Call to Order

Pledge of Allegiance

Public Comment: Five Minute Limit per Speaker
This comment period is for the public to address topics on today’s agenda.

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

Approve and authorize Chair to sign a Vacancy Form for a reduction to 24 hours per week for an Air Quality Engineer at Public Health.

Reports

Resolutions

Resolution to accept Prospect Drive into the Linn County Secondary Road system.

Resolution to establish stop regulations on Prospect Drive to stop northbound traffic at County Home Road and westbound traffic at Highway 13.

Resolution to establish a speed limit of 25 mph on Prospect Drive between Hwy 13 and County Home Road.

Resolution approving the Wellmark SMALL Match grant application for a food system assessment.

Resolution to approve Final Plat for Robertson Farm First Addition, Case JF19-0001.

Contract and Agreements

Approve and authorize Chair to sign a contract for public transit service between Linn County Transportation (LIFTS) and the East Central Iowa Council of Governments (ECICOG) for FY20 in the approximate amount of $175,000.

Approve and authorize Chair to sign the AIA contract for the ADA remodel of the front entrance and lobby rest room in the Linn County Correctional Center for the amount of $106,248.00 to Unzeitig Construction Inc.

Approve and authorize Chair to sign a 28E Shared Road Maintenance and Snow & Ice Control Agreement between Linn County and the City of Central City.
Approve and authorize Chair to sign an Engineering and Inspection Services Agreement between Linn County and Dixon Engineering, Inc. for water tower inspection services in the amount of $2,655.

Approve and authorize Chair to sign an architectural and engineering professional services proposal from Martin Gardner Architecture for the Future Line Building/LIFTS renovation project in the amount of $40,900.

Licenses & Permits

Approve Class B Native Wine Permit for Kroul Farms, 245 Hwy. 1 South, Mt. Vernon, IA, noting all fees have been paid.

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes
Discuss and decide on meeting minutes.

Discuss and decide on a Vacancy Form requesting a Temporary Front Desk Attendant at Wickiup Hill for Conservation

Discuss and decide on proposed contracts with GovSense, NetSuite, and Adaptive Insights for financial system software and approve claim for payment to GovSense pending legal review and reference call.

Conduct a public hearing on the fiscal year 2019 proposed budget amendment.

Discuss and decide on the fiscal year 2019 proposed final budget amendment and adopt amended appropriations resolution.

Discuss and decide on the amendment to the Linn County Fireworks Resolution.

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.

Claims
Discuss and decide on claims.

Board Member Reports

Legislative Update

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@linncounty.org.
VACANCY FORM

SELECT ONE:

☐ NEW POSITION

SELECT ONE:

☐ NEW JOB CLASSIFICATION

JOB TITLE: Air Quality Engineer

DEPARTMENT: Public Health

VACANCY DATE: 6/22/2018

REASON TO ADD NEW POSITION (if applicable):

☐ BUDGET OFFER
☐ GRANT FUNDING
☐ OTHER: ____________________________

SHIFT/HOURS: Three days a week (8:00 AM - 4:30 PM)

NUMBER OF POSITIONS: 1

NEW POSITION FUNDING SOURCE(S):

POST TO INSIDE: ☑ YES ☐ NO

ADVERTISE: ☑ YES ☐ NO

IF NO, GIVE EXPLANATION (i.e. not filling due to operational needs):

POSITION TYPE:

☐ FULL-TIME ☐ PART-TIME 24 # 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: ____________________________

DEPARTMENT HEAD (original signature required)

DATE 05-15-19

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: ____________________________ STARTING SALARY: ____________________________

HR DIRECTOR COMMENTS: Limited funding available

FINANCE/BUDGET DIRECTOR COMMENTS:

APPROVED BY: ____________________________

DATE 5-16-19

APPROVED BY: ____________________________

DATE 5/17/19

APPROVED BY: ____________________________

DATE

CHAIRPERSON/BOARD OF SUPERVISORS
Prospect Dr
Acceptance of Road
Establish Stop Regulations
Establish Speed Limit

Prospect Dr
25 mph
RESOLUTION # ____________

ESTABLISH STOP REGULATIONS

WHEREAS, the road known as Prospect Drive located in section 16-84-6, Linn County, Iowa, has been accepted into the Linn County Secondary Road system, and

WHEREAS, it is deemed that the necessary steps should be taken to insure the safety of the traveling public.

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors, meeting in regular session, and upon recommendation of the Linn County Engineer that the public would be better served and safety enhanced by placing a stop sign at the following locations,

- Stop northbound traffic on Prospect Drive at the intersection of County Home Road
- Stop westbound traffic on Prospect Drive at the intersection of Highway 13

The Board of Supervisors declares these signs to be legal, valid and enforceable and directs the County Engineer to erect said signs in accordance with the provisions of the Code of Iowa.

Moved by Supervisor ____________ Seconded by Supervisor ____________ that the above resolution be adopted this __ day of ____________, 201__ by a vote of ____ aye ____ nay and _____ abstain from voting.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

______________________________
Chairperson

______________________________
Vice Chairperson

______________________________
Supervisor

ATTEST:

______________________________
Linn County Auditor
RESOLUTION # ____________

ESTABLISH SPEED LIMIT

WHEREAS, the road known as Prospect Drive located in section 16-84-6, Linn County, Iowa, has been accepted into the Linn County Secondary Road system, and

WHEREAS, it is deemed advisable to establish a speed limit on said road and,

WHEREAS, Section 321.285 of the Code of Iowa permits the Board of Supervisors to determine and declare a reasonable and proper speed limit,

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors, meeting in regular session, and upon recommendation of the Linn County Engineer that the public would be better served and safety enhanced by establishing the speed limit as follows,

- 25 mph on Prospect Drive between Hwy 13 and County Home Road

The Board of Supervisors declares these signs to be legal, valid and enforceable and directs the County Engineer to erect said signs in accordance with the provisions of the Code of Iowa.

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.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

________________________________________________________
Chairperson

________________________________________________________
Vice Chairperson

________________________________________________________
Supervisor

ATTEST:

________________________________________________________
Linn County Auditor
RESOLUTION NO. 2019 -

A RESOLUTION IN SUPPORT OF THE LINN COUNTY FOOD SYSTEMS COUNCIL
WELLMARK SMALL MATCH GRANT FOR A FOOD SYSTEM ASSESSMENT

WHEREAS, the Linn County Food Systems Council was established on March 28, 2012, to help make the Linn County food system economically, environmentally, and socially sustainable; and,

WHEREAS, the Food Systems Council has identified a food system assessment as an important and necessary step towards making the Linn County food system economically, environmentally, and socially sustainable; and;

WHEREAS, the Wellmark Foundation provides funding for community projects which increase access to and consumption of nutritious foods through their Matching Assets to Community Health (MATCH) grant programs; and,

WHEREAS, Linn County Food Systems Council seeks a Wellmark Small MATCH grant to help fund a food system assessment.

BE IT THEREFORE RESOLVED that the Linn County Board of Supervisors hereby supports and endorses the Linn County Food Systems Council’s Wellmark grant application for funding a food system assessment.

PASSED AND APPROVED this 29th day of May, 2019.

LINN COUNTY BOARD OF SUPERVISORS

_________________________________________
Stacey Walker, Chair

_________________________________________
Ben Rogers, Vice Chair

_________________________________________
Brent Oleson, Supervisor

ATTEST:

_________________________________________
Joel Miller, Linn County Auditor
WHEREAS, a final plat of Robertson Farm First Addition (Case #JF19-0001) to Linn County, Iowa, containing three (3) lots, numbered lots 1, 2, and 3 has been filed for approval, a subdivision of real estate located in the NW/4 of Section 4, Township 83 North, Range 5 West of the 5th P.M., Linn County, Iowa, described as follows:

Final Plat Robertson Farm First Addition is a part of the NW Quarter Section 4, Township 83 North, Range 5 West of the 5th P.M. lying northerly of the right of way of the C.M & St. P&P Railway Co.(Plat of Survey #500) further described as follows: Commencing at the North 1/4 Corner of said Section 4; Thence S01°11'56"E 716.44 feet along the east line of the NW 1/4 said Section 4; Thence S51°52'29"W 496.01 feet along the north line of railway right of way; Thence 365.41 feet along an arc of said railway right of way concave northwesterly with a radius of 1382.41 feet and a 364.35 foot chord bearing S59°27'00"W; Thence 1432.91 feet along an arc of said railway right of way concave northwesterly with a radius of 3931.56 feet and a 1424.99 foot chord bearing S77°27'49"W; Thence N89°19'21"W 551.19 feet along the north line of said railway right of way to the west line of the NW 1/4 of said Section 4; Thence N02°54'20"W 173.03 feet along the west line of the NW 1/4 to the NW corner of said Section 4; Thence N86°59'51"E 182.00 feet along the south line of the cemetery Thence N02°36'41"W 190.12 feet along the west line of the cemetery; Thence S86°09'55"W 183.00 feet along the north line of the Cemetery to the west line of the NW 1/4 of said Section 4; Thence N02°54'20"W 1081.41 feet to the NW corner of said Section 4; Thence N88°30'27"E 2705.22 feet along the north line of the NW 1/4 of Section 4 to the point of beginning.

Containing 78.19 acres,
For the purpose of this description the North line of the NW 1/4 is assumed to bear N88°30'27"E.

WHEREAS, said plat is accompanied by a certificate acknowledging that said subdivision is by, and with the free consent of the proprietors, and is accompanied by a certificate dedicating certain property to the public, as shown on the plat; and

WHEREAS, said plat and its attachments thereto have been found to conform to the requirements of the comprehensive plan and the subdivision ordinance; and the requirements of other ordinances and state laws governing such plats; and

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of March 20th, 2019 as last amended on April 15, 2019 have been addressed:
LINN COUNTY SECONDARY ROAD DEPARTMENT
1. Entrance permit required for new entrances and existing unpermitted entrances, Sec.11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. One entrance per parcel is allowed. An additional access may be allowed with justification and permit.
2. Dedication of road rights-of-way. County Standard Specifications. Section 5. 40’ of right-of-way on Bolton Menor Road and a minimum of 55’ of right-of-way on Springville Road adjacent to development shall be dedicated to the County for road purposes.
3. Road agreement with conditions similar to final plat cases. County Standard Specifications, Section 1.

IOWA DEPARTMENT OF TRANSPORTATION
1. Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT
No conditions to be met.

NATURAL RESOURCES CONSERVATION SERVICE
1. Show approximate location of natural drainage ways and a note restricting building within the natural drainage way should be shown on the final plat. Contact the NRCS office for widths and building restriction requirements.
2. Land disturbance greater than 1 acre in size, no associated with agricultural crop production, will require a NPDES permit granted by the Iowa Department of Natural Resources.
3. Clarify plans to address potential wetland area with NRCS.

LINN COUNTY CONSERVATION DEPARTMENT
No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT
No conditions to be met.

LINN COUNTY 9-1 COORDINATOR
1. E-911 address sign is required to be located at driveway entrance.
2. Street designation signs and E-911 address signs to be applied for at Linn County Secondary Roads Department, 319-892-6400.

LINN COUNTY PLANNING AND DEVELOPMENT - ZONING DIVISION
1. Various revisions to the site plan and final plat.
2. Prior to approval of the final plat, the owner must sign an “Acceptance of Conditions” form. The “Acceptance of Conditions” form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
3. This plat lies within the 2-mile jurisdiction of the City of Springville, and as per the 28E Agreement between the City and the County, will require City approval or a waiver of the right to review.
4. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
5. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor’s office prior to approval of the final plat.
6. The final plat bound documents must be approved by the Linn County Board of Supervisors on or before APRIL 15, 2020 as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f) of the UDC.
7. One original and 3 complete copies of the final plat bound documents that must include the following:
i. Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads

ii. Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, covenants, or other areas to be conveyed or dedicated to local government units within which the land is located

iii. Surveyor's certificate

iv. Auditor's certificate

v. Resolution of the Planning and Zoning Commission

vi. Resolution of the Board of Supervisors

vii. Resolution of approval or waiver of review by applicable municipalities

viii. Treasurer's certificate

i. Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the UDC.

ii. Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument

iii. Three (3) copies of the surveyor's drawing

iv. A covenant for a secondary road assessment

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat is hereby approved. The Board of Supervisors and County Engineer are hereby authorized to enter approval upon the final plat resolution. The Board of Supervisors' Chairperson is also hereby authorized to sign said plat which executes an acceptance of dedication of property to the public, as shown on said plat.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by May 29th, 2020 to be valid.

Passed and approved this 29th day of May, 2019
Linn County Board of Supervisors

Resolution # JF19-0001
May 29th, 2019
Page 4 of 5

Linn County Board of Supervisors

__________________________
Chair

__________________________
Vice Chair

__________________________
Supervisor

Aye:
Nay:
Abstain:
Absent:

Attest:

__________________________
Joel Miller, Linn County Auditor

Linn County Engineer

__________________________
Brad Ketels, Engineer
Linn County Board of Supervisors
Resolution #  
JF19-0001
May 29th, 2019
Page 5 of 5

State of Iowa   )
                ) SS
County of Linn  )

I, Joel Miller, County Auditor of Linn County, Iowa, hereby certify that at a regular meeting of the said Board of Supervisors, the foregoing resolution was duly adopted by a vote of:

___ Aye ___ Nay ___ Abstain ___ Absent

________________________________________
Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, ________________________________

on this _____ day of ________________________, 2019.

________________________________________
Notary Public State of Iowa
Whereas, this contract is between the contractor, East Central Iowa Council of Governments, hereinafter referred to as ECICOG, and the subcontractor, Linn County Transportation, hereinafter referred to as LIFTS; and

Whereas, ECICOG, as CorridorRides, has been officially designated as the regional transit system for Iowa Transit Region 10 pursuant to Section 324A.1 of the Code of Iowa; and

Whereas, LIFTS is a provider of passenger transit services and has the desire and capability to provide public transit services on behalf of the regional transit system within Linn County, Iowa;

Now, therefore, the parties do hereby mutually agree as follows:

A. Purpose and Timeframe
1. The purpose of this contract is to arrange for public transit service to the residents of Linn County on behalf of the designated regional public transit system (CorridorRides), and establish procedures through which ECICOG can provide federal and state operating assistance to LIFTS for such service, ensure LIFTS’s compliance with state, federal, and regional transit regulations (see CorridorRides Handbook), and provide a method for LIFTS to report service achievements to ECICOG.

2. The contract period shall begin on July 1, 2019 and continue through June 30, 2020. Any extension or renewal of this contract shall be in writing and mutually agreed upon by both parties.

3. The service covered under this contract shall fully conform to the rules and regulations promulgated by the Iowa Department of Transportation (IDOT) and the Federal Transit Administration (FTA).

B. Description of Service
1. All transit services funded under this contract will be provided as demand responsive by LIFTS and open to all members of the general public at all times on an equal basis.

2. Minimum service requirements have been established by ECICOG and are generally as follows:
   • Operate Monday-Friday, 7 AM-5 PM.
   • Demand responsive (no fixed stops or times)
   • Open to the public (not limited to specific populations).
   • Minimum 24-hour advance reservation. (unless otherwise approved under additional services, see section B.7).
   • Maximum 7-day advance reservations.
• No standing reservations (with the exception of shuttles and contract service).
• Contract is for service in home county.

3. A reasonable fare will be established by LIFTS. Reduced fares or suggested donations may be offered to clients, but fares required by any member of the general public shall fairly reflect the benefits of state and federal transit subsidies.

4. LIFTS shall provide information regarding the availability of service to the general public including subscriptive routes, times of service, fares, and reservation policies and procedures.

5. Additional passenger transit services may be provided on an incidental basis, but these incidental services may not be subsidized with state or federal transit operating assistance funds. Incidental service is non-public transit service offered during times when a vehicle is not needed for public transit services and includes meal delivery and restricted client (not-open-to-the-public) transit. It may also include charter service to other groups provided such groups are eligible under FTA charter rules. Incidental services shall adhere to the following:
   • Such incidental services shall not exceed 20% of the total usage of any vehicle provided by ECICOG.
   • Incidental service shall not interfere with or take priority over LIFTS general public service.
   • LIFTS must also report separately to ECICOG the times of service, miles, hours, ridership, revenues, and expenses for incidental service.

6. Service can be provided to the general public with third-party contracts for elderly, disabled, and human service agencies. Service under these contracts will remain open to the general public but may be targeted toward serving these agency clients. The level of service shall include any combination of demand-response, subscription, and/or deviated route service and shall be similar to that as outlined in ‘B2’.

7. Recognizing that public transit services may need to be provided outside of the home county, or outside of the established dates and times outlined in B.2 above, a process for accommodating exceptions has been established. Such trips must prove beneficial to the regional transit system. This process is as follows:

   Written Proposal shall be submitted to ECICOG on the “Request for Additional Contracted Services” form (Appendix A):
   A. Description of proposed service.
   B. Description of funding sources and operating budget for proposed service.
   C. Timeline for implementation and delivery of service.
   D. Description of public input opportunities.
   E. Discussion of how basic services will be impacted.
   F. Signature of authorized signatory for provider.

Implementation:
A. Staff review and comment.
B. Review by TOG with recommendation (meets quarterly).
C. Reviewed by Board with formal approval.

8. Additional subcontracting of capital and/or operations is not allowed under this contract.

9. Public allowed to schedule rides by utilizing LIFTS scheduling/dispatch service.

10. Service may be provided for regionally beneficial trips outside of the home county, but within the six-county ECICOG region, for trips with a medical purpose including, but not limited to, MCO Transportation brokers.

11. Service may be provided for emergency preparedness and disaster response as referenced in Chapter 15 of the *Iowa Transit Manager’s Handbook*.

C. Vehicle Responsibilities

1. Vehicles for the provision of services described in this contract shall be supplied by ECICOG to LIFTS. ECICOG will lease equipment to LIFTS through a purchase of service contract that is updated annually. A transit equipment user agreement and a listing of the leased vehicles and other leased equipment are found in Appendix B and Appendix C.

2. Vehicles supplied by ECICOG shall be subject to rotation with other vehicles in ECICOG’s regional fleet in order to maintain the federally prescribed minimum annual utilization of 10,000 miles for each vehicle in the fleet that has an odometer reading of less than 100,000 miles. ECICOG will monitor the annual mileage and assist LIFTS with this rotation to help assure that the required mileage is obtained.

3. LIFTS shall assure that the transit equipment, both owned by LIFTS or leased by ECICOG, is maintained in a safe and clean mechanical condition and in compliance with federal, state, and local vehicle safety laws and ordinances. The cost of all vehicle maintenance, repairs, and operations shall be the responsibility of LIFTS. All repairs will be made promptly.

4. ECICOG is responsible for obtaining the necessary vehicle title registrations and annual license registration renewals.

5. LIFTS shall insure all services funded under this contract and all uses made of vehicles provided by ECICOG with the following minimum coverage:
   - Commercial Liability - $1,000,000
   - Uninsured and Underinsured Motorist - $1,000,000

   LIFTS shall list ECICOG as an additional insured on vehicle insurance policies. LIFTS shall provide ECICOG with a certificate of insurance or other document that ensures this coverage is in effect. Such insurance shall not be canceled without at least 30 days written notice to ECICOG.
6. All vehicles provided by ECICOG or owned by the LIFTS and providing public transit service shall conform to Federal/State established, and ECICOG's subsequent, vehicle signage policy.

D. Operations Responsibilities
1. Drivers for all transit services provided under this contract shall be employed by LIFTS. LIFTS shall employ sufficient personnel to implement service and to obtain the services of back-up personnel to assure continuous service. All drivers shall be required to have a valid chauffeurs or commercial driver's license applicable to the type of vehicles which they are responsible for operating and as required by state and federal laws. All drivers will also comply with FTA Drug and Alcohol program testing requirements and no driver can operate a vehicle unless they have passed a pre-employment drug test and are part of a random test pool.

2. Scheduling and dispatching shall be provided by LIFTS.

3. Training of operational personnel, both paid and volunteer, shall be provided by LIFTS and shall be assisted by ECICOG if requested by LIFTS. LIFTS shall require the same entry level/basic training for its volunteers as is required of its paid employees.

4. Dissemination of information about transit services provided under this contract shall be the responsibility of LIFTS.

5. LIFTS shall assume full responsibility for the operation of vehicles, both owned by LIFTS or leased by ECICOG. LIFTS shall implement methods to address requests for service, identify fare categories by rider, make necessary variances to schedules or routes, and provide complete information about the availability of service to the general public.

6. LIFTS shall be responsible for vehicle/driver backup and recourse if service cannot be provided in accordance with this contract. Recourse can include but is not limited to loss of federal and state operating assistance, loss of regional vehicle use, or back payment of any operating assistance that may have been provided for the specific service. The ECICOG Board of Directors shall determine this recourse.

E. Other LIFTS Responsibilities
1. LIFTS shall serve as an independent subcontractor of ECICOG.

2. LIFTS shall maintain accounting and records for all services rendered and shall assure that all persons handling project funds, including passenger revenues, are bonded to levels appropriate for the amount of funds handled.

3. LIFTS shall be included in a county audit or secure an annual independent audit of its transit program including services provided under this contract. A copy of the audit shall be provided to ECICOG.

4. LIFTS shall permit inspection of its vehicles, services, books, and records by ECICOG or agencies providing funding to ECICOG upon the request of ECICOG.

5. LIFTS shall accept all risk and indemnity and hold ECICOG and the IDOT harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney and witness fees relating to loss or damage to property
or to injury or death of any person arising out of the acts or omissions of LIFTS or its employers or agents.

6. LIFTS shall comply with all applicable state and federal laws and/or administrative rules including but not limited to the FTA charter rule, equal employment opportunity, affirmative action, traffic control, nondiscrimination, motor vehicle equipment, confidentiality, freedom of information, and FTA/IDOT requirements for drug and alcohol testing. The cost for implementing these laws/rules shall be the responsibility of LIFTS.

7. LIFTS shall participate on the ECICOG Transit Operators Group and shall supply such information as is necessary for the preparation of the annual Region 10 Transportation Improvement Program, Consolidated Transit Application, the Passenger Transportation Development Plan, the Long Range Transportation Plan, and any other document ECICOG/IDOT requires or prepares.

8. LIFTS shall coordinate with other transit providers and pursue agreements and service contracts with other agencies that provide or need to purchase transportation. ECICOG shall prepare all contracts and all contracts shall be approved by ECICOG and IDOT.

9. LIFTS shall submit in writing the estimated annual level of service for the upcoming contractual year. This shall include total ridership and revenue hours. LIFTS shall also provide the estimated budget for providing this service.

10. LIFTS estimated fully allocated costs for service are as follows:
    - FY20 Estimated operating budget: $2,143,839
    - FY20 Estimated revenue hours: 22,200
    - FY20 Estimated overall cost per revenue hour: $96.56

<table>
<thead>
<tr>
<th>Service</th>
<th>est. Revenue hours</th>
<th>allocated cost of service</th>
</tr>
</thead>
<tbody>
<tr>
<td>County</td>
<td>9,800</td>
<td>$946,380</td>
</tr>
<tr>
<td>City</td>
<td>12,400</td>
<td>$1,197,300</td>
</tr>
</tbody>
</table>

11. LIFTS shall also agree to participate in the regional ITS program as developed by the ECICOG Board. Participation shall include:
    - provision of Routematch service data for use in regional data reports;
    - attendance at user meetings as applicable;
    - documentation of operational and/or administrative back up procedures;
    - provision of other information and cooperation that may be necessary to assess the benefits, costs or implementation requirements of the regional ITS program.
    - Participation and financial obligation for utilizing Routematch service, including maintenance and support as part of region-wide agreement

F. Other ECICOG Responsibilities
1. ECICOG shall provide regional operating subsidies to LIFTS for public transit services under the terms identified in this contract. These include but are not limited to STA, 5310, 5311, and local participation.
2. ECICOG shall, based on information supplied by LIFTS, other subcontractors, and its own records, prepare all required reports to the IDOT.

3. ECICOG shall assist LIFTS as necessary in the design and scheduling of transit services to meet the needs of the service area.

4. ECICOG shall accept all risk and indemnity and hold LIFTS harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney and witness fees relating to loss or damage to property or to injury or death of any person arising out of the acts or omissions of ECICOG or its employers or agents.

G. Compensation

1. Based upon the projected revenues that ECICOG will receive from the IDOT contracts and contingent upon ECICOG’s receipt of such funds, operating assistance to providers shall be assessed exactly like IDOT’s distribution formula to the regional transit systems. (See Appendix D for a complete explanation of the distribution formula). For Fiscal year 2020, estimated regional FTA assistance is $788,543 and STA is $518,509. Actual subsidies to LIFTS will be dependent on FY19 year-end operating statistics.

2. Subsidy payments for public transit services under this contract shall be on a quarterly basis.

3. All passenger revenues shall be applied to the costs of transit services prior to application of regional operating assistance and shall be considered to have expanded the level of services compared to what would be available without such resources.

4. It shall be the responsibility of LIFTS to address shortfalls of anticipated funding from any source or if the actual level of fully allocated costs of service increase above estimated levels. ECICOG encourages the establishment of budget reserves to protect against possible revenue shortfalls or service cost increases.

5. ECICOG reserves the discretion to adjust operating assistance distributions when deemed appropriate by ECICOG due to extraordinary or extenuating circumstances.

H. Reporting

1. Within 30 days after the end of each month, LIFTS shall provide ECICOG with a monthly financial report for services rendered in the previous month including a report of program revenues and program expenses.

2. Within 30 days after the end of each fiscal quarter (October 1, January 1, April 1, August 1), LIFTS shall furnish ECICOG with information concerning LIFTS transit service provided during the preceding quarter. The statistical information will be reported to ECICOG on forms provided by ECICOG or in a format approved by ECICOG. LIFTS shall provide the following reports:

   • Quarterly Statistical Reports-(Fully allocated costs for services, trips, miles, hours, etc.)
   • Quarterly Vehicle Odometer Readings
   • Quarterly Fuel Tax Reports
- Disadvantaged Business Enterprise Contracting Opportunities
- Other reports as required by the IDOT or ECICOG contracts

Note: All reports shall be reviewed and approved by Transit Manager/Director before submittal.
Note: Failure to provide such information on a timely basis may delay subsidy payments as described in section ‘G1’.

3. The following items shall be reported by LIFTS to ECICOG on an on-going basis:
   - Accidents involving vehicles owned by ECICOG
   - Cancellations or significant delays/changes in services provided under this contract
   - Emergency use of subcontractors to avoid service interruptions.

4. On an annual basis, LIFTS shall submit to ECICOG, a copy of an approved budget.

I. Operational Review Report
1. Within 60 days of the end of this agreement, ECICOG shall perform an operational review and report of the LIFTS program to ensure compliance with the terms of this agreement.

2. LIFTS will have 60 days following the issuance of said report to remedy any identified operational deficiencies, and shall document to ECICOG’s satisfaction all remedial actions taken.

3. Operational deficiencies not addressed within the 60-day period may result in ECICOG’s termination of any and all agreements with LIFTS.

J. Entire Agreement
1. This contract contains the entire agreement between LIFTS and ECICOG. There are no other agreements or understandings, written or verbal, which shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

K. Amendments
1. Any changes to this contract must be in writing and receive the concurrence of ECICOG and the IDOT.

L. Termination
1. Termination of this contract may be made by either party through written notice to the other party at least 30 days prior to the date of termination.

M. Saving Clause
1. Should any provision of this contract be deemed invalid by a court of law, all other provisions shall remain in effect.

N. Assignability and Subcontracting
1. This contract is not assignable to any other party without the written approval of ECICOG and the concurrence of the IDOT.
2. No part of the transit services described in this contract may be subcontracted by LIFTS without the written approval of ECICOG and the IDOT.

3. Notwithstanding the provisions in 'N.2.' above, it is hereby agreed that LIFTS may, under emergency circumstances, temporarily subcontract any portion of the service if it is deemed necessary by LIFTS to avoid a service interruption. ECICOG shall be notified, in advance if possible, each time this provision is invoked.

O. Adoption
1. This contract agreement is adopted by both parties as signed and dated below, subject to the concurrence of the IDOT.

For LIFTS:

____________________________________  Date: ______________

For ECICOG:

____________________________________  Date: ______________
APPENDIX A

REQUEST FOR ADDITIONAL CONTRACTED SERVICES

For office use only

<table>
<thead>
<tr>
<th>Review</th>
<th>Favorable Review</th>
<th>No Comments</th>
<th>Comments Attached</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Review</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOG Review</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Board Review</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DATE: _____________   PROVIDER NAME: _____________________

Non-Incidental Service:  ì   Incidental Service:  ì

1. Description of proposed service:
   A: Description of service:

   B: Estimated number of people using the service:

   C: Estimated number of trips service provides:

2. Description of funding sources and operating budget for proposed service:

   Revenues:
   Local Govt. (indicate sources): _________
   ECICOG asst.: _________________________
   Pass. Rev.: ___________________________
   Other/contract rev.: ___________________
   Private Cont./donations: ______________
   Totals: ______________________________

   Expenses:
   Maint. Cost: ________________
   Fuel Cost: _________________
   Labor: _____________________
   Cap. Replac.: _______________  
   Admin: _____________________
   Other (source): _____________
   Totals: _____________________
3. Timeline for implementation and delivery of service:

4. Description of public input opportunities:

5. Discussion of how basic services will be impacted:

______________________________________                     _________
(Authorized signatory for provider)                  (Date)
APPENDIX B

ECICOG - Linn County Transportation
Transit Equipment Use Agreement

This appendix is a supplement to ECICOG and LIFTS’s FY 2020 Transit Purchase of Service Contract and is contingent upon the approval of said Purchase of Service contract.

A. Equipment Leased
ECICOG hereby allows LIFTS use of the equipment with all accessories incorporated therein or affixed thereto as listed in Appendix B of this agreement (all hereinafter referred to as equipment). This listing will be updated annually.

B. Rent
ECICOG will not charge a rental fee for this user agreement. When a vehicle is eligible for replacement with federal or state funding, LIFTS shall cover the non-federal/state portion of the vehicle cost and will receive the same percentage of funds contributed upon vehicle disposal; the same method will apply for expansion vehicles utilizing federal or state funds.

C. Title
LIFTS acknowledges that this is an agreement for use only. LIFTS does not in any way own title to the equipment.

D. Warranties and Waiver
LIFTS acknowledges that ECICOG has not made and does not provide any warranty with respect to the condition, quality, or durability of the equipment. LIFTS agrees that ECICOG and the IDOT shall not be held liable to LIFTS for any liability, claim, loss, damage, or expense of any kind or nature caused directly or indirectly by the equipment.

E. Use and Operation
LIFTS acknowledges receipt of equipment, and that the equipment is in condition satisfactory to LIFTS and is suitable for LIFTS purposes. The equipment shall not be altered, marked, or additional equipment installed without the prior consent of ECICOG, in which case LIFTS will bear the expense thereof as well as the restoration expenses. LIFTS shall keep equipment free of all taxes, liens, and encumbrances. LIFTS shall not use or permit the use of equipment in violation of any federal, state, regional, county, or city laws, ordinances, rules, or regulations, or contrary to the provisions of the insurance policy coverage. LIFTS shall use the equipment only for mass transit or mass transit-related services which fully conform with the rules and regulations promulgated by the IDOT. Additional subcontracting of capital is not allowed under the Purchase of Service Contract.

F. Maintenance and Repairs
LIFTS shall pay for and furnish all maintenance and repairs to keep the equipment in good working condition. At the expiration or termination of this Lease, the equipment will be returned to ECICOG in good condition, with reasonable wear and tear expected. LIFTS shall permit ECICOG and its designees to inspect equipment at reasonable times, places, and intervals.

**G. Expenses**
LIFTS shall pay all expenses incurred in the use and operation of the equipment, including, but not limited to licenses, registration and title fees, gasoline, lubricants, antifreeze, repairs, maintenance, alterations, tires, storage, fines, inspections, assessments, sales or use taxes, and all other taxes as may be imposed by law from time to time arising from LIFTS use and operation of the equipment.

When possible, ECICOG will register and license said equipment through the Iowa Department of Transportation's system for official transit registrations and licenses.

**H. Insurance**
LIFTS agrees that it will at all times and at its own expense procure and maintain casualty, liability, and workmen's comprehensive insurance on the equipment which provides sufficient coverage to meet all local and state standards for injury, death, and property damage, and uninsured and underinsured motorist coverage, protecting ECICOG against such losses, damages, injuries, claims, demands and expenses on account of injury to any person or persons, or to any property belonging to any person or persons, by reason of such casualty, accident, or other happenings by or with equipment during the term of this Lease. Certificates or copies of said policy or policies shall be provided to ECICOG.

LIFTS shall at all times and at its own expense keep equipment insured against all loss, damage, or destruction, theft, and physical damage, with LIFTS assuming all deductible amounts for collision and for comprehensive coverage. LIFTS shall provide to ECICOG certificates or copies of said policy or policies.

LIFTS shall provide and pay for any other insurance or bond that may be required by any governmental authority as a condition to, or in connection with, LIFTS use of the equipment.

In the event equipment is involved in an accident, damaged, stolen, or destroyed, LIFTS shall promptly notify ECICOG and will also comply with all terms and conditions entered in the insurance policies. LIFTS agrees to cooperate with ECICOG and the insurance companies in defending against any claims or actions resulting from LIFTS operation or use of equipment.

Equipment shall not be used by any person or entity, in any manner or for any purpose, that would cause any insurance herein specified to be suspended, canceled, or rendered inapplicable.

If any insurance herein is canceled or suspended, or if LIFTS fails to maintain such insurance, ECICOG, at its option, may terminate this Lease and take possession of equipment.
## APPENDIX C

### FY 2020 Listing of Leased Equipment

**ECICOG-LIFTS**

### Vehicles

<table>
<thead>
<tr>
<th>Identification Number</th>
<th>Make/Model</th>
<th>Plate Number</th>
<th>VIN Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>257</td>
<td>2006 El Dorado Aerotech</td>
<td>108124</td>
<td>1FDXE45P46HB33119</td>
</tr>
<tr>
<td>258</td>
<td>2008 Chevy Supreme-MDB</td>
<td>128170</td>
<td>1GBG5V1967F424322</td>
</tr>
<tr>
<td>259</td>
<td>2008 Chevy Supreme-MDB</td>
<td>126176</td>
<td>1GBG5V1957F424215</td>
</tr>
<tr>
<td>260</td>
<td>2009 Chevy Supreme-MDB</td>
<td>131486</td>
<td>1GBG5V1949F402113</td>
</tr>
<tr>
<td>261</td>
<td>2009 El Dorado Aerotech</td>
<td>LD0445</td>
<td>1FDFE45P59DA64433</td>
</tr>
<tr>
<td>263</td>
<td>2012 Chevy Glaval</td>
<td>120060</td>
<td>1GB6G5BL8C1159944</td>
</tr>
<tr>
<td>264</td>
<td>2017 Glaval Legacy</td>
<td>128760</td>
<td>4UZADRD7TCJH9639</td>
</tr>
<tr>
<td>265</td>
<td>2017 Glaval Legacy</td>
<td>128761</td>
<td>4UZADRD75HCJH9638</td>
</tr>
<tr>
<td>266</td>
<td>2017 Glaval Legacy</td>
<td>129319</td>
<td>4UZADRF6JCJ6280</td>
</tr>
<tr>
<td>267</td>
<td>2017 Glaval Legacy</td>
<td>129301</td>
<td>4UZADRF8JCJ6281</td>
</tr>
<tr>
<td>45L</td>
<td>2001 Bluebird</td>
<td>111050</td>
<td>1BAADCPH91F201765</td>
</tr>
<tr>
<td>46L</td>
<td>2002 Bluebird</td>
<td>110046</td>
<td>1BAAKCPA12F203715</td>
</tr>
<tr>
<td>41L</td>
<td>2001 International 3400</td>
<td>108124</td>
<td>1HVBEABM71H364137</td>
</tr>
<tr>
<td>48L</td>
<td>2004 Fold El Dorado</td>
<td>LD0580</td>
<td>1FDXE45F83HB83735</td>
</tr>
</tbody>
</table>

### Miscellaneous:

15 VSS Systems: DVR, four Cameras per system
APPENDIX D

REGION 10 OPERATING ASSISTANCE
FORMULA FOR DETERMINATION OF ELIGIBILITY

\[
\text{Provider's %} = \frac{\text{Provider's LDI}}{\text{Total of LDI for all providers}} \times 0.50
\]

\[
+ \frac{\text{Provider's Pass to OpExp. Rat}}{\text{Total of Pass to OpExp ratio for all Providers}} \times 0.25
\]

\[
+ \frac{\text{Provider's RevMi to OpExp ration}}{\text{Total of RevMi to OpExp ratio for all Providers}} \times 0.25
\]

**KEY:**
- **RevMi**—Revenue miles – Revenue Miles are miles driven while providing service to clients or en route between clients.
- **LDI**—Locally Determined Income – All transit system revenue dedicated for operations expense during a fiscal year, minus federal operating assistance from the U.S. Department of Transportation and minus all special project operating support and programmed eligibility funds received from the Iowa Department of Transportation operations assistance.
- **Pass**—Passenger – Each time a person boards and is transported that person should be counted as a ride. Passengers and riders are synonymous for this formula.
- **OpExp**—Operating Expenses – Operating expenses are only those costs involved in the actual operation and administration of the system on an ongoing basis.

Note: Payment of federal and state operating assistance is subject to proof of a net operating deficit as demonstrated by quarterly reports provided by LIFT. Details of this *ECI Transit Policy for Distribution of State and Federal Operating Assistance* (Enacted in 2012) can be obtained from ECICOG.
AGREEMENT made as of the 22 day of May in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)
Linn County Iowa
935 2nd Street SW
Cedar Rapids, IA 52404

and the Contractor:
(Name, legal status, address and other information)
Unzeitig Construction Company
1619 F Avenue NE
Cedar Rapids, IA 52402

for the following Project:
(Name, location and detailed description)
Linn County Corrections Facility ADA Improvements
53 3rd Avenue Bridge, Cedar Rapids, IA

The Architect:
(Name, legal status, address and other information)
Aspect Inc
221 2nd Avenue SE, Suite 400
Cedar Rapids, IA 52401

The Owner and Contractor agree as follows.
TABLE OF ARTICLES

1  THE CONTRACT DOCUMENTS
2  THE WORK OF THIS CONTRACT
3  DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4  CONTRACT SUM
5  PAYMENTS
6  DISPUTE RESOLUTION
7  TERMINATION OR SUSPENSION
8  MISCELLANEOUS PROVISIONS
9  ENUMERATION OF CONTRACT DOCUMENTS
10 INSURANCE AND BONDS

ARTICLE 1  THE CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2  THE WORK OF THIS CONTRACT
The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3  DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner’s time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.
§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than July 31st, 2019 ( ) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of the Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be One Hundred Six Thousand, Two Hundred Forty Eight Dollars and Zero Cents ($106,248.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)
Alternate #1: Paving
Alternate #2 : Automatic Door Operator

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price per Unit ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

ARTICLE 5 PAYMENTS
§ 5.1 PROGRESS PAYMENTS
§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the same day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5%); Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;

2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5%);

3. Subtract the aggregate of previous payments made by the Owner; and

4. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.
§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT
§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 INITIAL DECISION MAKER
The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1970, 1974, 1977, 1987, 1993, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 05/22/2019 11:29:20 under the terms of AIA Documents-on-Demand™ order no. 2010212746 , and is not for resale. This document is licensed by the American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.
§ 6.2 BINDING DISPUTE RESOLUTION
For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Choose the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

§ 8.3 The Owner’s representative:
(Name, address and other information)
Garth Fagerbakke
Linn County Iowa
935 2nd Street SW
Cedar Rapids, IA 52404

§ 8.4 The Contractor’s representative:
(Name, address and other information)
Jim Unzeitig
Unzeitig Construction Company
1619 F Avenue NE
Cedar Rapids, IA 52402

§ 8.5 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days written notice to the other party.
§ 8.6 Other provisions:
Changes in work amounting to less than Twenty Thousand Dollars and Zero Cents ($20,000.00) may be approved by Garth Fagerbakke

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Supplemental Conditions</td>
<td>5/22/2019</td>
<td>7</td>
</tr>
</tbody>
</table>

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

See Attachment A "Sheet Index"

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Addendum 1</td>
<td>4/23/2019</td>
<td>1</td>
</tr>
</tbody>
</table>

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.6 The Addenda, if any:

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™—2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201—2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)
ARTICLE 10  INSURANCE AND BONDS
The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

<table>
<thead>
<tr>
<th>Type of Insurance or Bond</th>
<th>Limit of Liability or Bond Amount ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Bond</td>
<td>$106,248.00</td>
</tr>
<tr>
<td>Builders Risk Insurance</td>
<td>To cover the amount of the Contract</td>
</tr>
</tbody>
</table>

This Agreement entered into as of the day and year first written above.

OWNER (Signature)  
Linn County Board of Supervisors Chair Person  
(Printed name and title)

CONTRACTOR (Signature)  
Jame D. Unzeitig, Vice President  
(Printed name and title)
RECEIVED
MAY 24 2019

LINN COUNTY HUMAN RESOURCES VACANCY FORM

SELECT ONE:
☑ NEW POSITION

☐ REPLACEMENT

REPLACES: ____________________________

☐ EXISTING JOB CLASSIFICATION

SELECT ONE:

☐ NEW JOB CLASSIFICATION

PART-TIME POSITION: Temporary Front Desk Attendant Wickup Hill

JOB TITLE: Conservation

DEPARTMENT: July 1, 2019

VACANCY DATE: 

SHIFT/HOURS: Non-standard

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if applicable):

☑ BUDGET OFFER

☑ GRANT FUNDING

☑ OTHER: ____________________________

NEW POSITION FUNDING SOURCE(S):

FY20 General Fund ____________________________

APPROVED OFFER.

POST TO INSIDE: ☐ YES ☐ NO

ADVERTISE: ☐ YES ☐ NO

IF NO, GIVE EXPLANATION (i.e. not filling due to operational needs): ____________________________

We need to advertise this to the Public as soon as possible.

POSITION TYPE:

□ FULL-TIME ☑ PART-TIME 9-10 # of hours/week ☐ TEMPORARY/SEASONAL (75 working days or less)

□ 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: __________ 05/24/19

DATE

DEPARTMENT HEAD (original signature required)

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: n/a

STARTING SALARY: $12.00/hr

HR DIRECTOR COMMENTS: ____________________________

FINANCE/BUDGET DIRECTOR COMMENTS: ____________________________

APPROVED BY: __________ 5/24/19

DATE

HUMAN RESOURCES DIRECTOR

APPROVED BY: __________ 5/28/19

DATE

FINANCE/BUDGET DIRECTOR

APPROVED BY: ____________________________

DATE

CHAIRPERSON/BOARD OF SUPERVISORS

APPROVED BY: ____________________________

DATE