

BOARD OF SUPERVISORSDistrict 1 | **Stacey Walker**District 2 | **Ben Rogers**District 3 | **Louis J. Zumbach****JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER**

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

PH: 319-892-5000 | FAX: 319-892-5009

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Wednesday, September 28, 2022

11 a.m.

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

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

Consent Agenda

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

Approve Traffic Sign Maintenance Policy OP-027

Resolutions

Approve a Resolution Accepting the Design, Fabrication, and Installation of Public Artwork at the Dr. Percy and Lileah Harris Building

Resolution Establishing the Rate of Compensation for Precinct Election Officials resulting from a Precinct Election Officials pay audit

Contract and Agreements

Approve and authorize Chair to sign a Satisfaction of Loan Agreement releasing a Loan with Security dated February 12, 2022 with Troy Mills Area Housing Development Corporation noting all payments have been made

Approve and authorize Chair to sign a Notice of Intent for a National Pollutant Discharge Elimination Services (NPDES) General Permit 1 related to the Linn County Secondary Road District #1 Shop in the 2300 Block of Covington Rd

Approve and authorize Chair to sign a Siemens Contract for the annual Mass Notification System effective July 1, 2022 through June 30, 2023 in the amount of \$12,279.72

Approve and authorize Chair to sign a 28E Agreement between Cedar Rapids Community School District and Linn County Child Development Center Regarding Statewide Voluntary Preschool Program for Four-year old Children running Monday through Friday from August 1, 2022 to June 1, 2023

Authorize Chair to sign contract between Options of Linn County and the All Heart Staffing, Inc for nursing services and rates for the term of September 26th, 2022 through June 30, 2023.

Approve purchase order #PO383 for \$37,153.00 to Sky Auto Mall LLC for a 2022 Ford F250 XL for Conservation.

Approve purchase order #PO384 for \$37,153.00 to Sky Auto Mall LLC for a 2022 Ford F250 XL for Conservation.

Authorize Chair to rescind purchase order #PO126 dated 6/16/21 for \$37,153.00 to Junge Automotive Group for a 2022 Ford F250 XL for Conservation.

Authorize Chair to rescind purchase order #PO127 dated 6/16/21 for \$37,153.00 to Junge Automotive Group for a 2022 Ford F250 XL for Conservation.

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

Discuss and decide on A Resolution Awarding Contract for the Linn County Secondary Road District #1 Shop – Phase 1 project

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.

Board Member Reports

Correspondence

Appointments

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.



ENGINEERING AND SECONDARY ROAD DEPARTMENT LINN COUNTY, IOWA

Title: Traffic Sign Maintenance		Policy Number: OP-027	
Responsible Department: Engineering and Secondary Road Department			
Revision No:	Revision Date: 00/00/2022	Policy Effective Date: 00/00/2022	Expiration Date: Until Repealed
Initial Approval Date: 09/28/2022		Distribution: Secondary Road Maintenance Crews, Intranet	

I. PURPOSE & OBJECTIVES

The purpose of the Traffic Sign Maintenance Policy is to establish and maintain uniform definitions and practices for traffic sign maintenance and operations on Linn County roadways.

The objectives of this policy are to enhance the use and safety of the Linn County (county) secondary road system in a cost-effective manner, while balancing the needs of safety for roadway users and county personnel, budget, social, and environmental concerns. It is in the county's best interest to have traffic sign maintenance procedures. Because of variables in weather, traffic, driver demographics, road design, standards, and other factors, the procedures used to achieve the objectives of this policy must remain flexible.

II. SCOPE

This policy applies to traffic control device maintenance operations conducted by the Secondary Road Department on roads in Linn County's jurisdiction or on roads defined by agreement. The county may use county employees or other entities under contract to provide this service.

III. EXCEPTIONS

None.

IV. DEFINITIONS

28E Agreement: An agreement between any public agency of the State of Iowa and one or more public or private agencies for joint or cooperative action pursuant to the provisions of Chapter 28E of the Iowa Code.

Department: The Linn County Secondary Road Department.

Expected Sign Life Management Method: Method used to replace signs no longer meeting minimum retroreflectivity levels as defined in the Manual on Uniform Traffic Control Devices (MUTCD).

Instructional Memorandum (IM): A document provided by the Iowa Department of Transportation that provides assistance to local public agencies on a wide variety of transportation related topics.

Measured Sign Retroreflectivity Assessment Method: Method used to replace signs no longer meeting minimum retroreflectivity levels as defined in the Manual on Uniform Traffic Control Devices (MUTCD).

Overhead Flashers: A flashing red ball mounted overhead that requires a driver to stop and proceed when clear.

Post Mounted Flashers: A flashing red ball mounted on a post that requires a driver to stop and proceed when clear.

Regulatory Signs: Signs that give notice of traffic laws or regulations.

Retroreflectivity: Special type of reflection that redirects incident light (i.e., from headlights) back towards the source. In the case of highway applications, traffic signs are made with retroreflective sign sheeting material that redirects headlamp illumination back toward the vehicle, thereby making the sign visible at night to the vehicle driver.

Traffic Control Device: All signs, signals, markings, and other devices used to regulate, warn, or guide traffic.

Warning Signs: Signs that give notice of a situation that might not be readily apparent.

V. PROVISIONS

Appropriate personnel will make decisions about scheduling, and the procedures to follow for daily traffic operation maintenance needs and subsequent yearly detailed condition inspections. Appropriate personnel will base scheduling and the procedures to follow on consideration of the following factors: significance of the traffic device to driver safety, condition, and effectiveness of the device, standards compliance, and whether damage or condition creates an immediate safety hazard.

In every instance, the onsite personnel must assess the conditions of the traffic control device and rely on judgment and experience to determine the appropriate action to correct or maintain the device. Factors that may delay the completion of traffic operation maintenance include other repair needs, utility locate needs, fabrication of necessary material, weather conditions including severe cold or significant winds, limited visibility, and other staff and field condition issues.

Subject to the factors set forth above, the county will maintain traffic control devices (signs, flashers, and traffic signals) to ensure safe and efficient operation.

- A. Sign Installation: The Department will ensure that signs are installed to meet federal standards set forth in the most recent Manual on Uniform Traffic Control Devices (MUTCD) in accordance with Linn County Secondary Road Department guidelines and practices.
- B. Sign Maintenance: The Department establishes County sign maintenance practices to meet all requirements and ensure appropriate signing for the traveling public.

The Department maintains highway signs and street identification signs on all Linn County roadways, with the following exceptions:

- 1. Stop signs for county roadway traffic intersecting Iowa Department of Transportation (Iowa DOT) roadways. The Iowa DOT maintains these stop signs.
 - 2. Specific or Supplemental signs requested by others (e.g., Iowa DOT, cities, neighboring counties, unincorporated villages, and private parties) not meeting the Department or MUTCD criteria for installation but allowed within the road right-of-way by the Department as outlined in an Instructional Memorandum (IM), 28E Agreement, Road Agreement, or other Linn County policy.
 - 3. Bike path and other pedestrian control signs not pertaining to vehicle traffic as outlined in a 28E Agreement.
 - 4. All Department traffic signals that other agencies maintain through 28E Agreements.
- C. Sign Retroreflectivity: To comply with the Federal Highway Administration (FHWA) minimum retroreflectivity levels as adopted by the MUTCD 2009 edition and subsequent revisions, the Department will implement a combination of the Expected Sign Life Management Method and the Measured Sign Retroreflectivity Assessment Method for maintaining sign retroreflectivity. The Expected Sign Life Management Method requires monitoring the age and condition of signs and replacing signs before they reach their expected sign life. The MUTCD bases expected sign life on the experience of retroreflectivity degradation in a geographic area compared to minimum levels.
- D. Sign Replacement Due to Damage or Theft:
- 1. The Department repairs and/or replaces Stop and Road Closed signs on a 24/7 basis. Upon receiving a damage report, department personnel will respond as soon as practicable. The Department may install a temporary sign as an emergency replacement until a permanent replacement can be installed. 'Iowa One Call' protocol, requiring at least two business days, may be necessary prior to the installation of a permanent replacement.
 - 2. The Department, in most cases, will repair warning and other regulatory signs the next business day after receiving a damage report, if the existing mounting or post is usable. If the existing mounting or post is not usable, the Department will replace the signs as soon as practicable.

3. The Department does not always keep signs not listed above in stock, which means that it may take days or weeks to manufacture and install replacement signs.
 4. The Department will replace damaged or missing overhead and post mounted flashers as soon as practicable.
- E. Visual Sign Inspection: Staff will perform periodic visual inspections during operation activities to check for traffic sign legibility, vandalism, and obstruction.
- F. Miscellaneous Sign Practices:
1. Department staff is not directly on-call after normal working hours. The Department provides the Linn County Sheriff's Office with phone numbers to contact road maintenance supervisors in an emergency.
 2. The Department will remove unauthorized signs from county right-of-way in accordance with Iowa Code.

VI. ENFORCEMENT

The county engineer has the responsibility to enforce this policy and to enlist the cooperation of employees in accomplishing its objectives. The human resources director will review disciplinary actions taken pursuant to this policy and will refer actions to the Board of Supervisors for consideration, if necessary. If, in the opinion of the Board of Supervisors, the strict application of this policy in a specific instance does not serve the best interests of Linn County, the Board may waive or modify the provisions of this policy.

RESOLUTION NO. 2022 – 9 –

A RESOLUTION ACCEPTING THE DESIGN, FABRICATION, AND INSTALLATION OF
PUBLIC ARTWORK AT THE DR. PERCY AND LILEAH HARRIS BUILDING

WHEREAS, Madeline Weiner, the Artist selected through an invitational competition to design, fabricate, and install the exterior public artwork (the “Project”) at the Dr. Percy and Lileah Harris Building, located at 1020 6th Street SW, Cedar Rapids, Iowa, notified Linn County that she performed and completed the work for the Project in substantial conformity the terms of the Agreement for Commission of Public Artwork (the “Agreement”) for said project.

BE IT THEREFORE RESOLVED that the Linn County Board of Supervisors finds and determines that the Artist completed the work of designing, fabricating, and installing the Project in accordance with the terms of the Agreement, and completed all other services required by the Agreement, and that the work is hereby accepted and approved.

PASSED AND APPROVED this 28th day of September, 2022.

LINN COUNTY BOARD OF SUPERVISORS

Ben Rogers, Chair

Louis J. Zumbach, Vice Chair

Stacey Walker, Supervisor

ATTEST:

Joel D. Miller, Linn County Auditor

I, Joel 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

RESOLUTION NO. 2022-9-

RESOLUTION ESTABLISHING THE RATE OF COMPENSATION
FOR PRECINCT ELECTION OFFICIALS

WHEREAS, Iowa Code, Section 49.20 establishes the rate of compensation for precinct election officials who serve on the election boards, the Linn County Auditor requests that the rate of compensation be set at the rates established below.

For Special Election, September 13, 2022 and elections thereafter:

Rate per full day for Chairpersons who supervise Precinct Election Officials	\$350.00
Rate increase per full day for Chairpersons for each additional consecutive calendar year worked beginning with 2022	\$25.00
Capped full day rate for Chairpersons	\$500.00
Rate per full day for Precinct Elections Officials	\$225.00
Hourly rate for ASVP Board Members, Health Care Facility Officials, and Additional non-training hours worked for PEOs not on Election Day	\$15.00

WHEREAS, the Precinct Election Officials who attend a school of instruction will be paid an hourly rate of fifteen dollars (\$15.00) for the duration of instruction; a flat rate of forty dollars (\$40.00) for required self-paced online instruction; and a flat rate of twenty-five dollars (\$25.00) for optional in person training exercises.

WHEREAS, the Precinct Election Officials are also reimbursed actual mileage due to them at the federal rate (IC Sec 49.125).

NOW THEREFORE BE IT RESOLVED that the rate of compensation for Precinct Election Officials who serve on the election board in Linn County be set at the rates indicated above, effective August 1, 2022.

PASSED AND APPROVED this 28th day of September, 2022.

LINN COUNTY BOARD OF SUPERVISORS

Ben Rogers, Chair

Louis Zumbach, Vice Chair

Stacey Walker, Supervisor

AYE: NAY: ABSTAIN:

ATTEST:

Joel Miller, Linn County Auditor

SATISFACTION OF LOAN AGREEMENT

Linn County, Iowa is the holder of a Loan Agreement With Security, dated February 12, 2020, which was recorded on February 19, 2020, in the office of the Linn County Recorder and is indexed as Book 10570, Page 414416. This Loan Agreement was executed by Troy Mills Area Housing Development Corporation in favor of Linn County, Iowa.

By virtue of payments made, this Loan Agreement and any security interest created thereby is fully satisfied and is no longer enforceable as to the subject property.

Ben Rogers, Chairperson
Linn County Board of Supervisors

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this _____ day of September, 2022, before me _____, a Notary Public in and for the State of Iowa, personally appeared Ben Rogers, to me personally known, and who, being by me duly sworn, did say that he is the Chairperson of the Board of Supervisors of Linn County, Iowa; that the instrument was signed on behalf of the corporation, by authority of its Board of Supervisors, and Ben Rogers acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

NOTARY PUBLIC
STATE OF IOWA

"HOW TO FILE A COMPLETE NOTICE OF INTENT"

For
NPDES General Permit No.1
for "Storm Water Discharge Associated With Industrial
Activity"
or
NPDES General Permit No.2
for "Storm Water Discharge Associated with Industrial
Activity for Construction Activities"
or
NPDES General Permit No.3
for "Storm Water Discharge Associated with Industrial
Activity for Asphalt Plants, Concrete Batch Plants, Rock
Crushing Plants and Construction Sand and Gravel
Facilities"

In accordance with the Clean Water Act, all industrial facilities that discharge storm water meeting the definition of storm water associated with industrial activity must apply for coverage under a National Pollutant Discharge Elimination System (NPDES) permit.

These instructions are provided to assist activities that need to notify the Iowa Department of Natural Resources (DNR) of their storm water discharge to be covered under Iowa's NPDES General Permit No. 1, General Permit No. 2 or General Permit No. 3.

The instructions are the same for all general permits. When a discharger provides a complete Notice of Intent to the DNR, its storm water discharges will be subject to the terms and conditions of the appropriate general permit unless notified by the DNR.

A pollution prevention plan is required for all storm water permits. The plan must be completed before submittal of the Notice of Intent. The plan should be kept on-site at the facility or construction site that generates the storm water discharge. Do not send the pollution prevention plan with the Notice of Intent.

To file a complete Notice of Intent you must provide the following items:

1. The completed Form 542-1415 entitled "*Notice of Intent for NPDES Coverage Under General Permit*",
2. Proof of Public notification from the newspaper in the area with the highest circulation and,
3. Permit fee.

Each of these items is discussed in detail below and on the back side of this page.

Mail the completed application form 542-1415 with the proof of public notice and permit fee to the following address. **DO NOT** send the Pollution Prevention Plan with your Notice of Intent. **DO NOT** send the application form,

fee payment or proof of public notice separately. Send them all together.

**Storm Water Coordinator
Department of Natural Resources
502 E 9th St
Des Moines, Iowa 50319-0034**

1. Proof of Public Notification

Iowa law requires dischargers to make public notice for seeking coverage under a general permit. The public notice must be published at least one day at your own expense in the newspaper with the largest circulation in the area where the discharge is located.

The wording to use in the public notice is specified as a rule of the DNR and is included as a separate page for your convenience. This wording contains the minimum information that must be provided in the public notice. You must complete the blank portions with the specified information. You may add more information to the notice if you wish.

To determine which newspaper has the largest circulation, ask your local newspaper or call the Iowa Newspaper Association (INA) at (515) 244-2145 or <https://inanews.com/>.

When your Notice of Intent is sent to the DNR, you **MUST** enclose a clipping of the public notice with the name of the newspaper and date published, or an affidavit from the newspaper with the clippings attached to demonstrate your public notification requirement. If the proof of public notice is not included with your application, the storm water permit authorization will **NOT** be issued.

2. Form 542-1415

In filling out the form, type or print legibly and complete both sides of the form.

Permit Information and Fee Options

Give permit information on the general permit for which you are applying and select a fee option.

Facility or Project Information

Enter the official or legal name of the facility or site. Enter the complete street address. If no street address exists, provide a geographic description (e.g., Intersection of 5th Street and 2nd Avenue or, at a minimum, the name of the street or road nearest the site), city, county, state and zip code. Do not use a PO Box number. This is the address of the facility or construction site not the address of the owner or contact.

For General Permits No. 1 and No. 3, provide a four-digit SIC code that best represents the principal products or activities provided by the facility.

Contact Information

Provide the legal name of a contact person, firm, public organization or any other entity that owns or operates the facility or site. The name of the operator or contact may or may not be the same as the name of the facility. The operator is the legal entity that controls the facility's operation. Provide a mailing address (PO Box numbers may be used). Include the city, state, zip code and telephone number for a contact person. All correspondence relating to the storm water permit, including the storm water permit authorization, will be sent to this address.

Facility Location or Location of Construction Site

Give the location by ¼ section (e.g., NW), section number, township number (e.g., T78N) and range number (e.g., R4W). The location information can be obtained from United States Geological Survey topographic maps, by calling 1-(888) ASK-USGS.

Owner Information

Enter the name, mailing address and telephone number of the owner of the facility.

Outfall Information

Provide an estimated start date the discharge did or is to commence, the name(s) of the receiving water(s), and check compliance conditions. All applicable compliance conditions listed must be met for the Notice of Intent to be considered complete.

The discharge start date is the date storm water discharge from industrial activity or construction activity (from a construction site that disturbs one acre or more or is part of a larger common plan of development that disturbs one acre or more) began or will begin to leave the property. If the discharge start date is before 10/1/92, the correct date to place in the blank is 10/1/92. This is the date the State of Iowa implemented the storm water permit requirements.

If an industrial facility was not initially required to obtain a storm water permit but changed operations so that later a storm water permit was or will be required, the discharge start date is the date that the change was made that necessitated the need for a storm water permit.

Provide the name(s) of the receiving water(s) to the first uniquely named river. Explain to where the storm water runoff will drain (e.g., unnamed waterway to road ditch to unnamed tributary to Mud Creek to Skunk River).

Compliance conditions

Check the compliance conditions that apply. A pollution prevention plan is required for all storm water permits. For General Permit No. 3 (if no soil disturbing activities will take place) and General Permit No. 1, the question regarding state or local sediment and erosion control plans

does not apply. If you check no to any of the applicable compliance conditions, your application will not be approved.

General Permits No.2 and No 3

For construction sites that need a storm water discharge permit, in addition to the information required above, include a brief description of the project, estimated timetable for major activities and an estimate of the number of acres of the site on which soil will be disturbed.

For General Permit No. 3, identify if the facility is a portable plant.

Certification

The completed form must be signed by a qualified official. A qualified official is any of the following: owner, principal executive officer of at least the level of vice-president, general partner, general contractor (for construction sites), principal executive officer or ranking elected official (for publicly owned facilities).

The Notice of Intent will be returned and no permit issued if information on the form is incomplete.

3. Fees

There is a permit fee for each general permit. The fee schedule is the same for General Permit No. 1, No. 2 and No. 3.

The applicant has the option of paying an annual permit fee or a multi-year permit fee.

Annual permit fee	\$175
3-year permit fee	\$350
4-year permit fee	\$525
5-year permit fee	\$700

IMPORTANT - The storm water permit authorization will not be issued unless the proof of public notice and permit fee accompany the completed Notice of Intent.

If you need assistance contact the DNR at (515) 725-8417.



IOWA DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL SERVICES DIVISION
NOTICE OF INTENT FOR NPDES COVERAGE UNDER GENERAL PERMIT

CASHIER'S USE ONLY
0253-542-SW08-0581

Name _____

No. 1 FOR "STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY"

or

No. 2 FOR "STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FOR CONSTRUCTION ACTIVITIES"

or

No. 3 FOR "STORM WATER DISCHARGE ASSOCIATED WITH INDUSTRIAL ACTIVITY FOR ASPHALT PLANTS, CONCRETE BATCH PLANTS, ROCK CRUSHING PLANTS, AND CONSTRUCTION SAND AND GRAVEL FACILITIES."

PERMIT INFORMATION

Has this storm water discharge been previously permitted? ☐ Yes ☒ No

If yes, please list authorization number _____

Under what General Permit are you applying for coverage?

General Permit No. 1 ☐ General Permit No. 2 ☒ General Permit No. 3 ☐

PERMIT FEE OPTIONS

For coverage under the NPDES General Permit the following fees apply:

- ☒ Annual Permit Fee \$175 (per year) Maximum coverage is one year.
☐ 3-year Permit Fee \$350 Maximum coverage is three years.
☐ 4-year Permit Fee \$525 Maximum coverage is four years.
☐ 5-year Permit Fee \$700 Maximum coverage is five years.

Checks should be made payable to: Iowa Department of Natural Resources.

FACILITY OR PROJECT INFORMATION

Enter the name and full address/location (not mailing address) of the facility or project for which permit coverage is requested.

NAME: Linn County Secondary Roads COUNTY: Linn

STREET ADDRESS OF SITE: 2400 Covington Road

CITY: Palo STATE: IA ZIP CODE: 52324

CONTACT INFORMATION

Given name, mailing address and telephone number of a contact person (Attach additional information on separate pages as needed). This will be the address to which all correspondence will be sent and to which all questions regarding your application and compliance with the permit will be directed.

NAME: Shawn Lueth PHONE: 3192008336

COMPANY NAME (if applicable): Anderson Bogert

STREET ADDRESS: 4001 River Ridge Dr NE

CITY: Cedar Rapids STATE: IA ZIP CODE: 52402

E-mail address (if available): slueth@anderson-bogert.com

Check the appropriate box to indicate the legal status of the operator of the facility.

☐ Federal ☐ State ☒ Public ☐ Private ☐ Other (specify) _____

SIC CODE (General Permit No. 1 & 3 Applicants Only)

SIC code refers to Standard Industrial Classification code number used to classify establishments by type of economic activity.

FACILITY LOCATION OR LOCATION OF CONSTRUCTION SITE

Give the location by ¼ section, section, township, range, (e.g., NW, 7, T78N, R3W).

¼ SECTION	SECTION	TOWNSHIP	RANGE
NW	4	83N	8W

MAIL TO:
STORM WATER COORDINATOR
IOWA DNR
502 E 9TH ST
DES MOINES IA 50319-0034

OWNER INFORMATION

Enter the name and full address of the owner of the facility.

NAME: Mr. Ben Rogers - Linn County Supervisor PHONE: 319-892-5000STREET ADDRESS: 935 2nd St SWCITY: Cedar Rapids STATE: IA ZIP CODE: 52404

Owner E-mail address (if available): _____

OUTFALL INFORMATION

Discharge start date, i.e., when did/will the site begin operation or 10/1/92, whichever is later: _____

Is any storm water monitoring information available describing the concentration of pollutants in storm water discharges?

☐ Yes ☒ No**NOTE:** Do not attach any storm water monitoring information with the application.

Receiving water(s) to the first uniquely named waterway in Iowa (e.g., road ditch to unnamed tributary to Mud Creek to South Skunk River):

Detention basin to Lone Tree Creek

Compliance With The Following Conditions:

Yes No

Has the Storm Water Pollution Prevention Plan been developed prior to the submittal of this Notice of Intent and does the plan meet the requirements of the applicable General Permit? (do not submit the SWPPP with the application)

☒ ☐

Will the Storm Water Pollution Prevention Plan comply with approved State (Section 161A.64, Code of Iowa) or local sediment and erosion plans? (for General Permit 2 only)

☒ ☐

Has a public notice been published for at least one day, in the newspaper with the largest circulation in the area where the discharge is located, and is the proof of notice attached? (new applications only)

☒ ☐**GENERAL PERMIT NO. 2 AND GENERAL PERMIT NO. 3 APPLICANTS COMPLETE THIS SECTION.**

Description of Project (describe in one sentence what is being constructed):

Secondary roads shop building

For General Permit No. 3 - Is this facility to be moved this year? ☐ Yes ☐ NoNumber of Acres of Disturbed Soil: 6.75
(Construction Activities Only)

Estimated Timetable For Activities / Projects, i.e., approximately when did/will the project begin and end:

9/15/22 - 12/31/23

CERTIFICATION – ALL APPLICATIONS MUST BE SIGNED

Only the following individuals may sign the certification: owner of site, principal executive officer of at least the level of vice-president of the company owning the site, a general partner of the company owning the site, principal executive officer or ranking elected official of the public entity owning the site, any of the above of the general contracting company for construction sites.

I certify under penalty of law that this document was prepared under my direction or supervision in accordance with a system designed to assure that qualified people properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, this information is to the best of my knowledge and belief, true, accurate, and complete. I further certify that the terms and conditions of the general permit will be met. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME (print or type)

TITLE AND COMPANY NAME OF SIGNATORY

SIGNATURE: _____ DATE: _____

Instructions - To complete the public notice, fill in the blanks with the required information or select the appropriate response and send to the newspaper.

The public notice must be published at least one day at your own expense.

PUBLIC NOTICE OF STORM WATER DISCHARGE

Linn County Secondary Roads plans to submit a Notice of Intent to the
(*applicant name*)

Iowa Department of Natural Resources to be covered under the NPDES General Permit

- ☐ General Permit No. 1 - Storm Water Discharge Associated with Industrial Activity
- ☒ General Permit No. 2 - Storm Water Discharge Associated with Industrial Activity for Construction Activities
- ☐ General Permit No. 3 - Storm Water Discharge Associated With Industrial Activity From Asphalt Plants, Concrete Batch Plants, Rock Crushing Plants, And Construction Sand And Gravel Facilities

The storm water discharge will be from (*description of industrial activity*):

the development of a site for a maintenance shop building

located in NW 1/4, Section 4, township 83N, Range 8W
(*¼ section, section, township, range, county*)

Storm water will be discharged from 1 point source(s) and will be discharged to
(*number*)

the following streams: Lone Tree Creek
(*stream name(s)*)

Comments may be submitted to the Storm Water Discharge Coordinator, Iowa Department of Natural Resources, Environmental Services Division, 502 E 9th St, Des Moines IA 50319-0034. The public may review the Notice of Intent from 8:00am to 4:30pm, Monday through Friday, at the above address after it has been received by the department.

PROPOSAL

Linn Co MNS Subscription 22-23

PREPARED BY

Siemens Industry, Inc.

PREPARED FOR

COUNTY OF LINN

DELIVERED ON

September 22, 2022

SMART BUILDINGS

Transforming the Everyday



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 Appendix A: Siemens Service Portfolio 16

Contact Information

Proposal #: 7304392
Date: September 22, 2022

Sales Executive: Brian Devick
Branch Address: 7901 Birchwood Court
Suite 109, Iowa 50131
Telephone: 515-371-3768
Email Address: brian.devick@siemens.com

Customer Contact: Steve Nunamaker
Customer: COUNTY OF LINN
Address: 935 2ND ST SW
CEDAR RAPIDS IA 52404-2164

Services shall be provided at: COUNTY OF LINN
935 2ND ST SW CEDAR RAPIDS IA 52404-2164

Executive Summary

Customer Needs

The Services proposed in this agreement are specifically designed for COUNTY OF LINN, and the services provided herein will help you in achieving your facility goals.

Services Included

Siemens will provide the following services.

Service Description

- Software Subscription Service - Desigo CC

Siemens Capabilities & Customer Commitment

Siemens Industry, Inc. is a leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. Siemens is a financially strong global organization with a Branch network that delivers personalized service and support to customers in multiple industries and locations.

References are available upon request.

Building Services – Fire

Services that deliver the outcomes you want to achieve.

Services delivered by Siemens have been developed to help you achieve the outcomes you expect.

Fire Safety industry acronyms used in the following service descriptions:

- AHJ – Authority Having Jurisdiction
- NFPA – National Fire Protection Association

Protect Lifecycle Investment

Software Subscription Service - Desigo CC

Siemens will provide you with software upgrades to your existing Siemens Desigo CC software as they are released. These upgrades include both Service Releases and all New Version Releases of Software. Siemens will also provide corresponding support documentation outlining the features of the releases. Included is onsite training to help to familiarize you with the new features along with their associated benefits. These updates will act to deliver the benefits of Siemens' commitment to compatibility by design, a commitment unique in our industry. Workstations covered under this service are itemized in the List of Maintained Equipment. (Upgrades to PC's and related workstation hardware are excluded unless specified elsewhere.)

General Services

Fire

Service Description	Qty	Frequency	Year
Software Subscription Service - Desigo CC	1	1	1

Linn County MNS SSA State Pricing Template 2022

Siemens contact Brian Devick
Contact Phone 515-371-3768
Estimate ID BD220922L1

Labor Total	\$3,502.92	Non Agreement Items Option 1	\$0.00	Customer Credits	\$0.00
Siemens Material Total	\$8,776.80	Miscellaneous Total	\$0.00	Sales Tax Total	
SOP Material Total	\$0.00			Total Price	\$12,279.72
Freight Total					
Warranty Total					

Siemens Material		Standard Outside Material	
Siemens BAU Material	\$0.00	SOP BAU Material	\$0.00
Siemens Security Material	\$0.00	SOP Security Material	\$0.00
Siemens Fire Material	\$8,776.80	SOP Fire Material	\$0.00
Material Escalation	\$0.00	Material Escalation	\$0.00
Siemens Material Total	\$0.00	Standard Outside Purchases Material Total	\$0.00

Repair Services Labor									
Project Management Labor									
	Rate	Hours	Price	Parking	Tolls	Mileage	Lodging	Meals/Perdiem	
Base	\$195.37	4.0	\$781.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Labor Escalation			\$0.00						
Total Project Management Labor									\$781.48
Specialist/Programmer Labor									
	Rate	Hours	Price	Parking	Tolls	Mileage	Lodging	Meals/Perdiem	
Base	\$170.09	16.0	\$2,721.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Labor Escalation									
Total Specialist/Programmer Labor									\$2,721.44
CADD Technician Labor									
	Rate	Hours	Price	Parking	Tolls	Mileage	Lodging	Meals/Perdiem	
Base	\$170.09	-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Labor Escalation			\$0.00						
Total Engineering Labor									\$0.00

Customer Credits	
Labor Credit	
Material Credit	
Sub Contractor Credit	
Miscellaneous Credit	
Customer Credits	\$0.00

Non Agreement Items		Direct Project Cost	
Description	Price	Description	Price
Detailed in Section "Non agreement items"	\$ -	Bond Fees	
		Large Tool Rental	
		Equipment Rental	
		Outside Services	
		Permits & Fees	
		Risks	
		Additional Clean-up Costs	
		Additional Job Site Facilities costs	
		Esposed Contingencies	
		Extended Use of Tools and Rental	
		Trailer / Office Space	
		Utilities (Phones, Electric, Water, Sanitary, Supplies, etc.)	
		Additional Insurance Costs	
		Finance charges for delayed payment	
		Interest on Retention for Schedule extensions	

☒ 12 Month Extension (SUR) ☐ Start New (SUS) Customer Site ID 15872

Qty	Description	Unit Value
1	1 Client	18
1	GMS MINS Base	364
1	CCA-M-MINS MINS	228
1	GMS Std Feature Set	57
2	500 Fire DP	23
1	CCA-M-RENOPLUS RenoPlus	68
1	100 SCADA tags	7

Period 1 Orderable Part P55802-Y900-B410 CCA-1-SUR-UNIT 424

Service Team

An important benefit of your Service Agreement derives from having the trained building service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

Added to the team is a team of building experts at our Digital Service Center. The benefits you receive are less disruption to your employees at the site, less intrusive on the system at peak hours, fewer emissions for trucks rolled, and real time analytics with digital workspace hours.

The following list outlines the service team that will be assigned to the service agreement for your facility

Your Assigned Team of Service Professionals will include:

Sales Executive manages the overall strategic service plan based upon your current and future service requirements.

Remote Services Specialist is responsible for the execution of remote services including proactive planned tasks, in-depth fault analysis and identification of corrective actions.

Client Services Manager is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

Service Operations Manager is responsible for managing the delivery of your entire support program and service requirements.

Primary Service Specialist is responsible for performing the ongoing service of your system.

Service Coordinator is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

Secondary Service Specialist who will be familiarized with your building systems to provide in-depth backup coverage.

Service Administrator is responsible for all service invoicing including both service agreement and service projects.

Terms and Conditions

[Terms and Conditions \(Click to download\)](#)

[Terms & Conditions](#)

(www.siemens.com/standard-terms-service)

Price Escalation. If, during the term of this Contract, the price of various materials or labor or logistics are increased as reflected by CRU, CMAI, COMEX market indexes or IHS Markit, then Siemens may increase the applicable yearly Investment or apply a surcharge accordingly.

As a result of the global Covid-19 Virus outbreak, temporary delays in delivery, labor or services from Siemens and its sub-suppliers or subcontractors may occur. Among other factors, Siemens' delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors, and Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change.

Attachment A

[Riders \(Click on rider below to download\)](#)

[SI Software License Warranty](#)

(www.siemens.com/rider-software-license)

[SI Fire Life Safety Rider](#)

(www.siemens.com/rider-fls)

[SI Exclusions and Clarifications](#)

(www.siemens.com/rider-clarification)

Agreement Terms for Investments

Services shall be provided at:

935 2ND ST SW
CEDAR RAPIDS, IA 52404-2164

Siemens Industry, Inc. shall provide the services as identified in this Proposal and pursuant to the associated terms and conditions contained within.

Duration (Initial Term and Renewal): This Agreement shall remain in effect for an Initial Term of 1 Periods beginning 2022-07-01. After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods. The Investments for each year after the Initial Term of the Agreement and each year of each renewal of this Agreement shall be determined as the immediate prior year's Investment plus an escalator of 5.5% or as allowed per this proposal. In addition, each renewal term pricing shall be adjusted for any additions or deletions to services selected for the renewal term.

Initial Term Investments:

Period	Period Range	Billing Frequency	Annual Price
1	Jul 1,2022 - Jun 30,2023	Annually	\$12,279.72

Investment Total	\$9,096.84
------------------	------------

*Amount Due In Advance Based On Billing Frequency

Applicable sales taxes, if included in the investment amount, are estimated only and will be calculated based on local requirements at the time of invoicing. The pricing quoted in this Proposal are firm for 30 days.

Signature Page

The Buyer acknowledges that when accepted by the Buyer as proposed Siemens Industry, Inc., this Proposal and the Standard Terms and Conditions of Sale for Services, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE BUYER.

Initial Term Investments

Period	Period Range	Billing Frequency	Annual Price
1	Jul 1,2022 - Jun 30,2023	Annually	\$12,279.72

Proposed by:

Siemens Industry, Inc.

Company

Brian Devick

Name

7304392

Proposal #

\$9,096.84

Proposal Amount

September 22, 2022

Date

Accepted by:

COUNTY OF LINN

Company

Name (Printed)

Signature

Title

Date

Purchase Order # ☐ PO for billing only ☐ PO not required

Appendix A: Siemens Service Portfolio

Advisory and Performance Services



 Manage System Operation & Compliance Services that keep systems performing at their best, as designed and intended to operate, help you achieve: - Optimized comfort, safety, and security - Fulfilled regulatory requirements - Greater transparency into critical systems - Reduced operating risk Facility Assessment & Planning In-depth building system assessment and recommendations, definition of relevant KPIs, and development of your service program Test & Inspection Regular check-ups to measure system performance compared to your defined facility and regulation requirements and risks Preventive Services Services performed on a regular schedule or based on data analytics to verify and improve system state Documentation Management Management of critical building system and compliance information, with organization and access determined by your needs Corrective Services Immediate response to system failures or faults to restore functionality and integrity to desired state	 Optimize Performance & Productivity Enhance building performance with improvement measures that increase productivity and efficiency; common outcomes include: - Enhanced system performance - Streamlined operational processes - Improved decisionmaking through data analytics Optimization Planning Planning and prioritization of improvement measures to increase building and/or process performance and efficiencies Predictive Services Systems are audited and monitored to detect abnormalities or faults, with recommendations provided and/or corrective actions taken System Improvements & Integration Enhancements or additions to your current system to increase staff productivity, system performance, and operational energy efficiencies Training & Operational Support Training, coaching, and on-site support to increase staff productivity and knowledge Managed Services On-site and/or remote resources monitor system events and alarms, and take appropriate action	 Protect Lifecycle Investment Leverage past investments and address future requirements with advanced and proven technology, to achieve outcomes such as: - Extended system life - Maximized return on investment - Realized benefits of new technology Technology Planning Consulting services identify technology improvement opportunities that help achieve performance goals while leveraging past investments System Updates / Upgrades Software upgrades and firmware updates are provided, delivering the most current technology and functionality System Migration / Modernization Enhancements to your systems by elevating them to the most current hardware and software platforms, resulting in increased functionality and performance levels Retrofits & Extensions Modifications are made to existing systems to accommodate changes to your facility usage and footprint New Installation Services Startup, commissioning, and other installation services are completed to ensure new equipment operates at maximum performance	 Enhance Energy Management & Sustainability Increase the value and competitiveness of buildings and infrastructure by delivering solutions that: - Conserve energy - Maximize efficiency - Minimize operating costs - Reduce environmental impact Energy & Sustainability Master Planning Strategy and planning services provide a detailed master plan to provide budget transparency, enable improved performance and sustainability, reduce energy consumption, and minimize operational costs Energy Conservation Implementing energy conservation strategies reduces total carbon emissions through efficiency measures and minimizes energy spend by optimizing consumption Energy Production & Storage Using innovative design and simulation tools, energy production and storage solutions improve energy efficiency, energy availability, security of supply, and carbon reduction Energy Procurement With advanced procurement technologies and beneficial contract terms, these tailored procurement and supply services reduce costs, reduce risks, and create certainty
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Digital Services

28E AGREEMENT BETWEEN CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND LINN COUNTY CHILD DEVELOPMENT CENTER REGARDING STATEWIDE VOLUNTARY PRESCHOOL PROGRAM FOR FOUR-YEAR OLD CHILDREN

This Agreement is entered between the Cedar Rapids Community School District (hereinafter District) and Iowa and Community Partner (hereinafter LCCDC).

BE IT THEREFORE RESOLVED, by the District and LCCDC, there will be established this Agreement pursuant to Chapter 28E of the Iowa Code with the following terms and conditions:

PURPOSE

The purpose of this Agreement is to operate a preschool program pursuant to the Statewide Voluntary Preschool Program for Four-Year Old Children (hereinafter Program).

PROGRAM REQUIREMENTS

- A. The Program will be jointly administered by the District and LCCDC. The District and LCCDC will collaboratively evaluate and assess the programming and needs of the Program. The District and LCCDC will cooperate with each other to ensure that the Program is in compliance with the program --accountability requirements set out in Iowa law.
- B. The Program shall consist of 4 classroom providing services to a total of 27 students total in an AM preschool program on Monday through Friday from August 1, 2022 – June 1, 2023 (excluding days/holidays specified in the preschool calendar).
- C. Only students who will be four years of age on or before September 15, 2022, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.
- D. The District and LCCDC will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, LCCDC, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. LCCDC will provide the District with all initial enrollment forms by September 15, 2022 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2022, to June 30, 2023. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to LCCDC for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

LCCDC SHALL:

- A. LCCDC is a child development center, which has been approved and licensed by the Department of Human Services (DHS). LCCDC agrees that during the term of this contract and any subsequent renewal it shall maintain such approval and licensing and will abide by all licensing requirements of DHS. If at any time LCCDC shall no longer be DHS approved or licensed, CRCSD may terminate this Contract immediately without prior notice, and no further payment will be due from CRCSD after the date of termination.
- B. Provide one classroom, which will have access to appropriate restroom facilities and a playground area.
- C. Provide for each classroom one (1) teacher who is appropriately licensed by the Iowa Board of Educational Examiners. The teacher assigned to the Program will not be a District employee but will be a LCCDC employee. The LCCDC classroom teacher will be evaluated by an appropriately qualified administrator of LCCDC based upon the requirements set out in Iowa law. The LCCDC classroom teacher will be responsible for the following:
 - i. Ensuring the approved curriculum is taught;
 - ii. Overseeing the implementation of the curriculum;
 - iii. Overseeing the implementation of the Program assessment system;
 - iv. Providing at least ten (10) hours per week of intentional instruction directly related to the program's curriculum, such time to be exclusive of recess, as required by Iowa law.
- D. Ensure one (1) teacher is present during Program times in the classroom at LCCDC. A minimum of one (1) teacher associate and one (1) teacher will be present when 11-20 children are present. LCCDC will make sure there will be no more than 20 children per classroom.

- E. Provide one (1) teacher associate for the classroom who will be available to work with the teacher and children while the children are in session from AM Preschool program on Monday through Friday. The teacher associate assigned to the Program will not be a District employee but will be a LCCDC employee. The teacher associate from LCCDC will attend mandatory professional development opportunities provided by the District per schedule. The teacher associate will meet highly qualified standards or be working on meeting this standard. The LCCDC teacher associate will be evaluated by an appropriately qualified administrator of LCCDC based upon the requirements set out in Iowa law.
- F. Provide adequate and appropriate materials and supplies for the Program. The District and LCCDC will cooperatively agree on any materials and supplies which are purchased. The materials and supplies purchased with the Statewide Voluntary Preschool Program funds will become the property of the District.
- G. Submit monthly attendance records to the District's office by the 10th of each month for the previous month.
- H. LCCDC will attend mandatory monthly Professional Learning as scheduled by the District's Early Learning office.
- I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2022.

SEX OFFENDER PROVISION:

Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor and all sub-contractors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or sub-contractor at the schools of the District.

The Contractor and all subcontractors shall provide a signed original of an Acknowledgement and Certification letter (provided at the end of this document.) No worker of the Contractor or any subcontractor will be allowed to work on site until this letter is received by the District.

INSURANCE AND INDEMNIFICATION

During the duration of this Agreement, LCCDC will provide a certificate of insurance, (or equivalent insurance document) naming the District as additional insured with general liability insurance limits of \$2,000,000.

To the extent permitted by law, the District will indemnify and hold harmless LCCDC from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement.

LCCDC will indemnify and hold harmless the District from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of the LCCDC negligence or willful misconduct in the performance of its duties under this Agreement.

THE DISTRICT SHALL:

- A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.
- B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by LCCDC teachers and teacher associates.
- C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.

PROGRAM PAYMENTS

- A. LCCDC agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2022 – June 1, 2023. LCCDC may charge tuition or fees for extended-hour childcare services offered outside of CRCSD-funded preschool instruction.
- B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to LCCDC for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 27 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2022 is less than 27, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2022 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2022.
- C. LCCDC will invoice the District by the 10th of each month, separately itemizing actual expenditures for each approved category for the preceding month. The District will make payment to LCCDC within ten (10) days after receipt of the invoice. If at the conclusion of this Agreement, LCCDC's expenditures for any category are less than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to LCCDC for that category. If at the conclusion of this Agreement LCCDC expenditures for any category are more than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to LCCDC for that category. A Claim Form and Budget Revision Form will be provided to LCCDC at the commencement of the Agreement. LCCDC will submit all invoices to the District by June 10.

*CATEGORY	ALLOWABLE REIMBURSEMENT
GOLD Subscriptions	\$ 294.84
	\$ 491.40 (addtl 45 subscriptions not SWVPP, invoiced by CRCSD for LCCDC Reimbursement)
<i>this total represents an increased fee for the 22-23 SY of a cost of \$10.92</i>	
Short CP staff costs	\$
Purchased Services	\$
Supplies & Materials	\$
Professional Development (Includes subs and materials)	\$
Total Costs	\$ 100,075
<i>this total is based off of 22-23 FY</i>	

****Per pupil rate budget page will be amended after July 1, 2022 when the state sets the rate.***

MISCELLANEOUS PROVISIONS

- A. The parties 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 Agreement shall remain in full force and effect.
- B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.
- C. No separate legal or administrative entity shall be created by this Agreement. The District's Director of Preschool, Dawn Embretson and Monica Frey and LCCDC's Gloria Witzberger and Colette Stocks shall serve as co-administrators of this Agreement.
- D. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

The foregoing terms are agreed to and accepted by the Cedar Rapids Community School District and LCCDC.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

LCCDC Preschool

By: _____

Its: _____

Date: _____

NON-DISCRIMINATION POLICY

Cedar Rapids Community School District offers Career and Technical Education programs in Arts, Communications, and Information Systems; Applied Sciences, Technology, Engineering, and Manufacturing, including Transportation, Distribution, Logistics, Architecture, and Construction; Health Sciences; Human Services; and Business, Finance, Marketing, and Management. Admission to these programs is based on interest, age appropriateness, course prerequisites, and class space available.

It is the policy of Cedar Rapids Community School District not to discriminate on the basis of race, color, national origin, sex or handicap in its Career and Technical Education programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

It is the policy of the Cedar Rapids Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (employment only), marital status, sexual orientation, gender identity, and socioeconomic status (students/program only) in its educational programs and its employment practices.

Cedar Rapids Community School District will take steps to assure that lack of English language skills will not be a barrier to admission and participation in all Career and Technical Education programs.

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Justin Blietz, Director of Culture/Climate Transformation, (JBlietz@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

For more information about Career and Technical Education classes, contact Tara Troester, Career and Technical Education Facilitator ttroester@crschools.us at 319-558-1222 or mailing address 2500 Edgewood Rd NW, Cedar Rapids, IA 52405-1015.

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

_____ ("Company") is providing services to
[name of contractor/sub-contractor]

the Cedar Rapids Community School District ("District") as a contractor or is operating or managing the operations of a contractor. The services provided by the Company may involve the presence of the Company's employees upon the real property of the schools of the District.

The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion thereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

Dated: _____

[Name of contractor/sub-contractor]

By: _____

Printed Name: _____

Title: _____

All Heart Staffing, Inc.

Healthcare with Heart™

4403 First Avenue SE, Suite 310
Cedar Rapids, IA 52402
(319) 241-7560
Fax (319) 294-9593

SERVICE PROVIDER AGREEMENT
Options of Linn County
1240 26th Ave Court SW
Cedar Rapids, IA 52404
319-892-5800

1. All Heart Staffing, Inc. RESPONSIBILITIES

- 1) FACE-TO-FACE Interview of all applicants prior to hiring
- 2) LICENSE/CERTIFICATION Verification
- 3) CHILD and DEPENDENT ADULT ABUSE Registry Check
- 4) SEXUAL OFFENDER Registry Check
- 5) CRIMINAL Background Check
- 6) MANDATORY ABUSE REPORTER (Verified or provided the 2-hour training)
- 7) UNIVERSAL PRECAUTIONS (Verified or provided the annual training)
- 8) TB TEST (Ensure annual test, or chest x-rays as necessary)
- 9) HIPAA TRAINING (Provided)
- 10) HEPATITIS B vaccine (Offered to employees)
- 11) NAME BADGE, UNIFORM, and shoes that comply with your requirements.
- 12) 24-Hour ON-CALL Service (Administrative Staff)
- 13) All Heart Staffing, Inc. shall provide a two (2) hour notice to Options of Linn County for a cancellation before the beginning of any shift. All Heart Staffing, Inc. will make every attempt possible to avoid canceling a shift.

2. Options of Linn County RESPONSIBILITIES

- 1) ORIENTATION -Options of Linn County is to reimburse for an appropriate orientation to newly assigned All Heart Staffing, Inc. employees so they are Informed of the job responsibilities, policies and procedures of the facility to which they are assigned.
- 2) NOTIFICATION -Options of Linn County is to notify All Heart Staffing, Inc. Immediately should any employee fail to report for work as assigned. All Heart Staffing, Inc. should also be notified of any problems or concerns that may arise with any employee.
- 3) CANCELLATION NOTICE -Options of Linn County shall provide a two (2) hour notice of cancellation before the beginning of any shift for any All Heart Staffing, Inc. employee. If less than two (2) hours' notice is given, Options of Linn County shall pay All Heart Staffing, Inc. for four (4) hours of the applicable hourly billing rate.
- 4) INSTRUCTIONS and PROTECTIVE EQUIPMENT -Options of Linn County shall provide All Heart Staffing, Inc. employees with adequate Instructions, assistance, and time to perform the services requested. All Heart Staffing, Inc. employees will perform the services as directed by Options of Linn County. Options of Linn County shall provide a suitable workplace for All Heart Staffing, Inc. employees that comply with all applicable safety and health standards. Options of Linn County shall provide All Heart Staffing, Inc. employees with all the necessary: site-specific information, training, personal protective equipment and materials regarding hazardous substance at the workplace In addition to Options of Linn County's exposure control program in accordance with the OSHA' Blood borne Pathogens Standard and any other applicable laws.

- 5) PLACEMENT FEE -Options of Linn County has the opportunity to hire an All Heart Staffing, Inc. employee who has completed services for them. Under this Agreement, if the company hires the All Heart Staffing, Inc. employee within six months after All Heart Staffing, Inc. employee performs services for Options of Linn County, then Options of Linn County shall pay All Heart Staffing, Inc. a placement fee of \$5,000 for a Registered Nurse, \$2,500 for a Licensed Practical Nurse, and \$1,500 for a Certified Nursing Assistant. This fee is intended to reasonably compensate All Heart Staffing, Inc. for the cost involved in recruiting and hiring a replacement employee and is not intended to limit the employment opportunities of All Heart Staffing, Inc.'s current staff. Neither All Heart Staffing, Inc. nor Options of Linn County will actively recruit individuals employed by the other party.

3. INSURANCE

- 1) Worker's Compensation and Employer's Liability - All Heart Staffing, Inc. maintains its legal and statutory obligations pursuant to Workers' Compensation laws. All Heart Staffing, Inc. is responsible for submitting appropriate Worker's Compensation forms and paperwork to the State and to Worker's Compensation Commissioner. Such insurance will be provided in the minimum amount of \$100,000 for each accident.
- 2) Professional Liability and General Liability - All Heart Staffing, Inc. shall maintain throughout the life of this Agreement, comprehensive professional and general liability insurance covering the Company, its agents, and employees for the bodily injury, personal injury, or property damage claims of the public arising out of the premises, products, activities, or operations (including professional operations such as the rendering of medical, nursing or other health care services) of the Company. Minimum limits of \$1Million each incident/\$6Million aggregate for Professional Liability and \$1Million each incident/\$2Million aggregate for General Liability.

4. PRICING AND PAYMENT TERMS

- 1) Invoice Schedule -Options of Linn County will be invoiced weekly for services rendered.
- 2) Overtime Rates -Overtime rates will be charged for all hours an Individual works in excess of 40 hours per week. Options of Linn County will be informed of the overtime rate prior to the individual working the shift. The overtime rate is 1½ times the regular bill rate for each Individual working over 40 hours in a week at Options of Linn County.
- 3) Holiday Rates-The holiday rate is 1½ times the regular bill rate for each individual working on the following holidays: New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve. Any shift starting on a holiday will be billed at the holiday rate.
- 4) Payment- Payment is due for all services rendered at the agreed-upon rates within 15 days of the invoice date. If payment is late, All Heart Staffing, Inc. has the right to take their staff out of the facility without prior notice and implement finance charges of 2% per month for each month that payment is late. If All Heart Staffing, Inc. has to use legal means for collection, these fees will be the responsibility of Options of Linn County. Payments will be sent to: All Heart Staffing, Inc., 4403 1st Ave. SE, Suite 310, Cedar Rapids, IA 52402
- 5) Pricing - All Heart Staffing, Inc. will bill Options of Linn County for services rendered at the following rates

R.N.	\$46.20 per hour
L.P.N.	\$40.70 per hour

5. Miscellaneous

- 1.) Relationship of the Parties - The sole relationship between the parties to this agreement is that of independent contractors. This agreement does not create a joint venture, partnership, agency, employment or other relationship between the parties.

- 2.) Governing Law I Venue -This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Iowa, except where Federal law applies, without regard to principles of conflict of laws.
 - 3.) Third Parties -Except as otherwise provided in the agreement, this agreement is not a third- p a r t y beneficiary contract and no provision of this agreement is Intended to create or may be construed to create any third party beneficiary right In any third party;
 - 4.) Severability - When possible; each provision of this agreement shall be Interpreted In such manner as to be effective, valid and enforceable under law. If any provision of this agreement is held to be prohibited by, or invalid or unenforceable under law, such provision shall be ineffective only to the express extent of such prohibition, unenforceability or Invalidity, without invalidating the remainder of this agreement.
 - 5.) Waiver - No waiver shall be effective unless in writing and signed by the waiving party. A waiver by either party of any breach or failure to perform this agreement shall not constitute a waiver of any subsequent breach or failure of the same or any other provision,
 - 6.) Entire Agreement - This agreement is the entire agreement between the parties with regard to the subject matter herein, and supersedes any prior written or unwritten agreements between the parties.
 - 7.) Indemnity - Each party agrees to save and hold the other harmless, It's officers, agents and employees, and Linn County, Iowa, from any and all liability, claims, damages, attorney's fees, court costs and costs of litigation arising from their performance under this agreement.
 - 8.) Amendment - This agreement may only be amended in a writing signed by both parties.
6. **TERMINATION**
This Agreement may be terminated by either party with or without cause upon- 30 days written notice.
7. **EFFECTIVE DATE**
This Agreement is to be effective from _____ as approved by Linn County Board of Supervisors and will automatically renew annually as mutually agreed upon by the parties.

The person signing below on behalf of Linn County Board of Supervisors and All Heart Staffing, Inc. are duly authorized to enter into agreements of this nature on behalf of Options of Linn County and All Heart Staffing, Inc.

All Heart Staffing

Date

Chairperson, Linn County Board of Supervisors

Date

RESOLUTION NO. 2022 – 9 –

A RESOLUTION AWARING CONTRACT FOR THE
LINN COUNTY SECONDARY ROAD DISTRICT #1 SHOP – PHASE 1 PROJECT

WHEREAS, pursuant to notice duly posted as prescribed by resolution of the Linn County Board of Supervisors (the “Board”), and as required by state law, the Board received bid proposals for the “Linn County Secondary Road District #1 Shop – Phase 1 Project” (the “Project”); and,

WHEREAS, each bid submitted for the Project received careful consideration, and it is necessary and advisable to award the contract for the Project.

BE IT THEREFORE RESOLVED by the Board as follows:

1. The bid for the Project submitted by the contractor, and in the amount set out below, is lowest responsible bid received for the Project, and is fully responsive to the plans and specifications for the Project.

<u>Contractor</u>	<u>Bid Amount</u>
Connolly Construction – Peosta, Iowa	\$202,900.00

2. The Board hereby awards the contract for the Project to such contractor, and for the total estimated cost set out above, with final settlement to be made on the basis of the unit prices set out in said contract, and on the actual final quantity of each class of material(s) furnished, and said contract is subject to the Notice to Bidders, the plans and specifications for the Project, and the terms of the bidder’s written proposal.
3. The Board hereby authorizes the chairperson to execute and deliver, or cause to be delivered, a Notice to Proceed to such contractor listed above notifying said contractor to commence work on the Project.
4. The Board hereby fixes the amount of the contractor’s performance and/or payment bonds at 100 percent of the amount of the contract.

PASSED AND APPROVED this 28th day of September, 2022.

LINN COUNTY BOARD OF SUPERVISORS

Ben Rogers, Chair

Louis J. Zumbach, Vice Chair

Stacey Walker, Supervisor

ATTEST:

Joel D. Miller, Linn County Auditor

I, Joel 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