorized Signature

Date

SAMPLE/DRAFT ANNUAL BUDGET**Exhibit 1****Revenue:**

HACAP Early Head Start

Other Federal

Non-Federal

Total Revenue

Expense:**Personnel**

Position	FTE	Annual Salary
Total Personnel Costs		

Fringe Benefits**Cost of Fringe Benefits for Personnel Above:****Break out of Fringe Benefit Costs Shown Above:**

FICA

Unemployment

Worker's Comp

Health/Dental Insurance

Retirement

Life Insurance

Travel (Out of Area Only)

--

Equipment Costs

--

Supplies

--

Contractual

--

Other (including In Area Travel)

Total Direct Costs

Indirect Charges (if any)

Total

HACAP Early Head Start Child Care Partnership Monthly Billing Statement/Report

Partner Agency Linn County Child Development Center/Linn County Community Services
Address 1240 26th Avenue Court SW
City, State, Zip Cedar Rapids, IA 52404-3402

Contact Person Cathy Ryan **Phone** 319-892-5603 **Month/Year** _____

Enrollment

Number of contracted Early Head Start children at this site: 8

Number of contracted Early Head Start children this month: _____

VII. Average Daily Attendance

- A) Number of class days this month _____
- B) Number of contracted Early HS slots 8
- C) Total Number of Potential HS daily units _____ A X B
- D) Number of actual daily units of attendance by Head Start-enrolled children this month _____
- E) **Average Daily Attendance this month** _____ (D divided by C)

VIII. Average Daily Attendance Year-To-Date

Month of Service		ADA Rate	Number of Months of Service Provided	Year To Date Average Daily Attendance Rate
September	2023			
October	2023			
November	2023			
December	2023			
January	2024			
February	2024			
March	2024			
April	2024			
May	2024			
June	2024			
July	2024			
August	2024			
Year-To-Date Total				

IX. Monthly Billing Statement

Monthly budgeted cost for services to Early Head Start enrolled children at this site: \$ _____

Share of monthly cost from:

Other Federal Sources (non-Head Start)	\$	For:
Non-Federal Sources	\$	
Non-Federal In-Kind Contribution	\$	

HACAP Head Start Share of monthly cost \$6,240.47
(monthly amount to be reimbursed by HACAP to partner agency)

“I verify that the information provided above is correct. Please reimburse the partnership site for the HACAP Head Start of monthly costs shown above.”

Authorized Signature

Date

2023-2024 Green Iowa AmeriCorps AmeriCorps Host Site Memorandum of Agreement



THIS AMERICORPS HOST SITE AGREEMENT is executed by and between the UNIVERSITY OF NORTHERN IOWA/GREEN IOWA AMERICORPS, 1227 W 27TH Street, Cedar Falls, IA 50614 and LINN COUTNY, 935 2nd. St. SW, Cedar Rapids, IA 52404.

1. FUNDING SOURCE, POSITIONS, DURATION OF AGREEMENT

1.1 PURPOSE. Green Iowa AmeriCorps is an AmeriCorps State program in the national service network and Iowa AmeriCorps State members are the resource being provided to Host Site. The purpose of this Agreement is to outline the relationship between and responsibilities of Program and Host Site regarding the placement of AmeriCorps Members from the Program at the Host Site.

1.2 FUNDING SOURCE. The funding source for the AmeriCorps member positions that are provided to Host Site is a grant from the *Corporation for National and Community Service (CNCS or Corporation), [Code of Federal Domestic Assistance (CFDA) 94.006] for the Green Iowa AmeriCorps program. Host Site shall comply with the requirements, conditions, and rules of the Corporation, Green Iowa AmeriCorps and any other public or private entity having authority over the funds or the grant.

1.3 DURATION OF AGREEMENT. The agreement shall be in effect for the time period of 09/01/2023 to 08/31/2024 with the ability to enact a no-cost extension up to three months if approved by Volunteer Iowa to allow a Member to complete their term of service.

1.4 AMERICORPS MEMBERS. Green Iowa AmeriCorps was awarded 0 full time ([11 month], 1700 hour) AmeriCorps position(s), 56 three quarter time ([11 month], 1200 hour), and 48 minimum time ([3 month], 300 hour) position(s). The program design will allocate 2 TQT members or its equivalent to each host for the 2023-2024 grant year. Additional members can be requested by a host if they can demonstrate need and capacity. The program will place 2 MT members at each host with MT positions placed based on need and availability at Summer Only host organizations selected annually.

1.5 ELECTRONIC SIGNATURES. Electronic signatures may be acceptable with Program approval if the following conditions are met: 1) A written policy is in effect establishing the use of electronic signature system as your system of record; and 2) A secure, verifiable electronic signature system (a) identifies and authenticates a particular person as the source of the electronic signature; and (b) indicates such person's approval of the information contained in the electronic message. 3) Once appropriate electronic signatures have been applied, no changes may be made unless there is a clear, auditable record of the revision. The use of regular e-mail to communicate approval is not a secure, verifiable electronic signature system.

1.6 CORRECTIONS TO OFFICIAL GRANT DOCUMENTS. Corrections to any official AmeriCorps documents, including Member Service Agreement, Amendments, or other official agreements, must be done properly. For example, a change to a clause/element must have a strike through (line) and, if necessary, the new language written. The revised clause must then include the date and initials of both the Host Site or Program representative and the member. Whiteout or other correcting fluid must never be used, and changes are considered fully executed via signature of BOTH parties.

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2. CONDITIONS FOR ENROLLMENT OF AMERICORPS MEMBER(S)

2.1 ASSIGNED MEMBER SUPERVISION. Host Site agrees to assign a site supervisor(s) who will complete obligations described herein for the duration of the Agreement. Site supervisor shall commit adequate time, support, and effort to perform the responsibilities outlined in Agreement, including training, member supervision, data collection, and reporting. The responsibilities of the site supervisor remain the same, regardless of whether the supervisor is staff of Green Iowa AmeriCorps contractor (See Section 10.2) or neither staff nor contractor but providing supervision without a financial matching obligation.

2.2 CHANGES TO MEMBER SUPERVISION. Host site agrees to notify program two weeks prior to any changes in the person assigned to manage the member(s). Additionally, the host site agrees to allow the new supervisor to attend mandatory site supervisor training, prior to the change in supervision. In cases where this is not possible due to the timing of employee end date, the host site should work to identify a temporary solution for managing members.

Host Site Supervisor contact information can be found on the program's annual contact sheet shared in both Google Drive and Rallyhood. Any changes to Supervisor position by a Host Organization should be updated in the Contact Sheet.

3. ENROLLMENT AND RETENTION REQUIREMENTS

3.1 RECRUITMENT/ENROLLMENT REQUIREMENT. The host must assist with recruitment for all positions for the program's 100% enrollment goal for all AmeriCorps positions and is responsible for generating 50% of their member slots from locally sourced efforts. If the host is unable to assist with recruitment positions, contact Green Iowa AmeriCorps to discuss as soon as possible. Please note failure to recruit/fill member positions will not impact your host site fees but could impact consideration for future host opportunities.

Hosts should focus on local recruitment efforts that focus on diversity, equity and inclusion for applicant representation and participation of diverse groups of people, including people of different genders, races and ethnicities, abilities and disabilities, religions, cultures, ages, and sexual orientations and people with diverse backgrounds, experiences, skills, and expertise.

3.2 RETENTION REQUIREMENT. The program and host site must retain at least 85% of its AmeriCorps positions.

3.3 PROGRAMMATIC CONSEQUENCES OF NONRECRUITMENT, NONENROLLMENT, AND/OR NONRETENTION. Program may elect to retain all the host site fee, if desired, regardless of recruitment or retention by the site. Program will review future requests for AmeriCorps positions against Host Site's prior performance. If Host Site is unable to meet enrollment or retention requirements in a single year, a reduction in member positions for future program years may be applied. If Host Site is unable to meet enrollment or retention requirements over two or more program years, a reduction in member positions will be applied for future program years.

3.4 HIRING MEMBERS. Host sites are allowed and encouraged to hire AmeriCorps member(s) after the member has completed his or her term requirements. Host sites who hire members as staff before the

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member can complete his or her term requirements will receive reduced future awarded AmeriCorps positions. Host Site may be denied future AmeriCorps positions.

4. HOST SITE OBLIGATIONS

4.1 COMPLIANCE WITH LAWS AND REGULATIONS. Host Site shall comply with the Terms and Conditions of the National and Community Service Act, the Corporation's regulations (45 CFR 12501 et seq.), [2023 AmeriCorps State - General Terms and Conditions](#) and [2023 AmeriCorps Specific Terms and Conditions - Specific](#) Agreement is also subject to OMB Circulars 2 CFR 220 - Cost Principles for Educational Institutions; 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Governments; or 2 CFR 230 - Cost Principles for Non-Profit Organizations, as applicable.

4.2 AMERICORPS DOCUMENTS. Program is responsible for retention of all official AmeriCorps grant documents and therefore Host Site should not retain official grant documents. If Host Site wants to retain documents, they must retain a copy and provide the original to Program. Host Site shall permit Program, Volunteer Iowa, and CNCS, to conduct in-person or electronic site visits, access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers and records of Host Site relating to orders, invoices, or payments or any other documentation or materials pertaining to Agreement; this does not include background check records run specifically for the purposes of the Host Site at the expense of the Host Site. Any member record containing personally identifiable information must be managed confidentially, as required by CNCS. Program shall make every effort to access records from Monday through Friday, between the hours of 8:00 am and 5:00 PM Central Standard Time. Such rights shall continue as long as the records are retained by Host Site. Regardless of the method, all records will be managed in accordance with proper records management procedure(s) while they are in the possession of Program. Access to records shall be granted within 72 hours of the request unless other arrangements have been agreed to by Program.

4.3 SUPPORTING DOCUMENTATION. The Host Site shall deliver to Green Iowa AmeriCorps as scheduled or upon request, (i) copies of all contracts or agreements relating to Program, (ii) invoices, receipts, statements or vouchers relating to Program, (iii) member or staff records of files and program performance related to Program, (iv) any other such grant-related documents as requested, in order to verify compliance with applicable state and federal AmeriCorps requirements.

4.4 AMERICORPS ORIENTATION, TRAINING, RESOURCES, AND SUPPORT. Host Site will provide appropriate resources to the AmeriCorps member including, but not limited to (1) office space, supplies, phone, Internet connection, and other physical accommodations as necessary, (2) financial support for member travel, training, and Program orientation, (3) a designated site supervisor with adequate time to provide support and guidance during the service year, (4) integration of the AmeriCorps member into Host Site team, (5) on-site orientation and regular training opportunities, (6) additional benefits as described in position recruitment materials, as applicable and (7) ensure that host sites are supporting and facilitating regular Diversity, Equity, and Inclusion check-ins as part of a member meetings.

4.5 MEMBER COMPENSATION. The living allowance is defined as the amount listed here that is paid directly to the Member by the Program, and the Member is prohibited from accepting additional living allowance payments (including payments in the form of cash or gift cards) directly from the host site. It does not prohibit the member from receiving approved incentives from the Program and/or Host site,

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such as a housing allowance, retention bonus, or a pass for free/reduced parking at the host site location. Host Site should discuss incentive options with Program if this is of interest. This prohibition does not preclude Member from seeking supplemental employment with another entity, provided such employment does not conflict with AmeriCorps service. If Member has supplemental employment with Program/Host Site, service activities must be clearly different from the duties performed as an employee.

4.6 SITE SUPERVISOR ORIENTATION. The host site supervisor agrees to attend an orientation, facilitated by Green Iowa AmeriCorps. The date and location will be provided a minimum of 30 days in advance.

4.7 MEMBER ORIENTATION. The host site agrees to release all AmeriCorps members for an in-person program orientation and other required program training on dates determined by Green Iowa AmeriCorps, communicated 30 days in advance to hosts, when possible. Members are required to attend orientation.

4.8 REQUIRED MEMBER TRAINING & ACTIVITIES. The host site agrees to release AmeriCorps members from service for Days of Service events, program training and retreats, program wide service projects including energy blitz projects, and other events or activities provided by Green Iowa AmeriCorps. Monthly trainings are held on the first and third Wednesday of each month at 9:00 am unless otherwise specified by staff. Days of service include September 11 Day of Service and Remembrance and MLK Day of Service.

4.9 POSTING OF PROHIBITED ACTIVITIES. As required by the AmeriCorps Grant Terms and Conditions, Host Site agrees to post a copy of the Prohibited Activities at each member service site.

4.9 NATIONAL SERVICE AFFILIATION AND AMERICORPS IDENTITY. Green Iowa AmeriCorps is an AmeriCorps State program in the national service network and AmeriCorps members are the resource being provided to the Host Site. Therefore, Host Site shall represent AmeriCorps brands as described in CNCS Branding Guidelines. Host Site should also identify the program as an Iowa AmeriCorps program and members as Iowa AmeriCorps members.

4.10.1 CNCS, BRANDING GUIDELINES. Green Iowa AmeriCorps is an AmeriCorps State program in the national service network and AmeriCorps members are the resource being provided to the Host Site. Therefore, Host Site shall represent AmeriCorps brands as described in the AmeriCorps Terms and Conditions. Host Site should also identify the program as an Iowa AmeriCorps program and members as Iowa AmeriCorps members.

A. AMERICORPS, BRANDING GUIDELINES. Host Site shall follow the branding guidelines of AmeriCorps (<https://americorps.gov/newsroom/communication-resources>).

B. REQUIRED PROGRAM BRANDING. Host Site agrees to (1) ensure that AmeriCorps members always wear AmeriCorps identification during their service hours, (2) properly identify the program as an AmeriCorps program and the members as AmeriCorps members in all communications including but not limited to: public speaking opportunities, press releases, news stories, blog posts, websites, social media posts, online videos, public service announcements, paid advertising, brochures and other communications channels – in all cases individuals must be identified as AmeriCorps members etc., (3)

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provide information to the media during interviews or in-person public appearances, (4) always refer to participants selected to serve as AmeriCorps members, (5) ensure AmeriCorps members include “Green Iowa AmeriCorps Member” in their email signature, and (6) An acknowledgement and disclaimer shall be displayed on all reports and other published materials based upon work supported by the award. The acknowledgement and disclaimer may contain language the same as or similar to: “This material is based upon work supported by AmeriCorps under Grant No(s) 426004333. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, AmeriCorps.” (7) The program also expects all sites to post the Green Iowa AmeriCorps Diversity, Equity, and Inclusion statement in the member office space.

C. ANNOUNCEMENTS. Host Site agrees to publicly announce the partnership and identify Host Site as a location of Program in the statement.

D. PROMOTIONAL STORY. Host Site agrees to promote a story about their AmeriCorps members’ activities with their organization whenever possible.

E. INSURANCE. University represents that it has adequate liability insurance, such protection being applicable to officers, employees, AmeriCorps members and agents while acting within the scope of their employment by University. The University has no liability insurance policy as such that can extend protection to any other person.

5. SITE SUPERVISOR OBLIGATIONS

5.1 MEMBER MANAGEMENT REQUIREMENTS.

- Read and review the Member Position Description(s), follow up with the Program with any questions. Changes to the member service hours, service activities, or changes to term length must be approved by Program, and potentially Volunteer Iowa.
- Conduct a member on-site orientation that communicates Host Site, position requirements and member safety, see section 6.6
- Have regularly scheduled check-ins with members to review their service
- Ensure members attend Required Program trainings and activities as noted in 4.7
- Conduct a member pre-orientation that communicates the program and position requirements with the host
- Facilitate member team meetings
- Ensure a safe space for members to report any issues
- Complete all required member evaluations including mid-term and end of term evaluations
- Adhere to any reasonable accommodations requested and approved by the Program for a member serving at the Host Site

5.2 COMMUNICATION. The site supervisor agrees to serve as a liaison between Host Site and Program. This includes maintaining regular communication with the Program, providing timely response to program related requests, questions, and meeting deadlines as outlined in the Agreement.

5.3 MEMBER PERFORMANCE. Host Site agrees to maintain regular communication regarding member performance issues, such as tardiness, unprofessional language, or violation of Host Site policies. Specifically, Host Site agrees to notify Program in writing in accordance with the following guideline:

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ITEM	REPORTING TIMELINE
Any member injury during service that necessitates filing a worker's comp report	Within 24 hours
Member or site supervisor behavioral issues (arrests, harassment) that may result in immediate dismissal from the program or employment	within 24 hours
Any AmeriCorps member grievance requests	within 24 hours
Any member performing prohibited activities, as defined in Section 8	within 24 hours
Upon the second occurrence of a member failing to report to service without prior approval	within 24 hours
Member request for reasonable accommodation	within 24 hours
Member behavior issues that result in disciplinary action by the member's direct supervisor	within 2 business days
AmeriCorps member's request to be exited for cause, compelling circumstance, or to be suspended	within 2 business days
Member position description or Member Service Agreement amendment requests, or other change that affects the member's service activities in Program	within 3 business days

5.4 AMERICORPS MEMBER SERVICE STATUS. Host Site should communicate to the program as quickly as possible if they become aware of a situation that may result in member needing to take leave from service. This may include medical or emerging issues or may be related to a vacation that extends beyond one week. Program will work with member and Host Site to determine next steps. Lack of or delayed communication related to member situation may result fewer options for positive outcomes for the member.

5.5 TEMPORARY MEMBER LEAVE. Host Site should communicate to the program as quickly as possible if they become aware of a situation that may result in member needing to take leave from service. This may include medical or emerging issues or may be related to a vacation that extends beyond one week. Program will work with member and Host Site to determine next steps. Lack of or delayed communication related to member situation may result fewer options for positive outcomes for the member.

5.6 TERM EXTENSIONS. Member term of service may be extended because of a temporary leave or a compelling situation, which is outside of the member's control; however, no additional living allowance will be paid. Program will work with Host Site and member to ensure the length of extension is reasonable and will allow for a successful exit. Member terms cannot be extended for the sole purpose of completing successfully.

5.7 MEMBER REQUEST FOR REASONABLE ACCOMMODATIONS. Host site must communicate to the program within 24 hours of any member request for a reasonable accommodation. Program will help guide Host Site through the process including identifying if the accommodation is reasonable.

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5.8 REPAYMENT OF OVERPAYMENTS TO MEMBERS. Host site may be required to repay Green Iowa AmeriCorps overpayments made to members that resulted from Host Site's failure to notify Program of a member's departure/time and attendance issues.

5.9 TIMEKEEPING ACCOUNT. The assigned site supervisor(s) will receive access to the OnCorps timekeeping system for the purpose of review and approval of member timesheets.

5.10 MEMBER TIMESHEETS AND TERM MANAGEMENT. The site supervisor(s) must review and approve member timesheets in the assigned timekeeping system within 5 days of the member's submission. Site supervisor(s) should regularly review time sheets to ensure all hours served are allowable and eligible, categorized appropriately (fundraising, direct service and training) and time sheets include all hours served by members. Members may not earn hours for vacation or sick time, or holidays. Attention should be paid to ensure that members are making regular progress toward the completion of their term of service and serving in accordance with their anticipated service schedule. Members' term of service is a combination of the number of service hours and the start and end dates; service is not completed just by finishing the hours listed in their Member Service Agreement. Corrections to time sheets, should errors be identified, must be made within 90-days of the date of the error. Therefore, it is important that site supervisors monitor time sheets regularly and discuss any concerns with Program.

Supervisors should ensure members are using the program timekeeping tracker to provide additional information and support for hours logged in OnCorps for approval and compliance purposes.

5.11 REPERCUSSIONS FOR FAILING TO APPROVE TIMESHEETS. Host Site understands that failure of site supervisor(s) to carefully review and approve time sheets as outlined above may lead to repercussions including but not limited to the site supervisor(s) being replaced or denial of future requests to serve as a host site. Host Site further understands that the member's ability to earn their education award is based on timely approval of member timesheets by the site supervisor(s) and other required exit paperwork.

5.12 HOLIDAY SERVICE. Member should not serve any hours on the major federal holidays – New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas Day. This includes checking emails, self-directed training, or teleservice. If Host Site is open on one of these holidays and members are expected to serve, site supervisor should work with Program to gain approval for this member service prior to the holiday. For any of the other federal holidays, including MLK Day, Presidents Day, Juneteenth, Columbus Day and Veterans Day, Host Site should communicate expectations of member service in advance. If the Host Site is closed on one of more of those lesser holidays (including the day after Thanksgiving or Christmas eve) or the Host Site recognizes other workdays when major federal holidays fall on weekend days, members should not check their email, complete timesheets, or do teleservice on those days either unless they follow the procedure above.

5.13 HOST SITE TIMEKEEPING RESPONSIBILITIES. Host Site may be required to repay to The Program] the cost of any disallowance issued to Program because of the site supervisor's failure to follow the timekeeping requirements, including adequately reviewing member time sheets prior to approving them.

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5.14 HOURLY LIMITS. AmeriCorps members cannot serve more than 14 hours in a day and days over 12 hours are not encouraged. Site supervisor(s) should monitor member service during their term to ensure that members have adequate time to complete their service without serving excessive hours as their term nears its end.

5.15 CERTIFICATION OF MEMBER ACTIVITIES. By approving the timesheet, site supervisor certifies all AmeriCorps member service, training, and fundraising hours as true and correct and ensures hours do not include any service activities prohibited by law, regulation, or grant terms and conditions. Further, Host Site understands that a knowing and willful false certification by the member or site supervisor on the timesheet can be punished under federal law (Section 1001 of Title 18, USC). Therefore, if there are questions or concerns with member timesheets, site supervisors must return the timesheet in the timekeeping system for the member to make corrections before they approve it. Host Site is notified that all member timesheets must be approved prior to member release or exit from service.

5.16 MEMBER EVALUATIONS. Host Site must complete an evaluation of each member's term of service. Members who do not receive an evaluation are not eligible for their education award and will be exited for cause. Host Site must complete a mid-term evaluation of each FT, TQT, and HT member, as well as any other less-than HT members (RHT, QT, MT, AT) that serve over a period of 9 months or more, within a reasonable period of the mid-date of the member term. Host Site must complete an end-of-term evaluation of each member and submit it to Program within 14 days of the member's last day of service as indicated on the Member Service Agreement (MSA). Evaluations must be signed and dated by both the member and site supervisor. If a Member leaves for Cause and the Program cannot obtain their signature after due diligence, the evaluation will be consider valid without signature upon addition Program staff review. An evaluation is not required for any Member who exit the program serving a total of 30 days or less.

6. ADDITIONAL HOST SITE REQUIREMENTS

6.1 ALLOWABLE SERVICE. Host Site must place members in positions that adhere to the requirements established in this Agreement and described in the Member Position Description guidelines. Position descriptions must be approved by Program prior to placing a member into the position. Service hours related to activities that are deemed prohibited or unallowable by Program, Volunteer Iowa, or CNCS, will not count toward the AmeriCorps member's term of service. In addition, hours served before or after the service period outlined in the MSA or prior to completion of a National Service Criminal History Check (NSCHC) are not allowable.

6.2 MEMBER POSITION DESCRIPTION (MPD) APPROVAL. Host Site must submit draft position descriptions to Green Iowa AmeriCorps utilizing the templates provided by the Program by deadline communicated by Program. The Program will give Host Site 30 days' notice of deadline. Host Site agrees to ask Program for assistance with the development of the member position description if needed. Program will provide Host Site with a Member Position Description Template (MPD).

Commented [JM1]: Is there a time by which you need the host site to provide the MPD?

6.3 MEMBER POSITION DESCRIPTION CONTENT. MPD must include, at a minimum, the following elements:

- Description of service activities that align with those outlined in the approved grant.

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- Member activities cannot replace current staff or volunteer activities (see Sections 8.5 and 8.6 below). Member position descriptions must include service activities that are new or expand on current staff/volunteer activities. Member's primary duties should be direct service or capacity building activities, not administrative services.
- Member service activities should provide an opportunity for the member to be challenged and take responsibility for new programs/projects and grow their skills.
- Service activities should be sufficiently detailed to clarify expectations and help members understand their role in the organization. Avoid vague terms or descriptions of tasks.
- Use of the AmeriCorps vernacular – for example: service, support, member, enroll, instead of terms like work, assist, hire or employee.
- An anticipated service schedule that outlines a pathway for the member to complete his/her/their term of service successfully within the service period of their MSA, while meeting the needs of the community. Members are expected to serve primarily within their anticipated service schedule.
 - The schedule should be sufficiently detailed so that the member and anyone else reviewing the schedule could anticipate when the member would be serving and see the total number of hours per week the member would be expected to serve.
 - The service schedule should indicate whether the member is expected to regularly serve on evenings, weekends, and holidays or at other special events when longer than normal hours would be expected.

If the need for service changes and the member's service schedule or activities are impacted, the Host Site should contact Program to have the MPD updated.

6.4 DISASTER SERVICE. Members are allowed to serve in times of disasters. Deployments to disasters should be done in accordance with Program's disaster policy. If members and/or site supervisors have questions about an individual member's deployment to local disasters, they should review Program policy and check with Program's staff. Members are prohibited from self-deploying to any disaster; however, they may volunteer on their own time.

6.5 MEMBER SAFETY. Host Site is required to take reasonable steps to ensure member safety during service. Host Site is expected to conduct appropriate background and reference checks on the site supervisor(s) and other staff working with the AmeriCorps member(s) and beneficiaries of Green Iowa AmeriCorps activities, in accordance with the National Service Criminal History Check requirements and Host Site's own organizational policies. Site supervisor(s) should be trained in member safety, including the use and availability of CPR, first aid kits and portable defibrillators (if available) and the location of storm shelters. Members should also be provided with this information during their onsite orientation. Host Site should also have a plan for site and personal health-related safety concerns.

Host Site should also consider safety precautions for service activities and projects, as needed that may include things such as time of day, lighting and location, seasonal weather issues, road conditions, and appropriate safety protocols for service activities (including attendance of trained personnel).

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6.6 PUBLIC HEALTH EMERGENCIES AND MEMBER SAFETY. To protect member safety, Host Site is expected to follow relevant federal, state, or local health and safety laws, rules, and regulations. This may include social distancing, wearing of masks (or other protective gear), providing the opportunity to serve from an alternate location on a temporary basis, and required quarantine or isolation in cases of positive tests or exposure, etc. These guidelines may change based on a variety of factors. Therefore, the Host Site is encouraged to regularly check the CDC website for the most recent guidance and Program will send notification of significant changes in CDC recommendations that impact member service. If Host Site intends to pursue mandatory vaccination for member(s), the Host Site must obtain approval from Program.

6.7 UPHOLD PROGRAM DIVERSITY, EQUITY & INCLUSION POLICIES & PROCEDURES. Host sites must ensure a work environment that is safe for members to show up as their authentic selves regardless of sex, race, creed, orientation, age, gender expression, religion, national origin, migratory status, disability/abilities, political affiliation, veteran status and socioeconomic background. Examples include the use of a members Pronouns, a clear path of communication as a host if an issue arises surrounding discrimination, and each site's active role in continuing to grow in their own diversity, equity, and inclusion practices as an agency.

7. REPORTING

7.1 REPORTING DEADLINES. Host Site must ensure that required program reports are submitted according to Program deadlines noted in Section 7.3.

7.2 REPORTS. The host site supervisor understands that they must complete and/or support their AmeriCorps members in completing the reports described in the Agreement and due in Google Documents.

7.3 REPORTING TIMELINE. Below is a timeline for reports described in the Agreement.

ITEM	REPORTING TIMELINE	DATE DUE
Position Description	TBD	TBD
Quarterly Performance Measure Report	09/15/23-12/31/23	1/13/24
Quarterly Performance Measure Report	01/01/24-03/31/24	4/13/24
Quarterly Performance Measure Report	04/01/24-06/30/24	7/13/24
Quarterly Performance Measure Report	07/01/24-08/31/24	TBD
Midterm Evaluations (FT, TQT, HT only)	TBD	TBD

8. PROHIBITED ACTIVITIES

8.1 PROHIBITED ACTIVITIES. (45 CFR§§ 2520.65) While charging time to the Green Iowa AmeriCorps accumulating service or training hours, or otherwise performing activities associated with the Green Iowa AmeriCorps or the Corporation for National and Community Service, members and volunteers recruited by members may not engage in the following activities:

1. Attempting to influence legislation.
2. Organizing or engaging in protests, petitions, boycotts, or strikes.
3. Assisting, promoting, or deterring union organizing.

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4. Impairing existing contracts for services or collective bargaining agreements.
5. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials.
7. Engaging in religious instruction; conducting worship services; providing instruction as part of a program that includes mandatory religious instruction or worship; constructing or operating facilities devoted to religious instruction or worship; maintaining facilities primarily or inherently devoted to religious instruction or worship; or engaging in any form of religious proselytization.
8. Providing a direct benefit to
 - a. A business for profit;
 - b. A labor union
 - c. A partisan political organization
 - d. A non-profit entity that fails to comply with restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative;
 - e. An organization engaged in religious activities as described above (7) unless Corporation assistance is not used to support those religious activities.
9. Conducting voter registration drive or using CNCS funds to conduct a voter registration drive.
10. Providing abortion services or referrals for receipt of such services.
11. Other such activities as CNCS/Volunteer Iowa may prohibit. In addition to the above activities, the below activities are additionally prohibited:
 - Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours.
 - Election and Polling Activities. AmeriCorps member may not provide services for election or polling locations or in support of such activities.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above.

8.2 RIGHTS AS A PRIVATE CITIZEN. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo or identify as an AmeriCorps member while engaging in any of the above activities on their personal time.

8.3 FUNDRAISING. (45 CFR§§ 2520.40) AmeriCorps members may raise resources directly in support of the Green Iowa AmeriCorps' service activities. Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:

1. Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
2. Writing a grant proposal to a foundation to secure resources to support the training of volunteers;

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3. Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
4. Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;
5. Seeking donations from alumni of the program for specific service projects being performed by current members.

8.4 FUNDRAISING LIMITATIONS. (45 CFR §§ 2520.45) An AmeriCorps Member may spend no more than 10 percent of his/her/their originally agreed-upon term of service, as reflected in the Member Service Agreement, performing fundraising activities.

AmeriCorps members may not:

1. Raise funds for his/her living allowance; raise funds for an organization's general operating expenses, general fund or endowment;
2. Write a grant application for funding provided by a federal agency including CNCS grant proposals such as: Days of Service grants, AmeriCorps VISTA, Summer VISTA Associates, the Corporation for National Community Service grant proposals, and AmeriCorps grants.

8.5 NON-DUPLICATION. (45 CFR §§ 2540.100E) Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of 45 CFR §§ 2540.100F [See below: Non-Displacement] are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

8.6 NON-DISPLACEMENT. (45 CFR §§ 2540.100F)

- A. An employer [Host Site] may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of Member in a program receiving Corporation assistance.
- B. An organization may not displace a volunteer by using a Member in a program receiving Corporation assistance.
- C. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
- D. Member in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
- E. Member in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that— (i) Will supplant the hiring of employed workers; or (ii) Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
- F. Member in any program receiving assistance may not perform services or duties that have been performed by or were assigned to any— (i) Presently employed worker; (ii) Employee who recently resigned or was discharged; (iii) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable

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personnel procedures; (iv) Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or (v) Employee who is on strike or who is being locked out.

9. USES AND LIMITS OF AMERICORPS POSITIONS

9.1 SERVICE LIMITS. Individuals may serve multiple terms of AmeriCorps service, including AmeriCorps, VISTA and NCCC. Host Site should consult with Program and member on how many previous AmeriCorps terms they have served to ensure they do not exceed the limits for AmeriCorps State and National.

9.2 REFILLING MEMBER POSITIONS. The following conditions, established by CNCS, must be adhered to by all AmeriCorps Programs regarding refill of member slots vacated by members who exit early. Host Site must note that once a member is released from service with a partial education award, the remaining portion of that award is not available for use. Host Site acknowledges that Program has the final say in refilling all AmeriCorps positions. Host Site may not refill the same slot more than once.

9.3 REFILL DEADLINES. Refills must occur prior to November 30 for full-time members and April 1 for half-time members. These dates are subject to change based upon changes made by CNCS and/or Volunteer Iowa. The final decision related to whether positions will be refilled belong to Green Iowa AmeriCorps.

9.4 MEMBER ENROLLMENT. Host Site understands that Program may reduce or renegotiate the awarded member slots at any time if Host Site is unable to fill its awarded AmeriCorps slots.

10. HOST SITE FINANCIAL COMMITMENT

10.1 HOST SITE FEE. Host Site shall contribute the following host site fee to Program in support of placement of the members outlined in section 1.3. Host Sites may incur an additional host site fee for refill positions or additional positions. The payment (in the case of cash match) or submission of supporting documentation (in the case of in-kind match) is to be made in full annually beginning in September 2023 unless a different payment schedule is agreed upon by all parties.

Type of Financial Support	Amount of Support	Source of Funds	Amount of Funds
Cash Match	100%	Determined by Host, Non-Federal	\$10,000 total per service year

10.2. HOST SITE FEE REFUNDS. Host site fees will only be pro-rated if the Host Site was able to effectively fill 50% of their required member slots and the Program was unable to fill 50% of its required slots. For example, if a Host Site effectively filled two of the four positions allocated to their site through Host Site recruitment efforts but the Program was unable to fill the remaining two positions or its equivalent, the Host Site would be eligible to request a pro-rated cash match amount. No in-kind match documentation is currently required by hosts for the 2023-2024 service year. If the Program determines that in-kind match is needed from Host Sites to meet the overall match requirements of the program for the 2023-2024 grant year, Host Sites will be notified 60 days in advance. Requirements for in-kind match may include the documentation of Site Supervisor time, etc. A Host Site amendment will be executed as needed if in-kind requirements change.

Commented [JM2]: Is this in equal increments beginning in September?

Commented [JM3]: Is it \$10K for a single member? A group? Can you provide details please

Commented [JM4]: 2023-2024?

2023-2024 Green Iowa AmeriCorps AmeriCorps Host Site Memorandum of Agreement



- A. HOST SITE SUPERVISOR BACKGROUND CHECKS. Host Site supervisors that are employees of the AmeriCorps grantee (program) are required to comply with the requirements of the AmeriCorps National Service Criminal History Check (NSCHC). Host Site supervisors that are employed by a separate organization or are contractors are considered contractors under 2 CFR §200.331 and are not required to comply with the NSCHC requirements.

10.3 FAILURE TO MEET MATCH REQUIREMENT. If Host Site fails to meet the matching requirements, Program will notify Host Site in writing of the situation and request that Host Site provide any past-due match payments or documentation within 30 days. If there is an ongoing issue related to match, the Green Iowa AmeriCorps may notify the Financial Representative, Program Representative and/or the Authorized representative of Host Site. Program may suspend enrollment of new AmeriCorps members and/or payment of reimbursement request(s) until the situation is corrected.

10.4 WAIVED OR ADJUSTED MATCH REQUIREMENTS. A Host Site can request an adjusted match requirement or payment schedule based on financial hardship or inflexibility of the approved budget of the Host. If a Host is approved for an adjusted Host match requirement, an increase plan will be put into effect to meet the Program requirements by the following service year.

11. AMERICORPS MEMBER RECRUITMENT AND ENROLLMENT REQUIREMENTS

Host Site and Program must adhere to the following requirements when selecting candidates to fill the AmeriCorps position(s). Host Site may identify additional reasonable host site-specific requirements for member selection. Additional requirements must be listed on the position application and position description. Neither the Host Site nor its partners may officially enroll the AmeriCorps member; Program is the sole entity that can enroll an AmeriCorps member. The Host Site must follow Program guidance regarding the Host Site role in recruitment and selection of the assigned member(s).

11.1 MEMBER ELIGIBILITY REQUIREMENTS.

- 1) Be at least 17 years of age at the commencement of service OR be an out-of-school youth of at least 16 years of age participating in a youth corps program described in [§ 2522.110\(b\)\(3\) or \(g\)](#);
- 2) Have a high school diploma or its equivalent, or be in the process of obtaining one; and
- 3) Be a citizen, national, or lawful permanent resident of the United States.
- 4) Pass all required National Service Criminal History Checks

11.2 HOST SITE RECRUITMENT AND ENROLLMENT RESPONSIBILITIES. Host Site is encouraged to work with Program to select their member(s) as soon as possible. If citizenship and background check requirements are not complete, it may result in a delay to the member start date.

Host Site agrees to send any Host identified applicants to the Program recruitment application to begin the recruitment and enrollment process.

Host Site is required to generate 50% of the applicants for their location or its equivalent for placement at another program host location. For example, if a Host has 4 positions to fill, 2 of those positions must be filled by members recruited by the Host. The Program is responsible for filling the other 50% of

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positions. If a Host generates an applicant for the Program and the applicant serves in another Program location, that will be included on the placement total for the Host.

Host Site is responsible for engaging in recruitment challenge activities organized by the Program and allowing members to log direct service hours surrounding recruitment activities as outlined in the Member Position Description.

11.3 ENROLLMENT SUPPORT. Host Site will support/assist prospective members in completing citizenship and/or NSCHC requirements prior to the member start date.

11.4 PRIVACY AND SECURITY. Host Site understands that Program will use the criminal history record information obtained through the NSCHC process only to screen the current and/or prospective AmeriCorps members, and only for purpose(s) of enrollment and/or determination of suitability. Program is legally prohibited from duplicating, disseminating, or sharing criminal history record information for use outside of Program, including to the Host Site.

12. CIVIL RIGHTS, NON-HARASSMENT, AND REASONABLE ACCOMMODATIONS

12.1 CIVIL RIGHTS / EQUAL OPPORTUNITY POLICY. This program is available to all, without regard to race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity, genetic information, or expression, political affiliation, genetic information, marital or parental status or military service. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:

Adam Lounsbury, Executive Director
Volunteer Iowa
1963 Bell Avenue, Suite 200
Des Moines, Iowa 50315
Phone: 1-800-308-5987
Fax: (877) 631-7575
Email: americorps@volunteeriowa.org

Office of Civil Rights and Inclusiveness
Corporation for National and Community Service
OR 250 E. Street, SW
Washington, DC 20525
Phone: (202) 606-7503
TTY and reasonable accommodation line: (800) 833-3722
Fax: (202) 565-3465
Email: eo@cns.gov

12.2 REASONABLE ACCOMMODATIONS. AmeriCorps prohibits any form of discrimination against persons with disabilities in recruitment, as well as in service. As a program that receives federal funds, Green Iowa AmeriCorps complies with the requirements of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act.

No qualified individual with a disability shall, by reason of disability, be excluded from participation in or be denied the benefits of the program, services, or activities of the program, or be subjected to discrimination by the program or host site. Neither the program nor the host site shall exclude or otherwise deny equal services, programs, or activities to a qualified individual because of the known

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disability of another individual with whom the qualified individual is known to have a relationship or association.

The program and host site shall make reasonable accommodations in policies, practices, or procedures when the accommodations are necessary to avoid discrimination on the basis of disability, unless the program and host site can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity, and/or impose an “undue hardship”. A reasonable accommodation may include: making facilities readily accessible to and usable by individuals with disabilities; job restructuring; part-time or modified schedules; acquisition or modification of equipment or devices, training materials, or policies; etc.

Members may request reasonable accommodations by completing the **Reasonable Accommodation Request Form** included in the Member Service Agreement and submitting it to the program director.

13. TERMINATION OF AGREEMENT

13.1 AGREEMENT. Either Party may terminate or suspend Agreement in whole or part upon 30 days written notice to the other party.

In all instances of termination or suspension, the non-terminating party shall be given written notice of the termination or suspension, including a written explanation of the reason(s) for such action. Where appropriate, the non-terminating party shall be given reasonable time to cure any deficiency in its performance. If the deficiency is not corrected within a reasonable time, as defined by mutual agreement of the parties, Agreement may then be immediately terminated or suspended.

In the event the Agreement is terminated or suspended, the AmeriCorps member shall be removed from Host Site and, if possible, placed at another suitable service location within the Program. Host Site agrees to work cooperatively with Program to facilitate such transfer.

14. PROGRAM RESPONSIBILITIES

14.1 MANAGEMENT. Provide program director and program staff to manage larger program operations.

14.2 FINANCIAL. Financial management of program operation including monthly claims to Volunteer Iowa. The program will be responsible for distribution of member living allowance, FICA, Worker’s Compensation, and healthcare benefits. Program staff will write and manage federal AmeriCorps grant requirements that support most program costs.

14.3 TRAVEL. Provide members with travel reimbursement to all required training events.

14.4 TRAINING. The program will provide site supervisor and members with training opportunities to perform satisfactorily in their given roles.

14.5 OUTREACH. The program will provide sites with yearly start-up outreach package including brochures, business cards, and other program-wide marketing items. The program will maintain and manage Green Iowa AmeriCorps program website and web domain. The program will maintain all Green Iowa AmeriCorps social media accounts.

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14.5 UNIFORMS. The program will provide members with uniforms for service as well as AmeriCorps pins and masks. Any host specific uniform requirements must be provided by the host at the expense of the host.

15. CONTACT INFORMATION

15.1 GREEN IOWA AMERICORPS.

PRIMARY/AUTHORIZED CONTACT	SECONDARY/FINANCIAL CONTACTS	ADDITIONAL CONTACT
Ashley Coffin 319-273-7273 greeniowadirector@gmail.com	Carmen Finken 319-273-7194 finkenc@uni.edu	Shawn Fluckey 319-273-7233 sfluckey@uni.edu

15.2 HOST SITE.

PRIMARY/AUTHORIZED CONTACT	SECONDARY/FINANCIAL CONTACT	ADDITIONAL CONTACT
Tamara Marcus 935 2 nd St. SW Cedar Rapids, IA 540-455-8613 Tamara.marcus@linncountyiowa.gov	Dawn Jindrich Dawn.jindrich@linncountyiowa.gov 319-892-5010	

WITNESS WHEREOF, the parties have executed this Host Site Agreement.

GREEN IOWA AMERICORPS	HOST SITE
SIGNED BY: Ashley Coffin	SIGNED BY:
TITLE: Director	TITLE:
DATE:	DATE:

December 2022

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR
COUNTY-STATE TRAFFIC ENGINEERING PROGRAM
(C-STEP) PROJECT**

County: Linn County

Project Number: CST-030-7(221)--4C-57

Iowa Department of Transportation
Agreement Number: 6-23-CSTEP-024

Staff Action No.: 23-0863

This is an agreement, between Linn County, (hereinafter called the Recipient), and the Iowa Department of Transportation, (hereinafter called the Department), to enter into an agreement for joint or cooperative action by resolution or otherwise pursuant to the laws of the governing bodies involved.

The Department provides funds through the County-State Traffic Engineering Program (C-STEP), a cooperative program for safety or operational improvements on the rural portion (outside corporate limits) of the State Primary Road System. These relatively low-cost solutions are designed to improve traffic flow and reduce crashes on rural sections of the primary highways.

The Department has made these funds available for reimbursement and will share eligible construction and right-of-way costs in the ratio of 55% Department funds and 45% local funds up to a maximum amount in Department funds of \$200,000 for any single "spot improvement". The Recipient will furnish the engineering and project supervision. The maximum funds available for this project is as noted below.

C-STEP program funds are also available for reimbursement for a "linear improvement" where the Department share is based on the type of work and ownership following project completion. When the Department retains jurisdiction of the subject roadway, reimbursement will be 30% with a maximum of \$45,000 per mile for rehabilitation projects or \$75,000 per mile for reconstruction projects. When the Recipient assumes jurisdiction of the subject roadway, reimbursement will be 60%, with a maximum of \$90,000 per mile for rehabilitation projects or \$150,000 per mile for reconstruction projects. In all cases the Recipient will furnish the engineering and project supervision.

A "spot improvement" shall mean a limited improvement project or a division of a project such as intersection reconstruction; and a "linear improvement" shall mean an improvement project such as highway widening, rehabilitation, and reconstruction.

The Recipient proposes to develop and complete the following described spot improvement project:

Construction of an offset right turn lane from eastbound US 30 to Cedar River Road in Linn County

Pursuant to the terms of this agreement, applicable statutes, and Administrative Rules, the Department agrees to provide C-STEP funding to the Recipient for the authorized and approved costs for eligible items associated with said improvements.

In consideration of the foregoing and mutual promises contained in this agreement, the parties agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement and shall be responsible for the development and completion of the C-STEP project.
2. All notices required under this agreement shall be made in writing to the Department and the Recipient's contact person. The Department's contact persons shall be the Local Systems Project

Development Engineer, Christy VanBuskirk, and Eastern Region Local Systems Field Engineer, Dillon Feldmann. The Recipient's contact person shall be the Linn County Engineer.

3. The Department will share eligible construction and right-of-way costs as indicated below:

☒ SPOT IMPROVEMENT

Department Share	Recipient Share	Department Program Maximum	Estimated Project Cost	Department Project Maximum
55%	45%	\$200,000	\$ 399,920	\$ 200,000

4. The maximum Department project funding shall be as noted above in paragraph 3.
- If, upon completion of final plans, the Recipient's cost estimate exceeds the preliminary total estimate contained herein by 20% or more, the increased cost must be approved by the Department prior to advertisement for bids.
 - Extra work, requested subsequent to the contract letting, must also be approved by the Department prior to commencement of the extra work.
 - Any amount exceeding the Department project maximum shall be requested in writing by the Recipient and approved through a staff action process at the discretion of the Department. The amount requested and approved shall not exceed the Department program maximum.
5. If any part of this agreement is found to be void and unenforceable, then the remaining provisions of this agreement shall remain in effect.
6. This agreement is not assignable without the prior written consent of the Department.
7. This agreement, and the attached Exhibit A and Exhibit B, constitutes the entire agreement between the Department and the Recipient. No representations, promises, or warranties have been made by either party that is not fully expressed in this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement which shall be effective only upon written approval of the Department and the Recipient.

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

County: Linn

By: _____ Date: _____,
Chair, Board of Supervisors

I, _____, certify that I am the Auditor of Linn County, and that
_____, who signed said Agreement for and on behalf of the Recipient
was authorized to execute the same by virtue of a formal Resolution passed and adopted by the Recipient
on the _____ day of _____, _____.

Signed: _____

Auditor of Linn County, Iowa

Date: _____, _____

IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration

By: _____ Date: _____,
Dillon Feldmann, P.E.
Eastern Region Local Systems Field Engineer

EXHIBIT A

Standard Provisions for U-STEP or C-STEP Project Agreements

1. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
2. The project plans, specifications, and engineer's cost estimate for the project shall be prepared and certified by a registered Professional Engineer licensed in the State of Iowa. The Recipient shall submit the plans, specifications, and other contract documents to the Department for review and approval. If the project will be let by the Department, the most recent edition of the Iowa DOT Standard Specifications for Highway and Bridge Construction shall be used. The Recipient shall also follow the Department's letting procedures. If the project will be let by the Recipient, the project may utilize the Iowa DOT Standard Specifications for Highway and Bridge Construction, the Statewide Urban Design and Specifications, or specifications developed by the Recipient.
3. The Recipient shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers, or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit B.
4. The Recipient shall obtain agreements, as needed, from railroad and utility companies and shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, etc.
5. If right-of-way must be acquired for the project, the Recipient shall negotiate and secure the necessary right-of-way using the most appropriate of the following methods:
 - A. When right-of-way is to be acquired, before acquisition procedures are begun, the Recipient shall meet staff from the Department's Office of Right of Way (ROW) to assure compliance with the U.S. Code, the Iowa Code, and 761 Iowa Administrative Code (IAC) Chapter 111; and determine what parcels, if any, are to be acquired in the name of the Department and what parcels, if any, in the name of the Recipient.
 - B. Should eminent domain proceedings be required, the Recipient will condemn or appeal in the name of the Recipient or the Department, whichever applies. The project letting may not be held until the Recipient has certified that the right-of-way has been acquired. Upon completion of the acquisition for each parcel, all original documents for the acquisition shall be delivered to and become the property of the Department.
 - C. The Recipient will meet with the Department's Office of Right of Way staff to determine who shall be responsible for demolition and/or property management functions.
 - D. In accordance with 761 IAC Section 150.3(1)(b), the Recipient will be responsible for providing, without cost to the Department or the project, all right-of-way which involves dedicated streets or alleys, and other Recipient -owned lands, easements, and rights in land except park lands, subject to the condition that the Department will reimburse the Recipient for the value of improvements situated on said Recipient -owned lands if any. The Recipient has apprised itself of the value of these lands and, as a portion of its participation in the project, voluntarily agrees to make such lands available without further compensation.
6. The Recipient as well as its contractors, if any, agree to maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement and to make such materials available at their respective offices at reasonable times during the Agreement period and for 3 years from the date of the final payment under the Agreement, for inspection by the Department.

7. The Recipient shall be responsible for obtaining all applicable permits from the Department, such as the Right to Occupy and/or Perform Work Within the Department's Right-of-Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and/or other construction permits required for the project prior to advertisement for bids.
8. For projects let by the Department, the Recipient shall submit to the District an acceptable Project Development Certificate (Form 730002), plans, specifications, and cost estimate by the dates specified in the most current edition of Instructional Memorandum (I.M.) 3.010, Project Development Submittal Dates and Information. The Recipient shall also follow the Department's letting procedures. For projects let by the Recipient, the Project Development Certificate, plans, specifications, and cost estimate shall be submitted to the District at least 4 weeks prior to advertisement for bids.
9. Upon Department acceptance of the Project Development Certificate, final plans, proposal forms, specifications, and cost estimate, the Department will give the Recipient a written notice to proceed with the project. If the project will be let by the Recipient, advertisement for bids shall not be made until a written notice to proceed is received from the Department. After receiving the Department's approval, the Recipient shall advertise for bidders, hold a public letting, and provide adequate supervision for the construction work performed under the contract. The Recipient shall submit 2 copies of the bid tabulations and the letting documents to the Department for concurrence prior to formal action in the award of the contract.
10. If the Recipient lets the project, as described herein, the Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
11. The project must be let to contract within 2 years of the date this agreement is approved by the Department. If not, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the Recipient at least 30 days prior to the 2 year deadline.
12. The Recipient will be responsible for the initial costs of the construction. The Recipient shall prepare and submit to the Department a detailed billing statement of materials, installation, and construction costs incurred by the Recipient. Billing statements may be submitted periodically during progress of the work. Design, inspection, and administration costs will be the responsibility of the Recipient. If said statement and documentation are in proper form, the Department will promptly reimburse the Recipient for eligible project costs, less a withholding equal to 5% of the State share of construction costs, taking into account the limitations as stated in the agreement. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the State funds withheld.
13. Signs and other traffic control devices necessary for construction of the project shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
14. If a detour is necessary, the Recipient will designate and sign the route at no cost to the project. The Department will cooperate if primary highways are involved.
15. Parking shall be prohibited on the minor street approaches for a distance of 35 feet in advance of the stop signs and/or crosswalks and on the exit sides of the minor streets for a distance of 35

- feet beyond the stop signs and/or crosswalks. These parking restrictions shall go into effect at such time as the project is completed and opened to through traffic.
16. Upon completion of the project, the Recipient's engineer will certify that the project was completed in substantial compliance with the plans and specifications set out in this agreement before receiving final reimbursement of Department funds.
 17. The Recipient shall provide to the Department 3 copies of the "as-built" project plans, within 6 months after the project is built.
 18. The Recipient shall have ownership of traffic signals constructed with this project and shall operate them at its expense so long as signal protection is considered by either party as necessary at said location. If considered by both parties as no longer necessary at said location, the signals are to be removed by the Recipient at the Recipient's expense, and may be installed at another location acceptable to both parties and shall be owned and operated at the expense of the Recipient.
 19. The Recipient shall submit a final detailed billing statement to the Department no later than 1 year after the date the Department concurs in the acceptance of the completed construction. If a final detailed billing statement is not submitted to the Department by the Recipient in the 1 year period, the Department will close the project's financial records without making additional reimbursement to the Recipient unless a time extension is requested. The time extension should be requested in writing by the Recipient and approved by the Department, at least 30 days prior to the 1 year deadline.
 20. The Recipient agrees to indemnify, defend, and to hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.
 21. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the dispute. The Department and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.

EXHIBIT B

UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES ON NON-FEDERAL AID PROJECTS (THIRD-PARTY STATE-ASSISTED PROJECTS)

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-348-6159) or from its website at: <https://www.iowaeda.com/small-business/targeted-small-business/>
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a. Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available from the Administering Bureau.
 - b. Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a. Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b. Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. Form 260017 "Checklist and Certification for the Utilization of TSBs" shall be filled out upon completion of each project, and sent to Iowa Department of Transportation, Civil Rights Bureau, 800 Lincoln Way, Ames, IA 50010:
4. <https://iowadot.seamlessdocs.com/f/ChecklistandCertforUtilizationofTSBOnNonFederalProjects>.



VACANCY FORM

SELECT ONE:

☐ NEW POSITION

☒ REPLACEMENT

REPLACES: Veronica Ridenour #11610 (acct tech layoff)

SELECT ONE:

☐ NEW JOB CLASSIFICATION

☒ EXISTING JOB CLASSIFICATION

JOB TITLE: Senior Account Clerk BGA0 55

DEPARTMENT: LCCS - Core Services

SHIFT/HOURS: M-F 8am-noon

NUMBER OF POSITIONS: 1

VACANCY DATE: 08/15/23

NEW POSITION FUNDING SOURCE(S):

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

funded by dept. due to
layoff of FT acct. technician

☐ GRANT FUNDING

☐ OTHER: _____

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

POSITION TYPE:

☐ FULL-TIME ☒ PART-TIME 20 # 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: *David Fisher*

8-28-23

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: _____

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: *Kesha D. Powell*

9-5-23

HUMAN RESOURCES DIRECTOR

DATE

APPROVED BY: *Barrows*

9/6/2023

FINANCE/BUDGET DIRECTOR

DATE

APPROVED BY: _____

CHAIRPERSON/BOARD OF SUPERVISORS

DATE

Sheriff's Office Carry Forward Budget			
Budget Year	FY 2023		
From Posting Period	Jul 2022		
To Posting Period	PD 13 2023		
Department	Annual Budget	YTD Actuals	Variance
21-SHERIFF	28,538,267.00	28,145,203.07	393,063.93
Total Department	28,538,267.00	28,145,203.07	393,063.93

AMENDMENT

EFFECTIVE DATE: September 19, 2023

EXPIRATION DATE: June 30, 2026

TERRITORY: United States

NUMBER OF EMPLOYEES: 826

CLIENT INFORMATION				
Client Name County of Linn the "Client"				
Service Contact Rhonda Betsworth		Phone No. (319) 892-5310	Fax No.	e-mail Rhonda.betsworth@linncountyiowa.gov
Billing Street Address 935 2 nd St SW		City Cedar Rapids		State/Province Iowa
				Zip/Postal Code 52404-2164
AGREEMENT AMENDED:		Agreement No / Payroll ID: Q-40564		Agreement Date: September 25, 2019, as amended (the "Original Agreement")

Ceridian HCM, Inc. ("Ceridian") and Client hereby agree to amend and modify the terms and provisions of the Original Agreement (the particulars of which the Parties are familiar, and a copy of which may be attached hereto) in accordance with the following, the content of which is incorporated herein without further reference. The Parties mutually acknowledge that unless otherwise expressly provided herein, this Amendment does not and will not serve to revise the relationship between the Parties, and it is mutually agreed that any and all unremedied and outstanding accounts, defaults, breaches or other matters, existing between the Parties as at the effective date of this Amendment shall remain intact and subsisting notwithstanding this Amendment. All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to them in the Original Agreement.

Ceridian and Client agree that the Original Agreement is amended as follows:

- Extended Term.** The Dayforce services (the "Services") will be provided for an extended term commencing on the effective date of this Amendment and expiring thirty-four (34) months thereafter (the "Extended Term"). Upon expiration of the Extended Term, the Original Agreement will remain in effect until terminated by either Party upon ninety (90) days' written notice, effective on or any time after the expiration of the Extended Term.
- Service Fees. Service Fees.** Fees applicable to the Services shall continue at the same rates as currently in effect. Ceridian reserves the right to increase Fees no more than once annually by giving Client at least thirty (30) days' written notice of the change, the next scheduled increase to take effect on September 19, 2023 and the following increase to take effect on July 1, 2024, but Fees shall not increase by more than the annual increase in the Annual Inflation Index in the 12-month period preceding the increase less two percent (2%). Thereafter Ceridian reserves the right to increase Fees no more than once annually by giving Client at least thirty (30) days' written notice of the change, but Fees shall not increase by more than the annual increase in the Annual Inflation Index for the respective billing currency. "Annual Inflation Index" means (i) if the currency is USD, the Employment Cost Index for total compensation, for private industry workers, by occupational group and industry (not seasonally adjusted), for all workers (ECI), as published by the Bureau of Labor Statistics, US Department of Labor; (ii) if the currency is CAD, the Consumer Price Index, as published by Statistics Canada, Government of Canada; (iii) if the currency is GBP, the Retail Prices Index excluding mortgage interest, as published by the Office for National Statistics (United Kingdom); (iv) if the currency is AUD, the Consumer Price Index, all groups, non-seasonally adjusted, as published by the Reserve Bank of Australia; (v) if the currency is Euro, the Consumer Price Index (All Items), as published by the Central Statistics Office (Ireland); (vi) if the currency is NZD, the Consumers Price Index, as published by Stats NZ; and (vii) for all other currencies, the applicable price index published by the Organization for Economic Cooperation and Development for the applicable Territory.
- In no event will the Number of Employees used for calculating the monthly Recurring Fees for any given calendar month be less than the Minimum Monthly Employee Count, where "*Minimum Monthly Employee Count*" means eighty percent (80%) of the Number of Employees stated above, or such increased quantity as indicated on Client's Order Form(s), which number represents the approximate current Number of Employees of the Client. Where Client's Services include Managed Payroll and / or Managed Benefits Services in addition to Dayforce SaaS Services, the Minimum Monthly Employee Count specific to such managed Services will be calculated separately from the Minimum Monthly Employee Count for Dayforce SaaS Services.
- Additional Services.** The following Services are hereby added under the terms of the Original Agreement, for the Fees set forth in the attached Order Form:
 - Dayforce Wallet
 - Dayforce Education Package Pro
 - Dayforce Exception Group – Paid & Not Using WFM
- Early Termination.** If Client terminates the Services prior to the expiration of the Extended Term, Client shall be responsible to pay to Ceridian, in addition to the Fees payable up to and including the effective date of termination of the Service (including all One Time Fees for work performed up to and including the date of termination), an early termination fee equal to the average monthly Recurring Fees (computed based on the Recurring Fees for Services provided to Client during the three (3) month period preceding cancellation), multiplied by the number of whole or partial months between the date that the cancellation is effective and the expiration date of the Extended Term, less a discount equal to 25%. Except as modified by this Amendment, all terms and conditions of the above-referenced Agreement will remain in full force and effect.

Ceridian HCM, Inc.

Per:

Printed Name:

Title:

Date:

County of Linn

Per:

Printed Name:

Title:

Date:

I have the authority to bind the corporation

I have the authority to bind the corporation/partnership

ORDER FORM

Client Order No.: **Q-166650**
Generation Date: **September 14, 2023**
Offer Expiration: **September 30, 2023**
Territory: **United States**
Currency: **USD**

Client Information				
Client Name County of Linn				
the "Client"				
Service Contact Rhonda Betsworth	Phone No. 3198925310	e-mail Rhonda.betsworth@linncountyiowa.gov		
Billing Street Address 930 1st St Sw	City Cedar Rapids	State/Province IA	Zip/Postal Code 52404	

Estimated Recurring Fees	Frequency	Product Type	Unit of Measure	Unit Price	Quantity	Price
Dayforce Subscription Fee*	Monthly	Subscription	Per Employee	\$0.00	892	\$0.00

Estimated One-Time Fees	Frequency	Product Type	Unit of Measure	Unit Price	Quantity	Price
Dayforce Implementation Fee	One Time	Implementation	Each	\$0.00	1	\$0.00

Summary of Estimated Annual Totals	Total
Estimated Total Recurring Fees	\$0.00
Estimated Total One Time Fees	\$0.00

The Service Particulars applicable to this Order Form are found at <https://clientcontractportal.ceridian.com> under the following name(s):
• Dayforce-Payroll Terms

*Included in the Dayforce Subscription Fee:

Software Services:

- Dayforce Wallet

Notwithstanding anything to the contrary in the MSA or Service Particulars, for the purposes of this Order Form, the Go Live Date shall be the date on which a Core Module (Dayforce Core, Dayforce Payroll, Dayforce Benefits Essential, or Dayforce Time and Attendance) has been configured for use by Client, or if a Core Module is not in scope, the date on which Client has access to any of the Subscribed Modules and/or Services purchased herein.

While the subscription Fee is shown as a standalone subscription Fee for the purposes of the additional Subscribed Module(s) and/or Service set forth herein, Ceridian reserves the right to invoice such additional subscription Fee for the Subscribed Module/Service in an increased bundled subscription Fee for Dayforce Services (rather than including a standalone line item in such invoices).

Prices are exclusive of all Taxes. Goods and/or materials, if any, shipped Delivered At Place (DAP).
Dayforce Wallet - On-Demand Pay will be deployed in the United States and/or Canada.

This Order Form, and the attached SOW(s), is entered into between Client and the Ceridian entity that has signed below, and is governed by the terms of the Master Services Agreement already in effect between Client and Ceridian dated September 25, 2019, as amended (the "MSA"). Capitalized terms used and not otherwise defined in the Order Form, SOW(s), or any document found at <https://clientcontractportal.ceridian.com> have the meaning set forth in the MSA. (References in such prior MSA to "Service Exhibit" and/or "Pricing Schedule", if applicable, shall be read as "Service Particulars" and "Order Form", respectively, mutatis mutandis. The definitions of "Territory" and "Service Term" in such prior MSA shall be read as the "Territory" as stated in this Order Form and Client's remaining Service Term or Extended Term, as applicable).

In addition to the Fees set forth herein, Client will be charged for ad hoc/ancillary Fees as applicable in accordance with the applicable [Rate Sheet](#). Ceridian may change and/or expand the list of items and/or rate of such items from time to time by publishing a new Rate Sheet on the above site, and such changes shall apply to the Client effective the date of such change.

Client acknowledges having read and understood all terms of the Order Form, MSA, Service Particulars and, if applicable, SOW and Rate Sheet, all of which form an integral part of the Agreement between Ceridian and Client.

Ceridian Services LLC.

Per:

Printed Name:

Title:

Date:

I have the authority to bind the corporation

In respect of the Line of Credit Agreement applicable to Dayforce
Wallet Services in the United States:

Ceridian Dayforce Licensing LLC

Per:

Printed Name:

Title:

Date:

I have the authority to bind the corporation

County of Linn

Per:

Printed Name:

Title:

Date:

I have the authority to bind the corporation/partnership

ATTACHMENT TO ORDER FORM STATEMENT OF WORK IMPLEMENTATION SERVICES FOR DAYFORCE

CLIENT INFORMATION	
Client Name	the "Client"
County of Linn	

This is the implementation SOW for Dayforce as contemplated in the Order Form made between Ceridian and Client. This SOW sets forth the details for the implementation Services and/or deliverables (the "Implementation Services") to be provided in respect of the Subscribed Modules and those Services described in the attached Order Form. Capitalized terms not defined in this SOW shall have the meanings ascribed to them in the MSA.

Ceridian's obligation to deliver the Implementation Services for the One Time Fees stated in the Order Form will survive for twelve (12) months from project kickoff. Should the project exceed twelve (12) months for any reason not the fault of Ceridian, Ceridian reserves the right to revisit the scope and/or the One Time Fees associated with the Implementation Services.

The Parties shall mutually agree during implementation to an anticipated Go Live Date. It is understood and agreed by the Parties that the Implementation Services are delivered in a very iterative and collaborative process and require regular and timely Client Data input, involvement and feedback (as requested by Ceridian). The Parties acknowledge and agree with the importance of using commercially reasonable efforts to achieve the respective timelines, and Ceridian will advise Client as soon as possible if any action or omission on the part of Client is delaying Ceridian's ability to perform the Implementation Services and may impact the anticipated Go Live Date (and Client shall not be entitled to any compensation or relief for loss resulting from a failure to meet such estimated timeframes).

1. Executive Summary

Client has engaged Ceridian to implement and provide education and training for the following bundled Subscribed Modules:

- Dayforce Wallet

For the following population:

- 892 Employees in the United States

2. Implementation Methodology and Fixed Fee Basis

Ceridian determines the scope of work, timelines and fixed Fees for Implementation Services on the basis that:

- The project will be delivered continuously in a single phase in accordance with the project plan;
- There will be adherence to Ceridian's Dayforce Project methodology and tooling, as described in this Section 2;
- There will be appropriate resource coverage and commitment to execute the planned activities, as described in Section 3;
- The Services will be delivered to fulfill the Dayforce functionality as defined in Section 4.

Any delays or phased rollout may impact the One Time Fees and could result in a complete work stoppage until resources can be reassigned.

The tasks, duties, responsibilities, and deliverables to be provided by Ceridian to Client in conjunction with the Implementation Services will be provided utilizing the methodology described below. Note: activities within each stage may be adjusted to reflect project scope, and/or complexity. Not all activities apply to all projects. Adjustments, as may be required, will be identified during the Ready stage.

		Primary Responsibility	
Stage	High-Level Task	Ceridian	Client
Ready	Project teams assigned	X	X
	Establish project roles and responsibilities	X	X
	Establish project governance with one weekly governance call	X	X
	Client PM, Super Users and Power Users complete required training		X
	Provide data in required templates provided by Ceridian		X
	Create CONFIG environment with data provided in required templates	X	
	Document integration and data conversion requirements, as appropriate	X	X
	Provide access to pre-production environments. Included as standard are two (2) pre-production environments: (1) CONFIG (accessible by Ceridian and Client, generally used for application configuration and testing), and (1) STAGE (accessible by Ceridian and Client, generally used for solution refinement). The CONFIG and STAGE environments (including all data) will be decommissioned after a period of sixty (60) days from the Go Live Date. In the case of a phased implementation, the CONFIG and STAGE environments will remain in place until the Go Live Date of the last phase of the project.	X	
Set	Complete requirements validation and solution design	X	X
	Develop solution design document	X	

	Create Client-specific test cases for user acceptance testing (UAT), and integration testing		X
	Finalize and sign-off on solution design document	X	X
	Complete role-specific training curriculum		X
	Complete configuration of solution and execute Ceridian test cases	X	
	Prepare day in the life scenarios for testing		X
	Execute day in the life scenarios and document feedback		X
	Refine solution based on test/day in the life results vs. requirements, and confirm results with Client	X	
	Execute Client-specific test cases to append to Ceridian test cases for UAT and integration testing and document test results		X
	Complete final data loads and audit for parallel testing and go-live	X	X
	Conduct one (1) comprehensive parallel payroll test and document discrepancies		X
	Address Client's parallel payroll testing results through triage and resolution of Client's documented issues	X	
Go	Complete organizational go-live preparedness activities		X
	Prepare production environment	X	
	Support two (2) live production runs through triage and resolution of Client's documented issues	X	
	Transition Client to Ceridian Customer Support	X	

On or after the Go Live Date, upon written request by Client via the Help Desk for Support, Ceridian will provide access to one (1) TEST environment (accessible by Ceridian and Client). The TEST environment will be decommissioned by Ceridian upon fifteen (15) days' prior written notice to Client should there be no activity for a period of sixty (60) days. Client may at any time request that the TEST environment be recommissioned via the Help Desk for Support.

3. Ceridian and Client Roles and Responsibilities

To facilitate the successful delivery of the Implementation Services, Client and Ceridian will ensure the appropriate individuals are assigned and available, as applicable, to fill the following roles with the associated responsibilities. Depending on project scope, not all projects will require separate individuals for all roles and/or responsibilities. Roles and responsibilities by individual will be confirmed and agreed upon by both Parties during the Ready stage.

Ceridian Role / Responsibilities		Client Role / Responsibilities	
Project Sponsor	• Provide overall direction and management support for the Implementation team • Allocate necessary resources • Participate in executive updates and checkpoints • Address project escalations in a timely manner	Project Sponsor	• Provide overall direction and management support for the project team • Allocate necessary resources • Participate in executive updates and checkpoints • Address project escalations in a timely manner • Make business decisions in a timely manner
Project Owner	• Develop, maintain and track progress timelines • Facilitate communication between project teams • Act as a central point of contact for all day-to-day activities (if applicable) • Lead and manage change control activities	Project Manager	• Participate in development and update of project plan and associated logs • Manage Client project team and third party resources and deliverables • Provide input to project status reports and participate in meetings • Act as a central point of contact for all day-to-day activities from all locations and/or business areas • Represent Client in change control activities • Facilitate sign-off of key project documents and deliverables • Facilitate communication between Client and third party groups and stakeholders • Plan and manage rollout strategy and logistics • Develop and manage the execution of an organizational readiness plan • Manage the development of a test strategy, test cases and test case execution
Implementation Consultant(s)	• Lead requirements gathering/validation and documentation through the Discovery stage • Convey implementation best practices to leverage features and functionality • Lead solution configuration, QA, review and refinement • Provide guidance on testing suggested best practice and provide test strategy and test case templates • Support Client testing	Client Power Users	• Provide detailed requirements in the Discovery Workbook as input to the Discovery stage • Participate in requirements gathering/validation and review of documented requirements for sign-off • Participate in solution configuration and refinement by completing assigned tasks and deliverables as documented in the project plan • Develop a test strategy and detailed test cases for execution at specific test stages of the project (Sandbox functional testing, UAT and parallel processing) • Execute test cases and document test results • Complete role-specific training at appropriate points in the project lifecycle as documented in the Ceridian Education Center (CEC) training curriculum • Complete rollout of the solution across the organization

			• Complete organizational readiness activities leveraging Ceridian provided best practices and collateral • Assume ownership of the configured solution at go-live
		Client SMEs	• Provide in-depth business and/or domain knowledge as required throughout the project lifecycle. Key activities include: • Participating in requirements gathering/validation and documentation review • Participating in solution configuration • Participating in solution review and refinement • Data collection and data validation for area of responsibility (HR, Benefits, Payroll, Time and Attendance, Talent Management, etc.) • Providing technical support (specifications and data for inbound/outbound data feeds, custom reporting, data conversion/migration as documented in the project plan) • Developing and executing of test cases for area of responsibility • Data validation and audit of test data for area of responsibility
Technical Consultant(s)	• Engage with Client and Client's third-party vendors to validate file type, structure and mapping requirements to develop and test exports • Partner with Ceridian Consultant(s) on Dayforce configuration required to support exports • Develop and test exports and document data issues for correction by Client • Migrate Client and third-party vendor approved exports to production environment	Integration SMEs	• Provide contact information for Client's third-party vendors • Participate with Client's third-party vendors in gathering file specifications such as account structure, and file layout • Complete export details tab of project workbooks and other documentation in preparation for exports launch call per project schedule • Engage Client's third-party vendors regarding changes to exports/interfaces • Provide business requirements needed in order for exports to execute successfully • Review and approve file outputs during export testing with Client's third-party vendors and Ceridian Technical Consultant(s), including validation and resolution of data issues
Dayforce Education Services	• Provide access to Organizational Readiness Toolkit • Process access to Ceridian Education Center • Schedule and deliver Client exclusive sessions (optional) • Schedule and deliver custom training sessions (optional)	Org Readiness Champion	• Develop organizational readiness plan • Register key project team resources and administrators for access to Ceridian Education Center • Monitor ongoing progress of training and organizational readiness activities • Develop and deliver training to end users
Dayforce Wallet Customer Success Manager	• Work with the Dayforce Wallet Sponsor to determine the starting eligible employee population (and future population phased rollout, if applicable) and create any necessary employee groups for configuration settings • Review Dayforce Wallet configuration settings with Client and facilitate Client's election of such settings in the system • Present available resources to promote the Dayforce Wallet benefits to employees and work with Dayforce Wallet Sponsor to execute a plan	Dayforce Wallet Sponsor	• Ensure On-Demand Pay is configured concurrently with regular payroll as described in this SOW • As part of the implementation, work with the Dayforce Wallet Customer Success Manager to determine the eligible employee population at go-live and plans for a phased rollout (if applicable) • Act as champion for Dayforce Wallet within the Client organization, generally communicating benefits of Dayforce Wallet to Employees, either directly or by leveraging Ceridian-issued educational / promotional materials and helping to identify opportunities to engage the employee population in this regard

4. Services, Responsibilities and Deliverables for Implementation of Subscribed Modules and Core Functionality

The components listed below reflect those components and the corresponding scope that are available with respect to the Subscribed Modules listed in the Order Form. Ceridian will provide access to and implement those components indicated below as included. Additional Fees may apply to any additional Implementation Services requested by Client. For greater certainty, where more than one Territory or project phase is in scope, the weekly sessions (where applicable) are intended to include all Client administrators for the applicable Subscribed Module and the sessions will be provided once.

Unless a task, duty, responsibility or deliverable is expressly identified as included below, it is out of scope and will not be provided or performed by Ceridian as part of the Implementation Services. Without limiting the generality of this principle, Ceridian and Client expressly confirm that the following specific items are out of scope:

- Integration to third-party systems other than those identified below;
- Development of Client-specific process maps;
- Development of training materials outside of the education services specified herein;
- Client resource and/or third-party vendor management.

Component / Base Outcome	Description of Deliverable / Service
Dayforce Wallet	
Dayforce Wallet, Dayforce Card, and On-Demand Pay functionality is enabled in Dayforce, allowing Client to provide On-Demand Pay options to Employees	Ceridian will work with Client to set up access to Dayforce Wallet functionality, including leveraging the Dayforce Card for direct deposit and for Employees to request earned wages on demand. Following this activity, Client will be able to define allowable on-demand pay thresholds, Employees may begin registering for Dayforce Wallet and receive their Dayforce Wallet prepaid debit card, and Client may leverage Dayforce Wallet to provide Employees access to earned wages.



ORDER FORM

Client Order No.: **Q-160596**
Generation Date: **September 14, 2023**
Offer Expiration: **October 27, 2023**
Territory: **United States**
Currency: **USD**

Client Information

Client Name County of Linn					the "Client"	
Service Contact Rhonda Betsworth		Phone No. 3198925310		e-mail Rhonda.betsworth@linncountyiowa.gov		
Billing Street Address 930 1st St Sw			City Cedar Rapids		State/Province IA	Zip/Postal Code 52404

Estimated Recurring Fees	Frequency	Product Type	Unit of Measure	Unit Price	Quantity	Price
Dayforce Subscription Fee*	Monthly	Subscription	Per Employee	\$0.53	898	\$475.94

Summary of Estimated Annual Totals	Total
Estimated Total Recurring Fees	\$5,711.28
Estimated Total One Time Fees	\$0.00

The Service Particulars applicable to this Order Form are found at <https://clientcontractportal.ceridian.com> under the following name(s):
• [Dayforce-Ancillary Services Terms](#)

*Included in the Dayforce Subscription Fee:
Software Services:
• [Dayforce Education Package Pro](#)

Prices are exclusive of all Taxes. Goods and/or materials, if any, shipped Delivered At Place (DAP).

This Order Form is entered into between Client and the Ceridian entity that has signed below, and is governed by the terms of the Master Services Agreement already in effect between Client and Ceridian, as amended (the "MSA"). Capitalized terms used and not otherwise defined in the Order Form, SOW(s), or any document found at <https://clientcontractportal.ceridian.com> have the meaning set forth in the MSA. (References in such prior MSA to "Service Exhibit" and/or "Pricing Schedule", if applicable, shall be read as "Service Particulars" and "Order Form", respectively, mutatis mutandis. The definitions of "Territory" and "Service Term" in such prior MSA shall be read as the "Territory" as stated in this Order Form and Client's remaining Service Term or Extended Term, as applicable).

In addition to the Fees set forth herein, Client will be charged for ad hoc/ancillary Fees as applicable in accordance with the applicable [Rate Sheet](#). Ceridian may change and/or expand the list of items and/or rate of such items from time to time by publishing a new Rate Sheet on the above site, and such changes shall apply to the Client effective the date of such change.

Client acknowledges having read and understood all terms of the Order Form, MSA, Service Particulars and, if applicable, SOW and Rate Sheet, all of which form an integral part of the Agreement between Ceridian and Client.

Ceridian Services LLC.

Per:

Printed Name:

Title:

Date:

I have the authority to bind the corporation

County of Linn

Per:

Printed Name:

Title:

Date:

I have the authority to bind the corporation/partnership

ORDER FORM

Client Order No.: **Q-167010**
Generation Date: **September 14, 2023**
Offer Expiration: **October 27, 2023**
Territory: **United States**
Currency: **USD**

Client Information				
Client Name		the "Client"		
County of Linn				
Service Contact	Phone No.	e-mail		
Rhonda Betsworth	3198925310	rhonda.betsworth@linncounty.org		
Billing Street Address	City	State/Province	Zip/Postal Code	
930 1st St Sw	Cedar Rapids	IA	52404	

Estimated Recurring Fees	Frequency	Product Type	Unit of Measure	Unit Price	Quantity	Price
Dayforce Exception Group - Paid & Not Using WFM**	Monthly	Subscription	Per Employee	\$12.95	66	\$854.70

Summary of Estimated Annual Totals	Total
Estimated Total Recurring Fees	\$10,256.40
Estimated Total One Time Fees	\$0.00

Prices are exclusive of all Taxes. Goods and/or materials, if any, shipped Delivered At Place (DAP).

**On the basis that for a subset of Client's total Number of Employees (the "Exception Group") Client accesses only the Subscribed Module of Dayforce Payroll, Ceridian agrees to charge Client a separate subscription Recurring Fee at a reduced rate (as set forth herein) specific to the Exception Group and their limited functionality. This separate Recurring Fee will be calculated and billed based on the number of users in the Exception Group (initial estimate stated above). Should the number of users in the Exception Group change substantially over time, or should the use of the Software change from what is contemplated herein, Ceridian reserves the right to review and adjust the Fees being charged on an ongoing basis. Ceridian will give Client thirty (30) days' prior written notice of any such Fee change. For the avoidance of doubt, the Employees comprising the Exception Group will be transferred from Client's existing payroll group associated with the Dayforce Subscription Fee.

This Order Form is entered into between Client and the Ceridian entity that has signed below, and is governed by the terms of the Master Services Agreement already in effect between Client and Ceridian dated September 25, 2019, as amended (the "MSA"). Capitalized terms used and not otherwise defined in the Order Form, SOW(s), or any document found at <https://clientcontractportal.ceridian.com> have the meaning set forth in the MSA. (References in such prior MSA to "Service Exhibit" and/or "Pricing Schedule", if applicable, shall be read as "Service Particulars" and "Order Form", respectively, mutatis mutandis. The definitions of "Territory" and "Service Term" in such prior MSA shall be read as the "Territory" as stated in this Order Form and Client's remaining Service Term or Extended Term, as applicable).

In addition to the Fees set forth herein, Client will be charged for ad hoc/ancillary Fees as applicable in accordance with the applicable [Rate Sheet](#). Ceridian may change and/or expand the list of items and/or rate of such items from time to time by publishing a new Rate Sheet on the above site, and such changes shall apply to the Client effective the date of such change.

Client acknowledges having read and understood all terms of the Order Form, MSA, Service Particulars and, if applicable, SOW and Rate Sheet, all of which form an integral part of the Agreement between Ceridian and Client.

Ceridian Services LLC.

Per:

Printed Name:

Title:

Date:

I have the authority to bind the corporation

County of Linn

Per:

Printed Name:

Title:

Date:

I have the authority to bind the corporation/partnership

Ceridian Contract Renewal

- RSM negotiated the original contract at a fee of \$18.54 per employee per month. Billings are based on actual employees for that month.
- Without negotiation that per employee per month rate was going to go up 4.70% automatically for October 2023 services.
- Charles Struck, Lisa Powell and Rhonda Betsworth participated in the discussions with Ceridian for the extension.
- Other modules were reviewed and considered that are currently with NeoGov but due to cost and features, no changes are being recommended.
- The recommended contract documents (pages 1-9) before you includes:
 - Page 1: Three-year amendment with cost increases of no more than ECI-2% each year for adding two new features.
 - No new features would have been ECI-1% for three years
 - One new feature would have been ECI-2% for first year and ECI-1% for next two years
 - Cost increases will be on 10/1/2023, 7/1/2024, and 7/1/2025 to align with the needs of F&B financial reporting.
 - Pages 2-8: Addition of two new features:
 - Pages 2-7: Payroll Wallet at no cost
 - Page 8: MyPathPro at \$0.53 per employee – this module will allow us to create custom training videos for employees within the Dayforce system
 - Page 9: Negotiated reduced rate of \$12.95 for township and special deputy employees (# 66) that do not use timesheets or benefits.
- IT budget for Ceridian is \$204,000 while estimated annual per employee fees are approximated to be \$204,000 (corrected from 9/18/23 presentation)
 - The FY24 budget was the same as the FY23 budget as IT did not budget for any increases

	Rate Increase		4.700%	3.700%	2.700%	
	<u>Current Modules</u>	<u>Current</u>	<u>W/o Extension</u>	<u>ECI-1 (no new services)</u>	<u>ECI-2 (w/2)</u>	<u>Exception Group</u>
	Core (Elements & Self Service)	\$ 3.60	\$ 3.77	\$ 3.73	\$ 3.70	
	Payroll (Pay)	\$ 4.32	\$ 4.52	\$ 4.48	\$ 4.44	
	Benefits Comprehensive:					
	Essential	\$ 1.44	\$ 1.51	\$ 1.49	\$ 1.48	
	ACA Management	\$ 0.72	\$ 0.75	\$ 0.75	\$ 0.74	
	Benefits Intelligence	\$ 0.72	\$ 0.75	\$ 0.75	\$ 0.74	
	Time and Attendance	\$ 2.88	\$ 3.02	\$ 2.99	\$ 2.96	
	Performance Management	\$ 1.62	\$ 1.70	\$ 1.68	\$ 1.66	
	Document Management	\$ 1.08	\$ 1.13	\$ 1.12	\$ 1.11	
	Dashboards	\$ 1.44	\$ 1.51	\$ 1.49	\$ 1.48	
	Employment/Salary Verification	\$ -	\$ -	\$ -	\$ -	
	Education Package	\$ 0.72	\$ 0.75	\$ 0.75	\$ 0.74	
		\$ 18.54	\$ 19.41	\$ 19.23	\$ 19.05	\$ 12.95
	<i>new</i> Payroll Wallet				\$ -	
	<i>new</i> MyPathPro				\$ 0.53	
		\$ 18.54	\$ 19.41	\$ 19.23	\$ 19.58	\$ 12.95
	# of Employees	892	892	892	892	
	Less Exception Group (Townships+Special Dep)		66	66	66	
			826	826	826	
	Monthly Fees (Approximate)	\$ 16,537.68	\$ 17,313.72	\$ 16,738.68	\$ 17,027.78	
	Monthly Budget	\$ 17,000.00				
	Annual Fees (Approximate)	\$ 198,452.16	\$ 207,764.64	\$ 200,864.16	\$ 204,333.36	
	Annual Budget	\$ 204,000.00				

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LINN COUNTY ORDINANCE # _____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES, LINN COUNTY,
IOWA
BY MODIFYING PROVISIONS IN CHAPTER 107: ARTICLE VI SECTION 107-117
REGARDING UTILITY SCALE SOLAR INSTALLATIONS AND BATTERY ENERGY
STORAGE SYSTEMS, AND ARTICLE VII SECTION 107-149 RENEWABLE
ENERGY OVERLAY DISTRICT, AND ARTICLE VII TABLE 107-147-1
REGARDING BATTERY ENERGY STORAGE SYSTEMS, AND ARTICLE IX
SECTION 107-180 DEFINITIONS RELATED TO UTILITY SCALE SOLAR AND
BATTERY ENERGY STORAGE SYSTEMS**

BE IT ORDAINED by the Board of Supervisors, Linn County, Iowa as follows:

SECTION 1. SUBSECTION MODIFIED. Chapter 107, Article VI, Section 107-117 §
(h) is hereby repealed and replaced to read as follows:

(h) *Utilities, utility scale solar installations.*

- (1) *Purpose.* To encourage utility scale photovoltaic solar installations. Concentrating solar power (CSP) systems shall be prohibited.
- (2) *Major site plan and rezoning required.* A major site plan shall be submitted and reviewed prior to the approval of a utility scale solar installation. The area to be used for the utility scale solar installation shall require rezoning to the Renewable Energy overlay zoning district.
- (3) *Conformance with Linn County Utility Scale Solar Scorecard.* All projects shall meet the minimum passing threshold in the Linn County Utility Scale Solar Scorecard, as established by the Board of Supervisors.

(4) *Additional information.* In addition to all submittal requirements of a major site plan and rezoning application, the application for a utility scale solar installation shall include the following information on the site plan or in narrative form, supplied by the utility scale solar installation owner, operator or contractor installing the structures:

- a. Legal descriptions of all properties, leased and/or owned, identified to be part of the project area.
- b. Number, location and spacing of solar panels/arrays.
- c. Planned location of underground or overhead electric lines.
- d. Project development timeline which indicates how the applicant will inform adjacent property owners and interested stakeholders in the community.
- e. Pre-construction survey of nearby roads that may be impacted by construction of the facility.
- f. Interconnection agreement.
- g. Operation and maintenance plan.
- h. Decommissioning plan.
- i. Agricultural Impact Mitigation Plan.
- j. Vegetative Management Plan.
- k. Wildlife/Biological Habitat Assessment & Mitigation Plan.
- l. Setback analysis showing the minimum setback requirements, or any agreed on greater setback provisions, are met by the project.
- m. Emergency Response Plan.

(5) *Site and structure requirements.*

- a. *Setback.* Setbacks for all structures (including solar arrays) must adhere to the minimum principal setback standards for the zoning district where the project is located in addition to dwelling and stream corridor setbacks
 1. Solar panels, structures, and electrical equipment, excluding fences and power lines for interconnection, shall be kept a minimum of three hundred (300) feet from dwellings, unless the property owner waives the setback. Waiver must be in writing and recorded.
 2. Solar panels, structures, and electrical equipment, excluding fences and power lines for interconnection, shall be kept a minimum of one hundred and twenty (120) feet from the centerline of all stream corridors and open ditches containing perennial flow throughout the majority of the growing season.
- b. *Screening.* Project shall provide vegetative screening for all dwellings within 1,000 feet of the project boundaries.
 1. Applicant shall submit a screening plan for each dwelling within 1,000 feet of the project boundaries.

2. Screening may be waived by the owner of a dwelling. Waiver must be in writing and recorded.
 3. Screening may be waived by the Zoning Administrator upon submission of a viewshed study from the applicant demonstrating that the project is not within the viewshed of the dwelling due to topography, existing vegetation, or other factors. The point of reference used in the viewshed study shall be as close to the dwelling as possible.
 4. Any vegetative screening within the project boundaries shall be maintained throughout the life of the project by the project owner. Any screening on the dwelling property shall be maintained by the project owner for no less than twelve months.
 5. Deciduous trees shall have a minimum caliper of 1.5" when planted, shall be at least six (6) feet tall within three (3) years of installation, and shall have a minimum mature height of twelve (12) feet.
 6. Screening plans shall use no less than two varieties of tree.
- c. *Utility connections.* Reasonable efforts shall be made to place all utility connections from the solar installation underground, depending on appropriate soil conditions, shape and topography of the site, distance to the connection, or other conditions or requirements.
 - d. *Grading plan.* A grading plan shall be submitted and shall include all proposed changes to the landscape of the site (e.g., clearing, grading, topographic changes, tree removal, etc.).
 - e. *Glare minimization.* All solar panels must be constructed to minimize glare or reflection onto adjacent properties and adjacent roadways and must not interfere with traffic, including air traffic, or create a safety hazard.
 - f. Compliance with local, state and federal regulations. Utility scale solar installations shall comply with applicable local, state and federal regulations.
 - g. *Appurtenant structures.* All appurtenant structures shall be subject to bulk and height regulations of structures in the underlying zoning district.
 - h. *Floodplain considerations.* Utility scale solar installations are considered to be maximum damage potential structures and facilities for purposes of the floodplain district regulations.
 - i. *Fencing/security.* A security fence must be installed along all exterior sides of the utility scale solar installation and be equipped with a minimum of one gate and locking mechanism on the primary access side. Security fences, gates and warning signs must be maintained in good condition until the utility scale solar installation is dismantled and removed from the site.
 - j. *Panel Height.* To encourage the establishment of a diverse native seed mix, panels shall be installed a minimum of 24" from the lower edge of the panel at maximum tilt to the ground.

(6) *Avoidance and mitigation of damages to public infrastructure.*

- a. *Roads.* Applicants shall identify all roads to be used for the purpose of transporting solar components, substation parts, cement, and/or equipment for construction, operation or maintenance of the solar installation and obtain applicable weight and size permits from the impacted road authority prior to construction.
 - b. *Existing road conditions.* Applicant shall conduct and provide evidence of a pre-construction roadway conditions survey, in coordination with Linn County Secondary Roads, to determine baseline road conditions and authority. The survey shall adequately document all road, road right of way, and public drainage infrastructure conditions requested for use during all phases of construction. Applicants shall enter into a Road Use Agreement with Linn County Secondary Roads that clearly details responsibilities for on-going road maintenance and dust control measures for all identified Linn County jurisdictional roads during all phases of construction. The Road Use Agreement shall require certain applicant and county undertakings, including but not limited to providing financial assurance in the form of an irrevocable letter of credit, bond, cash, escrow or other form of security or guaranty acceptable to Linn County. The form of security shall be posted prior to construction mobilization and remain in effect up to 12 months post construction. At construction completion, Applicant shall conduct and provide evidence of a post construction roadway conditions survey, in accordance with the Road Use Agreement and in coordination with Linn County Secondary Roads, to determine Linn County Road conditions meet the Linn County Secondary Roads Engineer satisfaction.
 - c. *Drainage system.* The applicant shall be responsible repair of damage to public drainage systems stemming from construction, operation or maintenance of the solar installation. Applicant shall acknowledge any damage to public drainage systems and the responsibility for repair in a timely manner within 72 hours of damage discovery.
- (7) *Operation and maintenance plan.* The applicant shall submit a plan for the operation and maintenance of the solar installation including all necessary services, frequency of service, preventative maintenance measures, and monitoring. The operation and maintenance plan should include at a minimum:
- a. Preventative maintenance practices and schedules for all on-site equipment including but not limited to: inverters, panels, equipment pads, tracking systems, transformers, access entrances, internal roads, gates, fencing, security systems, stormwater management installations
 - b. Annual reporting and verification to county on the status or changes to ongoing service schedule
 - c. Schedule of all other monthly, annual, or semiannual reporting requirements for other submittals including: agricultural impact mitigation plan, decommissioning plan, and vegetation management plan.
 - d. *Noise.* No operating solar energy equipment shall produce noise exceeding any of the following limitations, with the exception of initial

construction and routine maintenance. Adequate setbacks and effective noise mitigating equipment shall be used to comply with these limitations:

1. An hourly average noise level of fifty-five (55) dBA during the day (between sunrise and sunset), and an hourly average noise level of fifty (50) dBA at night (between sunset and sunrise), as measured at the occupied dwelling of any adjacent property containing an existing residential structure. If the ambient sound pressure level exceeds 55 dBA during the day or 50 dBA at night, the standard shall be the ambient Leq (equivalent continuous sound pressure level) plus 5 dBA.
 2. A baseline noise evaluation shall be completed by a board certified professional by the Institute of Noise Control Engineering (INCE), or an appropriately licensed Professional Engineer (PE) prior to construction of the proposed solar site.
 3. A post-construction noise evaluation shall be performed by a third-party board certified professional by the Institute of Noise Control Engineering (INCE), or an appropriately licensed Professional Engineer (PE) following commencement of commercial operation of the project to verify compliance with the County's standards.
 4. The owner(s) of an adjacent property may voluntarily agree, by written and recorded waiver, to a higher noise level.
- e. *Issue resolution protocols.* Contact information for responsible party to address issues that may arise (damaged equipment causing excessive noise, etc)
- f. *Disposal/recycling plan for damaged or obsolete facility equipment or hazardous waste.* No storage of inoperable or obsolete equipment shall be allowed to remain on-site. Site operator shall be responsible for the cleanup of debris related to storm damage.
- g. *Cleaning chemicals and solvents.* During operation of the proposed installation, all chemicals or solvents used to clean photovoltaic panels should be low in volatile organic compounds and the operator should use recyclable or biodegradable products to the extent possible. Any on-site storage of chemicals or solvents shall be referenced.
- h. *Maintenance, repair, or replacement of facility.* Maintenance shall include, but not be limited to, painting, structural repairs, and integrity of security measures. Site access shall be maintained to a level acceptable to emergency response officials. Any retrofit, replacement or refurbishment of equipment shall adhere to all applicable local, state and federal requirements.
- i. *Repowering.* At the discretion of the zoning administrator, proposals to replace more than twenty five percent (25%) of the panels in a facility within a twelve (12) month period may be required to submit a plan for review and approval. A repowering event does not include replacement of panels in previously approved locations due to weather damage, equipment failure, or a force majeure event.

1. The plan shall include updated information for some or all of the reports and plans required by this section, as determined necessary by the zoning administrator.
2. The zoning administrator shall review and approve, conditionally approve, or deny the repowering plan.

(8) *Decommissioning, abandonment, and site restoration plan.*

- a. The application must include a decommissioning plan that describes the following:
 1. The anticipated life of the utility scale solar installation.
 2. The anticipated manner in which the project will be decommissioned, including plans to recycle components and dispose of any hazardous materials.
 3. The anticipated site restoration activities.
 4. The estimated decommissioning costs in current dollars.
 5. The method for ensuring that funds will be available for decommissioning and restoration of the site.
- b. *Decommissioning cost considerations.* The applicant shall provide the basis for estimates of net costs for decommissioning the site. Site restoration activities as described later in this section.
 1. Removal of any hazardous materials at the facility, as determined by a Toxic Characteristic Leaching Procedure (TCLP) or other similar test approved by Linn County and as described in the facility's Operations and Maintenance Plan. TCLP testing shall be performed prior to any ground disturbance at the project site.
 2. Salvage value shall not be included in the cost estimate.
 3. The cost basis shall include a mechanism for calculating adjusted costs over the life of the project.
- c. *Site restoration activities.* Restoration activities shall include, but not be limited to, the following:
 1. Removal of all components and equipment.
 2. Soil in project area shall be decompacted and seeded with a cover crop, unless otherwise specified in the approved vegetation plan and/or agricultural impact mitigation plan.
 3. For any part of the energy project on leased property, the plan may incorporate agreements with the landowner regarding leaving access roads, fences, gates or repurposed buildings in place or regarding restoration of agricultural crops or forest resource land. Any use of remaining structures must be in conformance with the regulations in effect at that time.
- d. *Performance agreement and proof of financial surety.* At the time of permitting, the applicant, facility owner, or site operator shall provide a

Performance Agreement and accompanying financial surety instrument to cover the cost of decommissioning in accordance with the following:

1. Decommissioning funds shall be an amount equal to the total costs for decommissioning the site, plus a ten percent (10%) contingency.
 2. Decommissioning funds shall be maintained in the form of a performance bond, surety bond, bank letter of credit, stable parent company guarantee, or other form of financial assurance as approved by the County. Any financial document evidencing the maintenance of the decommissioning funds shall include provisions for releasing the funds to the County in the event decommissioning is not completed in a timely manner.
 3. Prior to any ground disturbance, grading or construction activity on the site, twenty-five percent (25%) of total estimated decommissioning costs shall be provided by any of the means listed above. An additional twenty five percent (25%) shall be provided within five (5) years and ten (10) years of the date of initial approval, and the remaining twenty five percent (25%) of the total re-estimated decommissioning costs shall be provided within fifteen (15) years of the date of initial approval. From that point forward, 100% of the total estimated decommissioning costs as determined by the most recent re-estimation shall be maintained in the decommissioning fund until the end of the functional life of the project.
 4. Financial surety shall be maintained for the life of the project.
 5. Proof of recertification of the financial surety instrument must be submitted to the County annually.
 6. Every five (5) years, the facility owner or operator shall retain an independent Licensed Iowa Engineer approved by the County to re-estimate the total cost of decommissioning and attest that the value of the financial surety instrument is appropriate. This report shall be filed with the County and shall incorporate any new industry information learned since the last cost determination.
 7. The required amount of the decommissioning fund shall match the re-estimated cost of decommissioning. Within ninety (90) days of filing the re-estimation report with the County, the facility owner or operator shall cause the fund balance of the financial surety instrument to be adjusted to ensure that it matches the re-estimated decommissioning cost.
- e. *Commencement of site decommissioning.* Decommissioning of the site shall commence at the time identified in the project decommissioning plan or performance agreement, or when the facility is determined to have been abandoned.

1. Decommissioning shall be completed in accordance with the approved decommissioning plan.
2. The landowner or tenant shall notify the Zoning Administrator both when the project is discontinued and when decommissioning is complete.
3. Third-party verification, as well as County verification of completed decommissioning will be required before the financial surety may be released.
4. The facility will be considered abandoned in the following circumstances:
 - (i) Upon termination or expiration of the solar farm leases/easements or
 - (ii) After one year without production, storage of energy, or use as a backup facility.
 - (iii) Exceptions could be made for:
 - A. A force majeure event that has occurred or is occurring, which will prevent the facility from resuming operation within 12 months.
 - B. If the facility is in the process of being repowered.
 - C. The project is pending completion of construction of the facility due to a backlog of cases or service requests in the MISO queue.
 - D. A situation in which the project owner can provide evidence to the county board of supervisors, that the facility's period of continuous inactivity is due to circumstances beyond the project owner's control and that the facility has not been abandoned.
 - E. Appeal of the notice of abandonment from the county within a set time of the project owner's receipt of the notice in which the project owner explains the reasons for operational difficulty and provides a timeframe for corrective action that the county deems reasonable.

(9) Agricultural Impact Mitigation Plan (AIMP)

- a. The applicant shall submit an AIMP detailing strategies to avoid or mitigate detrimental impact to agricultural land resulting from the construction, operation, maintenance and/or decommissioning of the solar project. The primary goal of the AIMP is long-term protection of

soil health to ensure the project area can be used for productive agricultural use both during, and at the end of the functional life of the project.

b. The AIMP shall include, but not be limited to, the following information:

1. Project overview. Provide general background, list of project components, and construction timeline.
2. Environmental/Agricultural Monitoring
 - (i) On-site monitoring to be conducted by third party environmental/agricultural professional during construction.
 - (ii) Report of findings to be submitted to county every 30 days during construction.
 - (iii) Responsible for verification and monitoring during and post construction of:
 - A. Soil segregation, stockpiling, backfilling, respreading methods
 - B. Trenching, & foundation installation
 - C. Compaction avoidance and decompaction practices
 - D. Grading Plan adherence
 - E. Wet weather conditions planning
 - F. Drain tile system
 - G. Erosion and sediment control measures
 - H. Installation and effectiveness of stormwater management structures
 - I. Invasive species prevention and mitigation
3. *Best Management Practices During Construction and Operation*
 - (i) Best Management Practices (BMPs) shall be included that demonstrate Low Impact Development (LID) measures the applicant will take during construction to minimize negative impact to long-term soil health and future agricultural viability. BMPs should preserve topsoil, reduce or eliminate compacted soils, test and design the project with regard for protection of existing soil profile below 12 inches, include robust long-term soil health monitoring protocols, invasive species prevention, and establish and maintain native, deep-rooted vegetative ground cover.
4. *Subsurface Drain Tile Survey, Avoidance & Mitigation Plan*
 - (i) Documentation and mapping of existing drain tile systems within the entire project area including elevation, location, and size of tile inlet and outlets
 - (ii) Plan for relocation, removal or restoration of tile damaged during construction

(iii) Description of long-term maintenance and plan for ongoing review of existing and newly constructed tile systems (if applicable).

5. Pre-construction Soil Health Analysis and Long-Term Soil Monitoring Plan

(i) Prior to construction, a soil analysis shall be conducted and assessed by a third-party professional to establish baseline soil health.

(ii) Required sampling protocol:

A. Pre-Construction and Post- Construction Baseline Surveys

- 1) One sampling location per zone shall be created based on random sample method or soil type, with each zone not to exceed 20 acres.
- 2) Two samples shall be collected from each sampling location (for example, the plow layer from 0 to 8 inches and subsoil from 8 to 16 inches).
- 3) Each sample shall consist of a minimum of 10 subsamples collected from disparate locations surrounding the sample location in each zone. Samples shall be analyzed for soil health and soil chemical parameters during the same seasonal period and at the same sampling locations once prior to construction and once post-construction to establish a baseline.
- 4) In-field assessment resource evaluations shall be performed in conjunction with soil health testing for the purpose of tracking compaction, soil organic matter and aggregate stability indicators.
- 5) Soil sample analyses shall utilize a laboratory testing program that includes standard chemical analysis for Phosphorous, Potassium, Calcium, Sulfur, pH, Cation Exchange Capacity (CEC), base saturation, and organic matter, and soil health analyses for soil respiration, wet aggregate stability, and active (permanganate oxidizable) carbon.

B. Year 5 through end of project life

- 1) Same sampling protocol as above except frequency shall occur once every five years.
- 2) Third-party evaluation and report on soil condition changes against baseline data throughout the lease period. Frequency of reporting shall match sampling protocol.

6. *Soil Protection and Compaction Avoidance*

(i) Plan should include, at a minimum, a narrative or plan for LID construction practices and methods to be used during each

stage of construction for protecting and preserving topsoil. Practices and methods should address, at a minimum, topsoil removal, segregation, stockpiling, replacement during backfill, and resspreading, grading minimization, compaction prevention, wet weather conditions, and post-construction decompaction.

- A. All project areas in agricultural production at the time of permit issuance, shall be seeded with temporary cover within three months of commencement of pre-construction/civil activities (mobilization) if disturbance is not intended to occur within two months.

7. Erosion and Sediment Control

- (i) The applicant agrees to conduct all roadwork and other site development work in compliance with a national pollutant discharge elimination system (NPDES) permit as required by the state department of natural resources and comply with requirements as detailed by local jurisdictional authorities during the plan submittal. If subject to NPDES requirements, the applicant must submit the permit for review and comment, and an erosion and sediment control plan before beginning construction. The plan must include both general "best management practices" for temporary erosion and sediment control both during and after construction and permanent drainage and erosion control measures to prevent damage to local roads or adjacent areas and to prevent sediment-laden runoff into waterways.

8. Stormwater Management Plan

- (i) For the purposes of pollutant removal, stormwater rate and runoff management, flood reduction and associated impacts, the applicant shall provide a detailed analysis of pre- and post-development stormwater runoff rates for review by local jurisdictional authorities. Such review may incorporate stormwater management criteria as set forth in the Cedar Rapids Metropolitan Area Engineering Design Standards Manual for detention of specified rainfall events, and infiltration components consistent with practices as detailed in the state stormwater management manual.

(10) *Vegetation Management Plan.* The application must include a vegetation management plan with the primary function of promoting long term soil health, through plant stand persistence, plant diversity, and use of deep-rooted perennials by utilizing recognized establishment and maintenance practices for native vegetation. The Vegetation Management Plan shall include:

- a. A description of the site characteristics including project location, size of the project in terms of acres, existing vegetation, current land uses, soils on and adjacent to the site using, topography with and adjacent to project site using 2' contours, and a description of the general

hydrologic conditions of the site and adjoining areas noting any significant features (public waters, water bodies, drainage ways, wetlands, farmed wetlands, restorable wetlands, sinks, hydric soils, etc.).

- b. A description of the management areas with maps including but not limited to the following: areas under the arrays, perimeter plantings, and any other designated management areas within or adjacent to the site.
- c. A description of the management objectives for each management area including:
 - 1. Short-term management objectives for each area (seed establishment 0-5 years). The emphasis will be on management strategies used during the vegetation establishment phase such as: cover crop and soil stabilization, weed and non-native species management, targeted re-seeding, etc.
 - 2. Long term management objectives for each area (5 years after establishment to end of permit) such as: target goals such as the percentage of the site covered by native species, development of a monitoring plan, and management strategies such as supplemental seeding.
- d. Establishment and management practices including:
 - 1. Site preparation (schedules/sequence of planned construction, planting, and management activities).
 - 2. Eliminating soil compaction prior to seeding.
 - 3. Seedbed preparation.
 - 4. Invasive species prevention.
 - 5. Cover crop planting and temporary covers.
 - 6. Establishment methods in years 0-5.
 - 7. Management methods in year 6 and beyond.
 - 8. Grazing practices (if applicable).
- e. Seeding and planting practices including:
 - 1. Seed mixes (names, ounces/acre in Pure Live Seed), seeds per sq ft., % of mix based on seeds per sq ft). A complete list of seeds shall be provided as well as a map denoting the seed mix areas. Prior to seed procurement, seed origin shall be added to the list of seeds.
 - I. At a minimum, ground under and around the solar array shall be planted with a perennial vegetated ground cover that includes a mix of perennial grasses and wildflowers that will preferably result in short stature prairie with a diversity of forbs and flowering plants that bloom throughout the growing seasons. Perennial vegetation (grasses and forbs) used shall be native on a regional basis (preferably to Iowa) but where

appropriate to the ground cover plan goals, may also include other naturalized and non-invasive species which limit noxious and invasive species encroachment, provide habitat for pollinators and wildlife, build soil health, and/or provide other ecosystem services (i.e. clovers). Non-native species shall be limited to the following: legumes, not exceed 20 seeds per square foot and grasses, not to exceed 15 seeds per square foot.

- II. Wherever native vegetation is discussed, including in the Linn County Utility Scale Solar Scorecard, native vegetation shall be defined as seed mix plan that meet criteria as described within the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS) Iowa 327 Conservation Cover Standard and supporting reference documents developed through the use of the Iowa NRCS Native Seed Calculator, or any other similar standard as approved.
 - III. Cover Crop and other short-term seeding methods shall be utilized for the purpose of site stabilization for all areas in agricultural production *within* three months of commencement of pre-construction/civil activities (mobilization) if planned disturbance is not intended to occur within 2 months of the time of permit issuance, preventing growth of noxious and invasive species, and aide in long term vegetative establishment. In addition to seed criteria specified above cover crop choice(s) shall meet or exceed 80% by volume of Pure Live Seed at time of use, be seeding date and zone appropriate for the selected species and be based on minimum thresholds as described within the USDA – NRCS Iowa 340 Cover Crop Standard, or other similar standard as approved.
2. If visual screening is part of the project, provide a complete list of plantings as well as the size of the plantings.
 3. Summarize steps taken to ensure that any pesticides used at or near the site will not drift and impact native vegetation.
 4. Describe how planting will be conducted in each area (array, perimeter, detention area, etc.) including the sequence of planting, time of planting, and planting method.
- f. Vegetation monitoring and adaptive management practices to be used on site including:
1. Construction monitoring. For compliance with the Agricultural Impact Mitigation Plan, a third-party qualified site monitor shall be required to be present on site during construction to ensure soil health is maintained.
 2. Vegetation establishment and monitoring plan. A qualified third-party independent monitor shall complete vegetation monitoring activities and provide reports to Linn County staff. Reports shall be submitted annually during the establishment phase (first 5

years) and every three years afterwards. Reports shall include: summary of site conditions and management activities, description of adaptive management actions implemented, description of any management challenges, an evaluation on whether the project is meeting stated management objectives.

3. Adaptive management practices. Adaptive management approach shall use the results of the annual report and other site visits to determine measures necessary to achieve the stated management objectives.

(11) Wildlife and Habitat Assessment and Mitigation Plan

- a. The applicant shall submit a Wildlife and Habitat Assessment and Mitigation Plan detailing strategies to avoid, or mitigate for, detrimental impact to existing habitat and wildlife resulting from the construction, operation, maintenance and/or decommissioning of the solar project. Consideration of established migration patterns, emphasis on habitat fragmentation avoidance, and allowance for limited wildlife movement into and through the array zones via wildlife friendly fencing design shall be considered.
- b. Fenced array areas are limited to 160 acres before establishment of a wildlife corridor shall be required.
- c. Solar panels, structures, electrical equipment, and fencing, excluding power lines for interconnection, through established drainageways. Drainageways shall be defined as stream corridors and open ditches containing perennial flow throughout the majority of the growing season.

(12) Emergency Response Plan.

- a. The applicant shall submit an emergency response plan prior to any ground disturbance at the project site detailing the planned response actions that will be taken by the solar facility operator, including any battery energy storage systems in the event of an emergency situation. These actions are intended to minimize health risks to personnel and people in the surrounding community, as well as minimize adverse impacts to the environment.
 1. The plan shall include, but is not limited to, a detailed narrative of response procedures and the facility representatives responsible for management of the following plausible contingencies that could occur at the facility: natural disaster/severe weather, fire, security incident, capacity/transmission, environmental, chemical, pipeline (if applicable), and medical. It shall include procedures for a site evacuation, designated egress routes and emergency staging areas.
 2. The plan shall include a stand-alone section detailing the emergency response protocols specific to battery energy storage areas (if applicable).

3. The plan shall be developed in coordination with local first responders, Linn County Emergency Management & Linn County Public Health personnel.
- (13) *Future Operators.* Future operators, successors, assignees, or heirs shall agree in writing to accept and to conform to all conditions of approval in the staff report. Prior notice to the County of the intent to sell or transfer ownership shall be done in a timely manner. Such agreement shall be filed with and accepted by the County before the transfer to a new operator, successor, assignees, or heirs shall be effective.

SECTION 2. SUBSECTION ADDED. Chapter 107, Article VI, Section 107-117 (i) is hereby added including language related to consumer scale battery energy storage systems, to read as follows:

- (i) *Utilities, consumer scale battery energy storage systems.* Consumer scale battery energy storage systems that are accessory to a principal use and are meant to store energy to be primarily used on-site. A complete application shall include the following:
 - (1) *Minor site plan and permits.* A minor site plan shall be submitted and reviewed prior to approval.
 - (2) All required permits shall be obtained prior to construction.
 - (3) *Setbacks.* These installations must adhere to the minimum setback standards for the zoning district where the project is located, and any applicable buffer requirements.

SECTION 3. SUBSECTION ADDED. Chapter 107, Article VI, Section 107-117 (j) is hereby added including language related to utility scale battery energy storage systems, to read as follows:

- (j) *Utilities, utility scale battery energy storage systems.* Utility scale battery energy storage systems that are meant to store and/or supply energy for the primary purpose of wholesale or retail sales of generated electricity, and that are proposed either as part of a utility scale solar project or wind farm or as a standalone project that requires rezoning to the Renewable Energy overlay zoning district. A complete application shall include the following:
 - (1) *Major site plan required.* A major site plan shall be submitted and reviewed prior to the approval of a utility scale battery energy storage system. This site plan shall also include the following in addition to requirements set forth in Section 107-71.
 - a. Power and communications lines.
 - b. A preliminary equipment specification sheet that documents the proposed battery energy storage system components, inverters and associated electrical equipment that are to be installed. A final

equipment specification sheet shall be submitted prior to the issuance of building permit.

(2) Additional information. In addition to all submittal requirements of a major site plan and rezoning application, the application for the battery energy storage system shall include the following:

- a. Property legal descriptions. Legal descriptions shall be submitted for the subject property (leased and/or owned) on which the battery energy storage system will be located.
- b. Pre-construction survey of nearby roads that may be impacted by construction of the facility.
- c. Interconnection agreement.
- d. Operation and maintenance plan.
- e. Title investigation report.
- f. Emergency response plan.
- g. Decommissioning plan.
- h. Setback analysis showing the minimum setback requirements, or any agreed on greater setback provisions, are met by the project.

(3) *Site and structure requirements.*

a. *Setbacks.*

1. All components of the battery energy storage system shall be setback at least two hundred (200) feet from a property line or right-of-way.
2. All components, except the interconnection point, installed as part of the battery energy storage system shall be setback at least five (500) hundred feet from the nearest property line including an occupied structure not located on the subject property. However, if the developer of the facility can obtain and record with the County Recorder a written, signed, and notarized statement from the owner of the property containing said structure waiving this setback, the minimum setback from may be reduced to two hundred (200) feet.
3. If the battery energy storage system is to be installed in conjunction to a new utility-scale solar facility, the battery energy storage system shall be sited so as to be located within the interior of said facility, with the banks of solar panels lying between the battery energy storage system and the edges of the facility.
4. All components of the battery energy storage systems shall be setback a minimum of one hundred and twenty (120) feet from the centerline of all stream corridors and open ditches containing perennial flow throughout the majority of the growing season.

b. *Height.* Battery energy storage system shall not exceed the maximum height for the zoning district in which it is located.

- c. *Fencing Requirements.* The battery energy storage system including all mechanical equipment, shall be enclosed in fencing, with a self-locking gate, and shall be a primarily woven wire or agricultural style fencing. The fence shall contain appropriate warning signage that is posted such that is clearly visible on the site. The warning signage shall include the type of technology associated with the battery energy storage system, any special hazards associated, the type of suppression system installed in the area of the battery energy storage system, and 24-hour emergency contact information, including reach-back phone number. Security fences, gates and warning signs must be maintained in good condition until the installation is dismantled and removed from the site.
 - d. *Landscape buffer and screening.* In an effort to mitigate any potential negative effects and reduce the visual impact of the facility, the perimeter of the facility shall be landscaped to create a visual screen from neighboring properties. Landscaping shall be installed within a planting area around the facility, in accordance with the following standards:
 - 1. The landscaping buffer shall preferably use trees, shrubs, grasses and forbs that are native to Iowa, or where appropriate may include naturalized and non-invasive species.
 - 2. The landscaping buffer shall use a combination of trees and plants to provide a vegetative screen. Trees shall be at least six (6) feet tall within three (3) years of installation and shall have a minimum mature height of twelve (12) feet or the height of any fencing, whichever is taller.
 - 3. The planting area shall be located immediately adjacent to and outside the use area and shall extend no further than fifty (50) feet beyond the outside of the use area, which includes the security fence, required parking areas, required stormwater infrastructure, or other structures or infrastructure required or proposed with the development.
 - 4. At the discretion of the approving authority, the minimum mature height of vegetative screening may be modified where the applicant can show good cause or practical difficulty.
 - 5. If the battery energy storage system is being constructed within the interior of a utility-scale solar facility, Planning and Zoning staff may waive or modify the requirements in this subsection specific to battery energy storage systems.
 - e. *Floodplain considerations.* Utility scale battery energy storage systems are considered to be maximum damage potential structures and facilities for purposes of the floodplain district regulations.
- (4) *Avoidance and Mitigation of Damages to Public Infrastructure.*
- a. *Roads.* Applicants shall identify all roads to be used for the purpose of transporting solar components, substation parts, cement, and/or equipment for construction, operation or maintenance of the solar

installation and obtain applicable weight and size permits from the impacted road authority prior to construction.

- b. *Existing road conditions.* Applicant shall conduct and provide evidence of a pre-construction roadway conditions survey, in coordination with Linn County Secondary Roads, to determine baseline road conditions and authority. The survey shall adequately document all road, road right of way, and public drainage infrastructure conditions requested for use during all phases of construction. Applicants shall enter into a Road Use Agreement with Linn County Secondary Roads that clearly details responsibilities for on-going road maintenance and dust control measures for all identified Linn County jurisdictional roads during all phases of construction. The Road Use Agreement shall require certain applicant and county undertakings, including but not limited to providing financial assurance in the form of an irrevocable letter of credit, bond, cash, escrow or other form of security or guaranty acceptable to Linn County. The form of security shall be posted prior to construction mobilization and remain in effect up to 12 months post construction. At construction completion, Applicant shall conduct and provide evidence of a post construction roadway conditions survey, in accordance with the Road Use Agreement and in coordination with Linn County Secondary Roads, to determine Linn County Road conditions meet the Linn County Secondary Roads Engineer satisfaction.
 - c. *Drainage system.* The applicant shall be responsible for repair of damage to public drainage systems stemming from construction, operation or maintenance of the installation.
- (5) *Operation and maintenance plan.* The applicant shall submit a plan for the operation and maintenance of the battery energy storage system, including all necessary services, frequency of service, preventative maintenance measures, and monitoring. The operation and maintenance plan should include at a minimum:
- a. Preventative maintenance practices and schedules for all on-site equipment.
 - b. Annual reporting and verification to county on the status or changes to ongoing service schedule
 - c. *Noise.* The one (1) hour average noise generated by from the battery energy storage system, components, and associated ancillary equipment shall not exceed a noise level of fifty-five (55) dBA as measured from the occupied dwelling of any adjacent property containing an existing residential structure. Applicants may submit equipment and component manufacturer noise ratings at the time of application to demonstrate compliance. If the ambient sound pressure level exceeds 55 dBA, the standard shall be the ambient Leq (equivalent continuous sound pressure level) plus 5 dBA.
 - 1. At the discretion of the approving authority, the applicant may be required to provide a baseline noise evaluation study completed by a board certified professional by the Institute of Noise Control

Engineering (INCE), or an appropriately licensed Professional Engineer (PE) prior to construction of the proposed solar site.

2. To document decibel level if there is a complaint on an operational system, at the discretion of the Zoning Administrator, the owner shall commission a report providing Operating Sound Pressure Level measurements from a reasonable number of sampled locations at the property line of any adjacent property containing an existing residential structure or any property zoned residential to demonstrate compliance with this standard. Report shall be completed by a board certified professional by the Institute of Noise Control Engineering (INCE), or an appropriately licensed Professional Engineer (PE).
3. The owner(s) of an adjacent property may voluntarily agree, by written waiver, to a higher noise level.
- d. *Issue resolution protocols.* Contact information for responsible party to address issues that may arise (damaged equipment causing excessive noise, etc)
- e. *Disposal/recycling plan for damaged or obsolete facility equipment or hazardous waste.* No storage of inoperable or obsolete equipment shall be allowed to remain on-site. Site operator shall be responsible for the cleanup of debris related to storm damage.
- f. *Fire safety compliance.* The applicant shall document and describe how the fire safety system and its associated controls will function and be maintained in proper working order.
- g. *Stormwater management considerations.*
 1. A run-off catch basin or other similar facility may be required to prevent contaminants from leaving the project area. If required, the applicant shall describe how the basin will be maintained for the life of the project.
 2. Applicant shall contact the Iowa Department of Resources and Linn Soil and Water Conservation District to request recommendations for stormwater management practices to be used on the site. These recommendations may be considered by the Planning & Zoning Commission and the Board.
- (6) *Tile Investigation Report.* The applicant must submit a tile investigation report for the entire project area, identifying all drain tiles located therein. The applicant shall maintain and protect all drain tiles located within the project area and shall repair or replace any drain tiles damaged as a consequence of the installation or removal of the battery energy storage system and/or associated components.
- (7) *Emergency Response Plan.* A copy of the approved emergency response plan shall be given to the system owner, the local fire department, and local fire code official. A permanent copy shall also be placed in an approved location to be accessible to facility personnel, fire code officials,

and emergency responders. The emergency operations plan shall include the following information:

- a. Procedures for safe shutdown, de-energizing, or isolation of equipment and systems under emergency conditions to reduce the risk of fire, electric shock, and personal injuries, and for safe start-up following cessation of emergency conditions.
- b. Procedures for inspection and testing of associated alarms, interlocks, and controls.
- c. Procedures to be followed in response to notifications from the battery energy storage system, when provided, that could signify potentially dangerous conditions, including shutting down equipment, summoning service and repair personnel, and providing agreed upon notification to fire department personnel for potentially hazardous conditions in the event of a system failure.
- d. Emergency procedures to be followed in case of fire, explosion, release of liquids or vapors, damage to critical moving parts, or other potentially dangerous conditions. Procedures can include sounding the alarm, notifying the fire department and Linn County Emergency Management, de-energizing equipment, and controlling and extinguishing the fire.
- e. Procedures for dealing with battery energy storage system equipment damaged in a fire or other emergency event, including maintaining contact information for personnel qualified to safely remove damaged battery energy storage system equipment from the facility.
- f. Other procedures as determined necessary by the County to provide for the safety of occupants, neighboring properties, and emergency responders.
- g. Procedures and schedules for conducting drills of these procedures and for training local first responders on the contents of the plan and appropriate response procedures.

(8) Decommissioning and site restoration plan. The decommissioning and site restoration plan shall address and/or ensure the following standards:

- a. Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations.
- b. The anticipated life of the battery energy storage system.
- c. The estimated decommissioning costs and method of ensuring funds will be available. Estimates for the total cost for decommissioning the site shall be determined by a Licensed Engineer. Salvage value shall not be included in the cost estimate. Cost estimate shall include a mechanism for calculating adjusted costs over the life of the project.
- d. The manner in which the site will be restored, including a description of how any changes to the surrounding areas and other systems adjacent to the battery energy storage system, such as, but not limited to, structural elements, building penetrations, means of egress, and

required fire detection suppression systems, will be protected during decommissioning and confirmed as being acceptable after the system is removed.

- e. A listing of any contingencies for removing an intact operational energy storage system from service, and for removing an energy storage system from service that has been damaged by a fire or other event.
 - f. Following a continuous one-year period in which no energy is stored, or if substantial action on construction or repairs to the project is discontinued for a period of one year, the permit holder will have one year to complete decommissioning of the battery energy storage system. At the discretion of the zoning administrator, the continuous one-year period that triggers decommissioning may be extended if the applicant demonstrates ongoing commitment to the project through activities such as but not limited to making lease payments or documentation of ongoing maintenance or repairs.
 - 1. Decommissioning shall be completed in accordance with the approved decommissioning plan.
 - 2. The landowner or tenant shall notify the zoning administrator both when the project is discontinued and when decommissioning is complete.
 - g. At the discretion of the approving authority, financial surety may also be required.
- (9) *Future Operators.* Future operators, successors, assignees, or heirs shall agree in writing to accept and to conform to all conditions of approval in the staff report. Prior notice to the County of the intent to sell or transfer ownership shall be done in a timely manner. Such agreement shall be filed with and accepted by the County before the transfer to a new operator, successor, assignees, or heirs shall be effective.
- (10) *Compliance with local, state and federal regulations.* Utility scale battery energy storage systems shall comply with applicable local, state and federal regulations.

SECTION 4. SECTION MODIFIED. Chapter 107, Article VII, Section 107-147 Use Table, Table 107-147-1 is hereby amended adding consumer and utility scale battery energy storage system uses, to read as follows:

Transportation and Utility Uses	STD	AG	RR 1/2 /3	VR	VM	US R	US R- MF	HC	GC	I	CN R	MH
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Utilities	Battery energy storage system – consumer scale	107-117(i)	P/A	P/A	P/A	P/A	P/A	P/A	P/A	P/A	P/A	P/A	P/A
	Battery energy storage system – utility scale	107-117(j)	P									P	

SECTION 5. SECTION MODIFIED. Chapter 107, Article VII, Section 107-149 Renewable Energy Overlay District is hereby amended to read as follows:

- (a) *Purpose.* The county has determined that establishing a renewable energy overlay district is appropriate in order to allow for the orderly development of utility scale solar and wind farm energy projects. This section establishes an overlay district that serves the following purposes:
- (1) To encourage and support the development and use of alternative and renewable energy resources.
 - (2) To encourage development that conforms to the goals, objectives, and strategies in the county's comprehensive plan, and/or any approved fringe area plan (formerly known as city/county strategic growth plan) that pertains to the area in which the development is proposed.
 - (3) To encourage sustainable and energy efficient development as outlined by the Linn County Board of Supervisors Resolution in support of the objectives of the Paris Agreement, which aims to strengthen the global response to the threat of climate change.
 - (4) To advance the seven targets identified by the Linn County Board of Supervisors in the Resolution Declaring a Climate Crisis and Committing to Accelerated Efforts to Limit the Global Average Temperature Increase.
 - (5) To maintain or enhance soil health for future agricultural use after project decommissioning.
- (b) *Geographic location.* The renewable energy overlay district shall be geographically located in those areas currently zoned AG (Agricultural) or CNR (Critical Natural Resources).
- (c) *Permitted uses.* Uses allowed in the renewable energy overlay district include wind farms, utility scale solar installations, and/or utility scale battery energy storage systems.
- (d) *Signage.* Signage shall conform to the requirements in Section 107-94(j) for the underlying zoning district.
- (e) *Additional requirements.* Additional requirements within this chapter and other county ordinances apply to development in the renewable energy overlay district, including but not limited to, the general regulations in article V of this chapter. Other requirements apply to this overlay district, including:
- (1) *Protection of critical natural resources.* Rezoning proposals in CNR (Critical Natural Resources) zoning districts must meet the General Performance

Standards outlined in article VII of this chapter, which are designed to protect delineated critical natural resources.

- (f) *Setbacks.* Setbacks within the renewable energy overlay district shall be subject to a minimum setback of fifty (50) feet from property lines. Setbacks may be reduced to zero when property abuts another property used for a use permitted in this overlay district as described in this section.
- (g) *Outlots and nonbuildable lots.* Platted outlots or parcels that have been determined to be nonbuildable (not a legal lot of record) may be included in the overall site proposed to be used for a wind farm or utility scale solar energy installation.
- (h) *Notification requirements.* To assist in providing adequate notice to interested parties, the applicant for a rezoning to the renewable energy overlay district shall:
 - (1) Within 14 days of filing the rezoning application with the planning and development department, mail a notice via first class mail to property owners and tenants within 1000 feet of the subject site explaining the request and identifying the subject property.
 - (2) Prior to the application being heard at the planning and zoning commission meeting, the applicant shall host a public informational meeting held at a location reasonably accessible to all identified property owners. Applicants must mail a notice of the public informational meeting via first class mail to property owners and tenants within 1000 feet of the subject site.
 - a. Applicants must submit a list of the property owners and tenants contacted, a copy of the notice sent, and a notarized affidavit stipulating to the mailing to the planning and development department.

SECTION 6. SECTION MODIFIED. Chapter 107, Article IX, Section 107-180 is hereby amended by adding thereto new definitions, to read as follows:

Agrivoltaics means the practice of combining solar energy generation with agricultural activities on the same land parcel.

Consumer scale battery energy storage system, (accessory use) means one or more devices attached to or located inside or outside of the principal building footprint, assembled together, capable of storing energy in order to supply electrical energy to serve primarily the energy needs on-site.

Utility scale battery energy storage system means one or more devices, assembled together, capable of storing energy in order to supply electric energy for the primary purpose of wholesale or retail sales of generated electricity, and which is proposed either as part of a utility scale solar project or wind farm or that is proposed as a standalone project that requires rezoning to the Renewable Energy overlay zoning district. This includes all accessory equipment necessary for energy storage, including, but not limited to, inverters, transformers, cooling equipment, switching gear, metering equipment, transmission tie-lines, other power interconnection facilities and/or a project substation.

SECTION 7. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 8. SEVERABILITY. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 9. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 10. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

LINN COUNTY BOARD OF SUPERVISORS

Louis J. Zumbach, Chair

Ben Rogers, Vice Chair

Kirsten Running-Marquardt, Supervisor

I, Linn County Auditor, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors.

Joel D. Miller, Linn County Auditor

STATE OF IOWA
COUNTY OF LINN

This instrument was acknowledged before me on the _____ day of _____, 2023, by Joel Miller as Linn County Auditor.

Notary Public, State of Iowa

Planning & Zoning Commission on the 16TH day of AUGUST, 2023.

Public hearing and First consideration on the 5TH day of SEPTEMBER, 2023.

Second consideration on the 13TH day of SEPTEMBER, 2023.

Third consideration and final passage on the 20TH day of SEPTEMBER, 2023.

Published in the Gazette on the _____ day of _____, 2023.

RESOLUTION 2023 - -

**A RESOLUTION ADOPTING A SCORECARD FOR UTILITY SCALE SOLAR
PROJECTS IN LINN COUNTY**

WHEREAS, the Linn County Board of Supervisors (“Board”) on September 20, 2023, duly adopted Ordinance No. _____ entitled, “An Ordinance Amending the Code of Ordinances, Linn County, Iowa by Modifying Provisions in Chapter 107: Article VI Section 107-117 Regarding Utility Scale Solar Installations and Battery Energy Storage Systems, and Article VII Section 107-149 Renewable Energy Overlay District, and Article VIII Table 107-147-1 Regarding Battery Energy Storage Systems, and Article IX Section 107-180 Definitions Related to Utility-Scale Solar and Battery Energy Storage Systems” (“Utility Scale Solar Ordinance”); and

WHEREAS, the passage and publication of the Utility Scale Solar Ordinance as prescribed by Iowa Code enacted a new subsection 107-117(h)(3) that stipulates “all projects shall meet the minimum passing threshold in the Linn County Utility Scale Solar Scorecard, as established by the Board of Supervisors” and

WHEREAS, the intent of the Linn County Utility Scale Solar Scorecard is to aid the Board of Supervisors in balancing the elements, goals, and objectives of the 2013 Linn County Comprehensive Plan; and

WHEREAS, the Linn County Utility Scale Solar Scorecard awards points for project components that align with Comprehensive Plan elements, goals, and objectives and deduct points for components not alignment with those same elements, goals, and objectives; and

**NOW, THEREFORE, THE LINN COUNTY BOARD OF SUPERVISORS
HEREBY RESOLVES** that the Linn County Utility Scale Solar Scorecard as shown in Attachment A is created for use in evaluating utility scale solar projects proposed in Linn County. The scorecard may be amended from time to time by Resolution of the Board of Supervisors.

PASSED AND APPROVED this _____ day of _____, 2023.

LINN COUNTY BOARD OF SUPERVISORS

Louis J. Zumbach, Chair

Ben Rogers, Supervisor

Kirsten Running-Marquardt, Supervisor

ATTEST:

Joel D. Miller, Linn County Auditor

I, Joel D. Miller, Linn County Auditor, hereby certify that the Linn County Board of Supervisors duly adopted the foregoing resolution at a regular meeting by a vote of: ____ aye, ____ nay, and ____ abstained from voting.

Joel D. Miller, Linn County Auditor

State of Iowa
County of Linn

This instrument was acknowledged before me on the _____ day of _____, 2023, by Joel D. Miller as Linn County Auditor.

Notary Public, State of Iowa

ATTACHMENT A**Linn County Utility-Scale Solar Scorecard**

Planned percent of native species of the entire site's vegetative cover		
	25-35%	+12 points
	36-50%	+20 points
	51-65%	+28 points
	66-80%	+36 points
	>80%	+44 points
	<25%	+0 points

	>75%	+12 points
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Number of agrivoltaic practices on site		
	1 practice	+5 points
	2 practices	+10 points
	>2 practices	+15 points
	No practices	0 points

Planned number of species in entire site's vegetative cover		
	5-9 species	+8 points
	10-15 species	+12 points
	16-19 species	+16 points
	>20 species	+20 points

Planned percentage of the entire site's vegetative cover that includes flowering plants		
	10-25%	+4 points
	26-50%	+8 points
	51-75%	+12 points
	>75%	+16 points
	No flowering plants	-15 points

Site Planning and Management		
	Site has approved vegetation management plan	+20 points
	Site has approved agricultural impact mitigation plan	+20 points

Planned seasons with at least three blooming species present		
	Spring (April - May)	+5 points
	Summer (June - August)	+5 point
	Fall (September - October)	+5 points

Percent of site in a medium (65-82) CSR area		
	10-25%	-4 points
	26-50%	-6 points
	51-75%	-8 points
	>75%	-10 points

Percentage of site that is graded		
	0-10%	+20 points
	10-30%	+10 points
	30-50%	+0 points
	>50%	-10 points

Percent of site in a high (83-100) CSR area		
	10-25%	-6 points
	26-50%	-8 points
	51-75%	-10 points
	>75%	-12 points

Average Solar Panel Height		
	>24"	+5 points
	>26"	+10 points
	>28"	+15 points
	>30"	+20 points
	>32"	+25 points

Percent of site in a low (<65) CSR area		
	10-25%	+6 points
	26-50%	+8 points
	51-75%	+10 points

Increased Setbacks		
	No non-participating dwellings within 300' of project boundaries	+0 points
	No non-participating dwellings within 500' of project boundaries	+30 points
	No non-participating dwellings within 750' of project boundaries	+35 points
	No non-participating dwellings within 1,000' of project boundaries	+40 points

	No non-participating dwellings within 1,250' of project boundaries	+45 points
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Exceptional Good Neighbor Practices		
	Good neighbor payments for adjacent non-participating landowners	+10 points
	Good neighbor payments for tenant farmers displaced by the project	+10 points
	Agreement to source labor locally	+10 points

Minimum passing score: 100