



**SCOTT COUNTY ENGINEER'S OFFICE**

950 E. Blackhawk Trail  
Eldridge IA 52748

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JON R. BURGSTRUM, P.E.  
County Engineer

ANGELA K. KERSTEN, P.E.  
Assistant County Engineer

TARA YOUNGERS  
Administrative Assistant

**MEMO**

TO: Mahesh Sharma  
County Administrator

FROM: Jon Burgstrum  
County Engineer

SUBJ: Approval to accept Living Roadway Trust Fund Grant

DATE: September 19, 2019

Discussion of a resolution approving the acceptance of the Project Development Agreement with the Living Roadway Trust Fund. We applied for the grant in June and have been informed the grant has been approved in the amount of \$15,000.00. The agreement is authorizing the DOT to send the funds and ensure that we understand the responsibilities throughout the project implementation process.



SMARTER | SIMPLER | CUSTOMER DRIVEN

[www.iowadot.gov](http://www.iowadot.gov)

Office of Design

800 Lincoln Way | Ames, IA 50010

Phone: 515.239.1768 | Email: [troy.siefert@iowadot.us](mailto:troy.siefert@iowadot.us)

August 26, 2019

Mr. Jon Burgstrum, Engineer  
Scott County Secondary Roads Department  
950 East Blackhawk Trail  
Eldridge, IA 52748

Dear Mr. Burgstrum:

Congratulations, I'm pleased to inform you that your Fiscal Year (FY) 2020 Living Roadway Trust Fund (LRTF) grant application for Ag Shield Roadside Sprayer has been approved for funding up to the amount of \$15,000.00.

Project development agreements have been included in this transmittal. Please review these thoroughly to ensure that you understand the grant recipient's responsibilities throughout the project implementation process. After reviewing the agreement, please sign all enclosed copies and return these original copies as soon as possible. As a reminder, city and county recipients are also required to obtain and include a resolution indicating that they are willing to enter into this (or these) grant agreement(s) with the Iowa Department of Transportation (DOT). Once I receive them, I will execute the agreements and send you an authorization to start work, incur costs, and receive reimbursement.

Please send all original copies of the completed agreements to:

Troy Siefert  
Office of Design  
Iowa Department of Transportation  
800 Lincoln Way  
Ames, IA 50010

If you have any questions regarding your grant(s), obtaining a resolution or the processing of paperwork associated with project implementation, please contact me by email at [troy.siefert@iowadot.us](mailto:troy.siefert@iowadot.us) or by phone at 515-239-1768. I look forward to working with you to ensure a successful completion to your FY 2020 LRTF project!

Sincerely,

A handwritten signature in blue ink, reading 'Troy Siefert', is written over the typed name and title. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Troy Siefert  
Living Roadway Trust Fund Coordinator  
Statewide Integrated Roadside Vegetation Management Coordinator

Enc.: Ag Shield Roadside Sprayer Project Agreements

**IOWA DEPARTMENT OF TRANSPORTATION**  
**Agreement for a Living Roadway Trust Fund Grant**  
**for Counties**

**RECIPIENT: Scott County Secondary Roads Department**

**PROJECT NAME: Ag Shield Roadside Sprayer**

**AGREEMENT / PROJECT NO.: 90-82-LR20-319**

**AGREEMENT EXPIRATION DATE: December 31, 2021**

<b>Grant Amount:</b>	<b>\$15,000.00</b>
<b>Total Matching Funds:</b>	<b><u>\$5,649.00</u></b>
<b>Total Project Cost:</b>	<b>\$20,649.00</b>

**Authorizing Official:**

Mr. Jon Burgstrum  
Engineer, Scott County Secondary Roads Department  
950 East Blackhawk Trail  
Eldridge, IA, 52748  
Phone: 563-326-8640  
Fax: 563-328-4173  
Email: jon.burgstrum@scottcountyiowa.com

**Project Coordinator/Manager:**

Mr. Brian Burkholder  
Roadside Vegetation Specialist, Scott County Secondary Roads Department  
950 East Blackhawk Trail  
Eldridge, IA, 52748  
Phone: 563-326-8640  
Fax: 563-328-4173  
Email: Brian.Burkholder@scottcountyiowa.com

**Iowa Department of Transportation:**

Mr. Troy Siefert, PLA  
Living Roadway Trust Fund Administrator  
Office of Design  
Highway Division  
800 Lincoln Way  
Ames, Iowa 50010  
Phone - 515-239-1768  
Fax: 515-239-1873  
Email: troy.siefert@iowadot.us

This is an agreement between Scott County Secondary Roads Department (hereinafter referred to as **RECIPIENT**) and the Iowa Department of Transportation (hereinafter referred to as the **DOT**).

## **RECITALS**

1. The **RECIPIENT** submitted an application to the **DOT** for funding through the Living Roadway Trust Fund (LRTF) under Iowa Code section 314 subsection 21, and the application was approved by DOT staff action on August 08, 2019.
2. Pursuant to the terms of this agreement and applicable statutes, the **DOT** agrees to provide funding in the amount of \$15,000.00 to the **RECIPIENT** for the authorized and approved costs for eligible items associated with the development of Ag Shield Roadside Sprayer. This equipment shall be purchased no later than December 31, 2021 with final request for reimbursement to be received by the **DOT** within ninety (90) days of the completion date. If the **RECIPIENT** requires additional time to fulfill the terms of this agreement, a request for an extension of time shall be submitted to the LRTF Coordinator prior to the expiration date.
3. The Project Coordinator/Manager shall be responsible for reporting in writing to the Living Roadway Trust Fund Coordinator involvement in any projects that are connected in any way to the project outlined in this agreement and receive additional funding from the LRTF or other Resource Enhancement and Protection (REAP) programs. Failure to do so may result in revocation of LRTF funding approval for this project.
4. This agreement shall be executed and delivered in two (2) or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument

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

## **SECTION 1: AUTHORITY**

1. The Authorizing Official and the Project Coordinator/Manager representing the **RECIPIENT** shall be responsible for carrying out the provisions of this agreement.
2. Approval from the **DOT** is required in order to change the Project Coordinator/Manager representing the **RECIPIENT**.
3. It is mutually understood between the parties that the final authority in transportation matters now vested in the **DOT** by federal and state statutory and case law shall not be affected by this agreement.

## SECTION 2: GRANT

1. The **RECIPIENT** shall be responsible for the development and completion of the project as described in the application, of which a copy of the original is attached hereto and by this reference incorporated into this agreement as EXHIBIT A and as follows:

In 2016 Scott County discontinued contractors for roadside spraying and did it all in-house with the Secondary Roads Department. With technology today Scott County would like to update their spray unit to a sprayer with a GPS speed sensor that changes pressure to maintain constant rate per acre which will allow the best accuracy while spraying. Scott County also would like injection technology with separate tanks for chemicals. This would allow for safer working conditions by limited exposure to products and less down time by not having to clean the main tank after every use due to the main tank is for water only. The unit we are looking at is made by Ag Shield. This unit is a drop in system that can be quickly removed from the truck when its needed for different tasks. Thank you for your time and consideration.

2. Eligible project costs for the project described in section 2, subsection 1 of this agreement, listed above, which are incurred after the effective date of this agreement (see section 5), shall be paid as follows:
3. The portion of the total project costs paid to the **RECIPIENT** shall not exceed \$15,000.00.

<b>RECIPIENT</b> LRTF Funds (Grant):	\$15,000.00
<b>RECIPIENT</b> Local Contribution:	<u>\$5,649.00</u>
LRTF Project Total:	\$20,649.00

4. The local contribution stated above, and in Exhibit A, may include cash or non-cash contributions to the project. The **RECIPIENT** shall certify to the **DOT** the value of any non-cash contribution to the project prior to it being incorporated into the project. For right of way contributions, the **RECIPIENT** shall submit an appraisal and a check appraisal from qualified independent appraisers previously approved in writing by the **DOT**.
5. The **DOT** reserves the right to review the **RECIPIENT**'s certificate of value and has sole authority to determine the value of the **RECIPIENT**'s non-cash contribution for the purposes of this agreement. If, as a result of the **DOT**'s determination, the **RECIPIENT**'s total cash and non-cash contribution is below that stated in the terms of this agreement, the **RECIPIENT** shall increase its cash contribution in order to complete the **RECIPIENT**'s local contribution, or the grant or loan amount associated with this project shall be reduced accordingly.
6. Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds or discontinuance or material alteration of the program for which funds were provided, the **DOT** shall have the

right to terminate this contract without penalty by giving not less than ninety (90) days written notice. The **DOT** shall reimburse all eligible costs incurred up to and including this notice date.

7. Any revenue generated by interest payments on funds received by the **RECIPIENT** or by sales under this agreement shall be credited to the project.

### **SECTION 3: WORK**

1. The **RECIPIENT** shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules.
2. The **RECIPIENT** shall be responsible for obtaining any permits, such as the Right to Occupy and Perform Work Within the Right of Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and other construction permits required for the project prior to the start of construction.
3. Neither the approval of the project application for funding nor the signing of this agreement shall be construed as approval of any required permit from **DOT**.
4. In addition, the **RECIPIENT** shall certify to the **DOT's** LRTF Coordinator that all known required environmental clearances have been received and that all environmental regulations have been complied with before funds are reimbursed or credited.
5. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the Manual on Uniform Traffic Control Devices (MUTCD) as adopted pursuant to 761 Iowa Administrative Code (IAC) 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
6. The work on this project shall be in accordance with the grant application, survey, plans, specifications, and estimates on file. Any modification of these documents must be approved by the **DOT** in writing prior to the modification being put into effect.
7. For portions of the project let to bid, the **RECIPIENT** shall advertise for bidders, make a good faith effort to get at least three bidders and hold a public letting for the project work. Prior to awarding the contract, the **RECIPIENT** shall provide the **DOT** file copies of project letting documents within five (5) working days after the letting. The **RECIPIENT** shall wait for **DOT** concurrence before making the final award.
8. The **RECIPIENT** shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3(80). The **RECIPIENT** shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The **RECIPIENT** shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.

9. The **RECIPIENT** shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement.
10. The **RECIPIENT** shall be responsible for the daily inspection of the project. For projects let to contract, the **RECIPIENT** shall compile a daily log of materials and quantities. For projects constructed with local forces, the **RECIPIENT** shall compile a daily log of materials, equipment and labor on the project. The **DOT** reserves the right to inspect project activities and to audit claims for funding reimbursement. The purpose of the inspection or audit is to determine substantial compliance with the terms of this agreement.
11. Originals of all documents including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service under terms of this agreement, are to be the joint property of the political jurisdiction and governmental agencies participating in the project. Copies of said documents will be made available to such participants upon request.
12. The **RECIPIENT** shall require its contractors to permit the **DOT's** authorized representatives to inspect all work, materials, records, and any other data related to the Ag Shield Roadside Sprayer project approved and authorized through this agreement.
13. The **RECIPIENT** shall maintain all books, records and accounts, documents, papers, reports, other sources of information, as may be determined by the **DOT** to be pertinent to ascertain compliance with this agreement. The **RECIPIENT** shall also make such materials and its facilities available at all reasonable times during the project agreement period and for three years from the date of final reimbursement, for inspection by the **DOT**. Copies of said materials shall be furnished by the **RECIPIENT** if requested.
14. Project progress reports are due on a quarterly basis in digital format and shall be received by the **DOT** within 30 calendar days of the end of the quarter. For the purposes of this agreement, the quarters for each calendar year shall be January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31.
15. Upon completion of the project described in this agreement, the project coordinator/manager shall submit the final report in digital format to the **DOT** no later than 45 days after the project completion or grant end date, whichever is sooner. For **RECIPIENTs** that have purchased equipment, the project coordinator/manager shall submit the final report to the **DOT** no later one (1) year after the purchase date of said equipment. A presentation at the soonest statewide IRVM meeting on the performance of the equipment is also required within this same time period. Where any information required of the **RECIPIENT** is in the exclusive possession of another who fails or refuses to furnish this information, the **RECIPIENT** shall so certify to the **DOT** and shall set forth what efforts it has made to obtain the information. Work performed under

the provisions of this agreement shall be maintained into perpetuity.

## **SECTION 4: PROPERTY AND EQUIPMENT**

1. In the event that right of way is required for the project, said right of way will be acquired in accordance with 761 IAC 111, Real Property Acquisition and Relocation Assistance, and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
2. When property and equipment is purchased with LRTF funds, the **RECIPIENT** agrees that the property and equipment shall be used for the provision of integrated roadside vegetation management; within roadside rights-of-way or areas approved in writing by the **DOT**, for the life of the property and equipment as determined by the **DOT**. Title to all property and equipment purchased pursuant to the agreement shall rest with the **RECIPIENT** of this agreement.
3. The **RECIPIENT** shall permit the **DOT** or its authorized representatives to inspect all property and equipment purchased or used to comply with this agreement.
4. The **RECIPIENT** agrees, within 45 days of acceptance of equipment financed through this agreement, to submit an inventory report including photographs of equipment purchased with LRTF labels adhered in prominent locations to four sides of the equipment.
5. If the property and equipment is not continuously used for vegetation management in the rights-of-way in a manner described by the application and the guidelines for the LRTF program, the **RECIPIENT** shall immediately notify the **DOT**. If the property and equipment is not maintained in a usable condition, it shall be considered to not be in continuous use. The **DOT** shall then determine whether the property and equipment should be transferred to another LRTF recipient for continued use. If the **DOT** determines there is no need for the property and equipment among other LRTF recipients, the **DOT** may authorize local disposal through sale.
6. If the property and equipment is sold, it shall be sold by the **RECIPIENT** at the highest price obtainable at public or private sale, subject to written approval of the sale price by the **DOT**. The net sale price (gross sale price less expense of the sale, in an amount to be approved in advance by the **DOT**), multiplied by a percentage of the sale price equal to the percentage of any cash that was provided by the **RECIPIENT** as part of the original purchase of said property shall be paid to the **RECIPIENT**. The remaining amount shall be paid to the LRTF.

## **SECTION 5: REIMBURSEMENT**



The **DOT** reimburses for expenses up to the limits described in this agreement as follows:

1. The **RECIPIENT** has specified that they will submit periodic reimbursement requests One Time (at Conclusion of Project).
2. All costs submitted for reimbursement or to be counted as matching funds shall not be incurred until after this agreement is fully executed by the **DOT**.
3. Prior approval by the **DOT** is required before there can be any change to the scope of work and budget in the grant application approved by the **DOT**. For any individual work plan item not implemented by the **RECIPIENT** prior to the expiration date of this agreement, there will be no reimbursement by the **DOT**.
4. All reimbursement requests and direct vendor payment requests shall be submitted to the **DOT** using form 841700 Claim for Reimbursement of Living Roadway Trust Fund Project Costs located on the **DOT** website at <https://forms.iowadot.gov/BrowseForms.aspx> and attached as EXHIBIT B. Reimbursement requests and direct vendor payment requests submitted without form 841700 properly completed or without the required documentation of costs incurred shall be returned to the **RECIPIENT** without being processed with a request for correction and resubmittal.
5. For each work plan item of this agreement the **DOT** will, upon receipt of appropriate request and sufficient documentation, reimburse the **RECIPIENT** for the lesser of the amount established in this agreement or the actual expense. Any cost overruns shall be paid solely by the applicant.
6. The **RECIPIENT** may submit to the **DOT** periodic itemized claims for reimbursement for eligible project costs as often as monthly but no less than quarterly unless a one-time reimbursement or direct vendor payment option is indicated on the grant application. Periodic reimbursement requests shall be received by the **DOT** no later than 45 days after the end of the month or end of the quarter, whichever has been indicated in this agreement by the **RECIPIENT** in section 5 subsection 1. Reimbursement claims shall include an original signature certification that all eligible project costs, for which reimbursement is requested, have been completed in substantial compliance with the terms of this agreement.
7. All requests for reimbursement must be itemized by work plan item, hours, pay classification, direct expenses and indirect expenses as applicable so as to allow the **DOT** to verify that the costs submitted conform to the items as outlined in this agreement.
8. Quarterly reimbursement requests shall include the status of all work plan items present in the approved application and agreement. Payment will be withheld until the status report is received in digital format.

9. All **RECIPIENTS** requesting reimbursement of indirect costs shall submit a current approved cost allocation plan or federally approved indirect cost rate documentation approved by the **DOT**.
10. All requests for reimbursement of equipment acquired as provided for in section 4 of this agreement must be accompanied by a copy of an invoice from the vendor. All original invoices must be received and reviewed by the **RECIPIENT** and verification of correct quantities and costs for items received must be indicated. The **RECIPIENT** shall sign, print their name and date the invoice to certify that receipt of the indicated invoice items has taken place.
11. The **DOT** shall reimburse the **RECIPIENT** for properly documented and certified claims for eligible construction project activity costs, less a retainage, if applicable to the project, of not more than ten percent, either by state warrant, or by crediting other accounts from which payment may have been made initially. If, upon audits of contracts, the **DOT** determines the **RECIPIENT** is overpaid, the **RECIPIENT** shall reimburse the overpaid amount to the **DOT**.
12. Upon completion of the project described in this agreement, the project coordinator/manager of the grant project shall certify in writing by letter to the **DOT** that the project activities were completed in substantial compliance with the requirements set forth in this agreement. Final reimbursement shall be made only after the **DOT** accepts the project as complete. In order to be considered complete, the provisions set forth in section 3 subsection 15 of this agreement must be met.
13. Final reimbursement requests by the **RECIPIENT** to the **DOT** shall be received no later than ninety (90) days after the completion of the project or the expiration date of this agreement, whichever is sooner. Failure to submit requests by this time, without prior approval, shall result in loss of remaining grant funding.
14. The **DOT** reserves the right to delay reimbursement of funds to the **RECIPIENT** if necessary to maintain a positive cash flow. If such a delay is necessary and lasts more than five working days, the **DOT** shall so notify the **RECIPIENT** in writing and shall give the **RECIPIENT** an estimate of when reimbursement might be expected. The **DOT** shall establish a system to equitably make reimbursements to all **RECIPIENTs** so affected.

## **SECTION 6: SUBMITTALS**

1. Papers, interim reports, forms, or other materials, which are a part of the work set forth in this agreement, shall not be copyrighted without written approval of the **DOT**. If written approval is given, such approval shall be subject to all applicable federal and state laws, rules and regulations.
2. Publications by either party shall give credit to the other party. However, if the **DOT**

does not wish to subscribe to the findings or conclusions of the study, the following statement shall be included on the credit sheet: “The opinions, findings, and conclusions expressed in this report are those of the authors, who are responsible for the facts and accuracy of the material presented herein. The contents do not necessarily reflect the official views, policies, or conclusions of the **DOT**”. It is the responsibility of the **RECIPIENT** to contact the **DOT** to ascertain the stance **DOT** wishes to take before the credit sheet is prepared.

3. Either party to this agreement may initiate a request for publication of the final or interim reports, or any portions thereof.

## **SECTION 7: DEFAULT**

1. This agreement may be declared to be in default by the **DOT** if the **DOT** determines that the **RECIPIENT's** application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the **DOT** determines that the project is not being developed as described in the application.
2. If the **RECIPIENT** fails to perform any obligation under this agreement, the **DOT** shall have the right, after first giving thirty (30) days written notice to **RECIPIENT** by certified mail return receipt requested, to declare this agreement in default. The **RECIPIENT** shall have thirty (30) days from date of mailing of notice to cure the default. If the **RECIPIENT** claims to have cured the default, it shall notify **DOT** no later than five (5) days after taking the action it claims has cured the default. **DOT** shall have sole discretion, without further notice, to determine whether or not any action taken has cured the default.
3. In the event a default is not cured, the **DOT** may revoke funding commitments and seek repayment of funds loaned or granted by this agreement. By signing this agreement, the **RECIPIENT** agrees to repay said funding if they are found to be in default. Repayment methods must be approved by the **DOT** and may include cash repayment, installment repayments with negotiable interest rates, charges against the **RECIPIENT's** share of road use tax funds, or other methods as approved by the **DOT**.

## **SECTION 8: GENERAL**

1. All notices required under this agreement shall be made in writing to the **DOT's** and the **RECIPIENT's** contact person. The **DOT's** contact person shall be Troy Siefert, Living Roadway Trust Fund Coordinator, Iowa Department of Transportation, Office of Design, 800 Lincoln Way, Ames, Iowa, 50010, phone: 515-239-1768, email: troy.siefert@iowadot.us. The **RECIPIENT's** contact person shall be Mr. Brian Burkholder, Roadside Vegetation Specialist, Scott County Secondary Roads Department, 950 East Blackhawk Trail, Eldridge, IA, 52748, phone: 563-326-8640, email: Brian.Burkholder@scottcountyiowa.com.

2. The **RECIPIENT** agrees to defend, indemnify and hold **DOT** harmless from any and all liability arising out of or relating in any manner to the above-referenced project, including any and all suits, actions, or claims of any character arising out of or relating in any manner to the above-referenced project, including as well, but not limited to, matters relating to research, purchase of equipment, representation of the LRTF program at public events and the design, construction, maintenance, placement of traffic control devices, or inspection of the work associated with this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the **DOT's** application review and approval process, work plan review and guidance, plan and construction reviews, and funding participation. It includes, but is not limited to claims for acts and omissions for which the **DOT** alone was or would be responsible.
3. The **RECIPIENT** shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code chapter 216, the Iowa Civil Rights Act of 1965. No person shall, on the grounds of age, race, creed, sex, color, national origin, religion, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the **RECIPIENT** receives state funds from the **DOT**.
4. All accounting practices applied and all records maintained will be in accordance with generally accepted accounting principles and procedures.
5. If any part of this agreement is found to be void and unenforceable then the remaining provisions of the agreement shall remain in effect.
6. This agreement is not assignable without the prior written consent of the **DOT**.
7. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
8. This agreement as set forth in sections 1 through 9 herein, including referenced EXHIBITS, constitutes the entire agreement between the **DOT** and the **RECIPIENT** concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the **DOT** and **RECIPIENT**.



EXHIBIT A  
Recipient Grant Application

## LIVING ROADWAY TRUST FUND GRANT APPLICATION

Deadline: June 1st, 2019 4:00 p.m.

*Read Application Instructions and FY 2020 Funding Guidelines before completing application.*

Project Name:

### APPLICANT INFORMATION

Grant Applicant (Agency, Organization, County...):

Applicant Authorizing Official: Position/Title:

Title:  First Name:  Last Name:

Address 1:

Address 2:

Address 3:

City:  State:  ZIP Code:

E-mail:  Phone:  Fax:

Project Coordinator/Manager: Position/Title:

Title:  First Name:  Last Name:

Address 1:

Address 2:

Address 3:

City:  State:  ZIP Code:

E-mail:  Phone:  Fax:

### NOTIFICATION FOR WORK IN RIGHT-OF-WAY (PLANTING) PROJECTS

If applicable, select the type of right-of-way in which the proposed project will occur:

Jurisdiction representative who has been notified of the project proposal:

Name:  Title:

E-mail:  Phone:

Have all required permits, environmental clearances, easements and notifications been made or acquired?

If no, please explain:

**PROJECT INFORMATION**

Project Funding Category:  Grant Applicant Type:

Project Type:

If Other Related Project type was selected please explain:

Estimated Start Date (MM/DD/YYYY):  Estimated Completion Date (MM/DD/YYYY):

Concise Project Summary:

In 2016 Scott County discontinued contractors for roadside spraying and did it all in-house with the Secondary Roads Department. With technology today Scott County would like to update their spray unit to a sprayer with a GPS speed sensor that changes pressure to maintain constant rate per acre which will allow the best accuracy while spraying. Scott County also would like injection technology with separate tanks for chemicals. This would allow for safer working conditions by limited exposure to products and less down time by not having to clean the main tank after every use due to the main tank is for water only. The unit we are looking at is made by Ag Shield. This unit is a drop in system that can be quickly removed from the truck when its needed for different tasks. Thank you for your time and consideration.

Detailed Project Description:

The unit Scott County is looking to purchase is the Ag Shield Roadside Sprayer with shielded boom for drift reduction. Here is a list of the features with this unit:

- 7ft-4 nozzle main center boom and 5ft-3 nozzle right hand wing. Mount to bumper, spray shields, parallel arms, winch height adjust, gauge wheel, auto reset boom break-away and in cab control panel with 12VDC to battery.
- 510 gal tank.
- (2) 60gal cone tank.
- Left hand main tank plumbing with Microtrak 3405 Fill rate controller, 3 boom valves with GPS speed sensor, changes pressure to maintain constant rate per acre 9-15mph installed, operated and precalibrated.
- Ace Centrifugal pump with Honda 5HP engine, 3 ball valves.
- Lower and upper end nozzle, boomless style.
- Boom shut off ball valves.
- Premium hand wand, adjustable 5-15 ft fog and up to 40ft stream pattern with 100ft rubber hose on hand crank reel that center mount.
- Beacon LED Class1, cab switch-view 360 degree.

Scott County chose Ag Shield because of its unique boom design. The shielded booms will greatly reduce our chances of drifting while spraying. This unit also can be removed from the truck quick and easy which allows us minimal down time when the truck is needed for other duties. The injection system also allows us multi chemical use depending on the application. With all these key features this unit will make our spray program more accurate and efficient at eradication and control of our noxious and invasive weeds in Scott County. This in turn will allow us more time planting natives in our roadsides. Thank you for your time and consideration.



## PROJECT COST SUMMARY

Line #	Detailed Work Plan (Please include all workplan items to detail total project cost, including all match amounts)	Amount
1	Ag Shield Roadside Sprayer	\$20,649.00

Add a Line

**Total Project Cost:**

**\$20,649.00**

### MATCH SUMMARY

Line #	Cash Match Detail <small>(Please include all cash match items found in the previous section)</small>	Amount
1	Secondary Roads Equipment Budget for 2019	\$5,649.00
<input type="button" value="Add a Line"/>		<b>Total Cash Match Amount:</b> <input style="width: 100px;" type="text" value="\$5,649.00"/>

Line #	In-Kind Match Detail <small>(Please include all in-kind match items found in the previous section)</small>	Amount
1	Not applicable	\$0.00
<input type="button" value="Add a Line"/>		<b>Total In-Kind Match Amount:</b> <input style="width: 100px;" type="text" value="\$0.00"/>
		<b>Total Grant Match Amount:</b> <input style="width: 100px;" type="text" value="\$5,649.00"/>

### GRANT REQUEST SUMMARY

<b>Total Project Cost:</b>	\$20,649.00
<b>Total Matching Funds:</b>	\$5,649.00
<b>Grant Match Percentage:</b>	27%
<b>Grant Amount Requested:</b>	\$15,000.00
(Enter the amount of the grant for which you are applying)	
<b>Reimbursement Frequency:</b>	One Time (at Conclusion of Project)

### Minority Impact Statement

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all grant applications submitted to the State of Iowa that are due beginning January 1, 2009, shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applicants to consider the potential impact of the grant project's proposed programs or policies on minority groups.

**Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.**

- The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

Describe the positive impact expected from this project:

Indicate which groups are impacted:

- Women     Persons with a disability     Blacks     Latinos     Asians  
 Pacific Islanders     American Indians     Alaskan Native Americans     Other

- The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

Describe the negative impact expected from this project:

Present the rationale for the existence of the proposed program or policy:

Provide evidence of consultation with representatives of the minority groups impacted:

Indicate which groups are impacted:

- Women     Persons with a disability     Blacks     Latinos     Asians  
 Pacific Islanders     American Indians     Alaskan Native Americans     Other

The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact:

The proposed Roadside Sprayer grant will not have a disproportionate or unique impact on minority persons due to Scott County provides it's programs and services to everyone.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge:

Name: Brian Burkholder

Title: Roadside Vegetation Specialist

### Definitions

"Minority Persons", as defined in Iowa Code Section 8.11, means individuals who are women, persons with a disability, Blacks, Latinos, Asians, or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability", as defined in Iowa Code Section 15.102, subsection 7, paragraph "b", subparagraph (1):

b. As used in this subsection:

- (1) "*Disability*" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"*Disability*" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency", as defined in Iowa Code Section 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.

**APPLICATION CERTIFICATION:**

I, the undersigned, certify that this project has been approved for submittal for Living Roadway Trust Fund grant  
Grant Applicant (Agency, Organization, County...):

Applicant Authorizing Official: Position/Title:

Title:  First Name  Last Name:

**Submission Checklist:**

- Iowa DOT Form 841702 (pages 3-6 and 9 of this document)
- Minority Impact Statement Form 105101 (pages 7 & 8 of this document)
- Supplemental Supporting Information (please attach using the Add Attachment button below)

**FOR INTERNAL USE ONLY**

Project Title:

File Name:

County Name:  County Number:  Received:

## 2 Roadside Sprayer Tanks and Booms

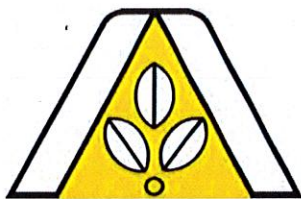
Booms for truck or tractor mount units		quote
231591	7 ft- 4 nozzle main center boom - may use for 7 or 5 or 3 ft coverage as required Mount to bumper, spray shields, parallel arms, winch height adjust and gauge wheel In cab control panel with 12VDC to battery, cable winch, tool box, spare parts	\$3,477 3477
231592	5 ft- 3 nozzle RIGHT hand wing with shield, 12v in cab winch angle adjust +/- 3C	\$1,889 1889
231593	5 ft- 3 nozzle LEFT hand wing with shield, 12v in cab angle adjust,	\$1,889
231545	bumper mount- universal when no skid- with stands and jack -adaptation req'd	\$440
231707	Nozzle body assembly- single with XR80025 tip & strainer 5 gpA@9-15mph EA	\$32
112490	Varitarget nozzle assy- allow 5- 20 mph operation -orange size EACH Nozzle parts kit specific to nozzle type and size selected above included with center	\$83 664
<b>Tanks for box and deck trucks- recommend minimum 3/4 ton</b>		\$0
Steel skid with parking stands, agitation, 2" bottom fill with valve and quick coupler, fittings, bulkh		\$0
Handrail and step to allow safer access to top of tanks, beacon mount.		\$0
231701	425 gal for 5 ft truck bed ,	\$3,540
or 231700	510 gal for 6.5 ft truck bed ,	\$3,588 3588
231695	2x60 US Gal double cone tank for 8 foot longer truck boxes and decks	\$1,221 0
231702	twin 510 gallon Tanks for 2 ton dually deck	
<b>Plumbing, pumps, and accessories</b>		
Pressure gauge(s) visible in rear view mirror, in cab control mount, quick disconnect plugs,		
Chemical eductor wand, allows chemical to be drawn from container on ground into the tanks at 2 gpm		
231675	Left hand main tank plumbing with <b>MANUAL pressure adjust</b> , 3 boom valves, in cab control panel, quiet operation	
<b>OR</b>	1 of 12VDC product pumps capable of 4 US Gal per minute at 50 psi	\$1,669 0
231677	Left hand main tank plumbing with <b>Microtrak 3405 Fil rate controller</b> , 3 boom valves with GPS speed sensor, changes pressure to maintain constant rate per acre 9-15 mph installed, operated, and precalibrated	\$3,106 3106
	upcharge to Ace Centrifugal pump w/ Honda 5 HP, 3 ball valves	\$2,935 2935
231676	Second 12 VDC pump & plumbing -right hand mount- pulls any tank, 1 boom v	\$1,178
231661	Third pump, pulls any tank--maximum output 2 end nozzles, same spec	\$353
231709	Lower end nozzle, boomless style - NOT WIND PROTECTED- suitable for weeds and shrubs to edge of a 66ft road allowance	\$163 163
231708	Upper end nozzle, boomless style - NOT WIND PROTECTED-covers higher coverage as above but includes shut off valve	\$267 267
112852	Boom Shut off valves with hose & clamps installed for special applications	\$132 \$132
	Boom shut off valves ball not solenoid	\$325 \$975
231685	Premium hand wand, adjustable 5-15 ft fog- up to 40 ft stream pattern 100 ft rubber hose on hand crank reel, center reel mount	\$1,282 1282
231686	Premium hand wand KIT , as above with 12VDC rewind	\$2,035
231681	Beacon LED Class 1, cab switch- view 360 degree, installed on top of skid Color monitor and camera to view right hand boom operation	\$171 171 \$631



Discountable Subtotal:	18,649
Freight \$4/mi	2000
Install @ AgShield	\$547 0
<b>Total:</b>	<b>\$USD 20,649</b>

Freight Ag Shield trucks 4.00 /mi  
Prices subject to change without notice

**Quality Innovative Machinery for 34 years**



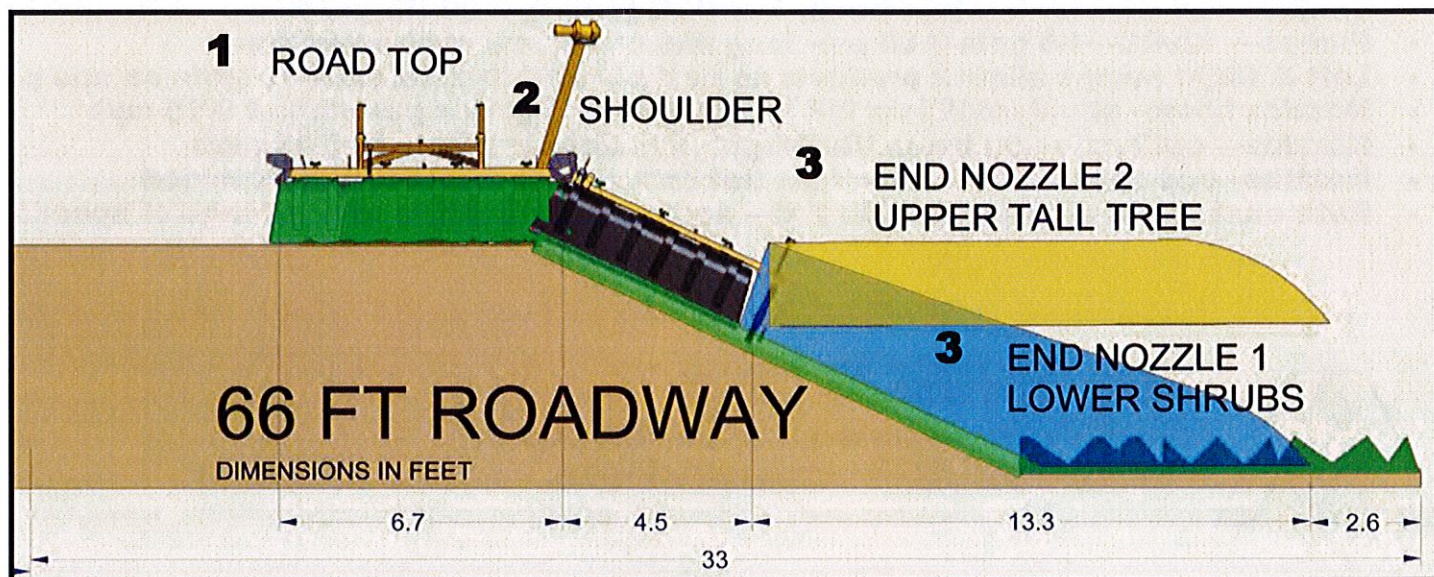
# AG SHIELD

**Road Side Sprayers— Safer Roads for Le\$\$**



**AG SHIELD Roadside Sprayers deliver herbicides without fear of off target drift.**  
Spray during 25 mph winds while driving 15 mph.

1. Control weeds on road top - eliminate 1-2 grader passes per year.
2. Control road shoulder vegetation— pull back gravel & reduce mower passes.
3. Control brush, shrubs, trees -- reduce scrub cutter and snow removal costs.

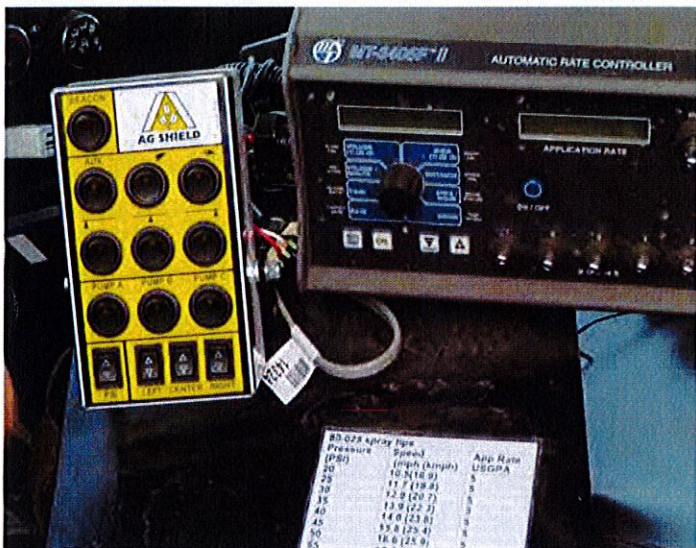




Boom break away with auto reset extends boom life, sprays more miles all day long.



Gauge wheel keeps the boom at correct height to control drift



Ag Shield integrated control for all sprayer functions, and sprayer rate controller option.



Premium hands wands— spray wide fog for covering close up weed patches & a narrow stream for

### Specifications:

- **Boom— 4 nozzle 7 ft SHIELDED center boom—3 nozzle right and/or left boom**
- **Tanks— 425 USG for 5 ft box truck, 515 USG (6.5 ft), 2-80 US gal tanks to fit all trucks**
- **Pumps— 12vDC—4-6 gpm @ 60 psi- long life, quiet, low cost operation**
- **Left & Right pumps allow 2 products to be delivered to 2 different targets on one pass**
- **Nozzles boom- standard Wilger MR 80025 deliver 5 gallon per acre at 9-15 mph**
- **Nozzles— optional— on boom Varitarget 5 gallons per acre at 5-19 mph**
- **Nozzles- end upper / lower boomless flat spray— cover 12 foot - unshielded**
- **Rate controllers- Microtrak 3400 F II— accurate application over a range of speeds**



## AG SHIELD Mfg.

Box 9, Benito, Manitoba, Canada R0L 0C0  
Phone 800-561-0132—[www.agshield.com](http://www.agshield.com)



EXHIBIT B  
Reimbursement Form

**Instructions for completing Form 841700**  
**REQUEST FOR REIMBURSEMENT OF LIVING ROADWAY TRUST FUND GRANT PROJECT COSTS**  
**AND**  
**DIRECT VENDOR OR SERVICES PAYMENTS**

**This form is for documenting eligible costs that are to be: (1) reimbursed to the grant Recipient for costs already incurred, (2) requested to be paid directly to a vendor as a direct vendor payment after the equipment has been received and checked in on the invoice as required or (3) payment for services, including direct and indirect costs, as indicated in the project agreement. Each type has a separate line for data entry.**

*Please Use the Tab key on your keyboard to scroll through and fill in all appropriate information in the shaded entry fields on the form(s).*

Claim Number: Enter the claim number. The first claim is Claim 1, the next is Claim 2 and so on.  
Check the checkbox with the computer mouse for final reimbursement when completing the final reimbursement claim.

Date: Enter the date the claim is prepared.

Enter the Iowa DOT Project Number, Grant Recipient and Project Name as they are indicated in the project agreement.

Line 1. Enter the maximum state funds payable per the Iowa DOT project agreement.

Line 2. If applicable, enter the amount of "Local Contribution" included in the total project cost. The local contribution amount is the combination of in-kind and organization funds contributed to the project.

Line 3. This is the sum of the state-fund award, the in-kind contribution and the local contribution. This field is automatically calculated.

Line 4. Enter the dollar amount of *eligible* costs requested for Reimbursement of Grant Items costs incurred by the Recipient for this claim in Column A. Enter the total cumulative dollar amount of *eligible* costs requested for Reimbursement of Grant Items costs incurred by the Recipient to date, including this claim, in Column B.

Line 5. Enter the dollar amount of *eligible* costs requested for Direct Vendor Payments for this claim in Column A. Enter the total cumulative dollar amount of *eligible* costs requested for Direct Vendor Payments to date, including this claim, in Column B. Each Direct Vendor Payment request should use a separate request form and should only include costs for a single vendor.

Line 6. This is the Subtotal dollar amount of *eligible* costs requested for Reimbursement of Grant Items costs incurred by the Recipient and costs requested for Direct Vendor Payments. This field is automatically calculated.

Line 7. Enter the dollar amount paid by the Iowa DOT for *eligible* costs requested for Reimbursement of Grant Items. This includes costs incurred by the Recipient and costs requested for Direct Vendor Payments prior to this claim.

Line 8. This is the subtotal dollar amount of this payment/final payment for Reimbursement of Grant Items costs incurred by the Recipient and costs requested for Direct Vendor Payments. This field is automatically calculated.

Line 9. Enter the dollar amount of *eligible* Indirect and Direct costs requested for Services costs for this claim in the appropriate field in Column A. Enter the total cumulative dollar amount of *eligible* Indirect and Direct costs requested for Services costs incurred by the Recipient to date, including this claim in the field in Column B.

Line 10. This is the subtotal dollar amount *eligible* for Services Costs. This field is automatically calculated.

Line 11. Enter the dollar amount paid by the Iowa DOT for *eligible* Services Costs prior to this claim.

Line 12. This is the subtotal dollar amount due this payment/final payment for Services Costs. This field is automatically calculated.

Line 13. This is the total dollar amount due for Reimbursement of Grant Items costs incurred by the Recipient, costs requested for Direct Vendor Payments and Services Costs for this claim. This field is automatically calculated.

**NOTE: Reimbursement claims must be accompanied by an original signed reimbursement claim form (841700), and copies of all invoices (with beginning and ending dates) and proof of processed payment and/or in-kind contribution documentation totaling 100% of the amount of work for which reimbursement is being requested. Direct vendor payment requests must be accompanied by a copy of the vendor invoice with the items received, circled, signature and printed name of the authorized person who received the invoiced item(s) and the date received.**

Submit an electronic version of this form and required documentation via email to [mjpingenot@speedconnect.com](mailto:mjpingenot@speedconnect.com) for review. Upon approval, mail signed original and required documentation to: Mark Pingenot, LRTF Program Assistant, 5818 28th Ave, Vinton, IA 52349-9332

**REQUEST FOR REIMBURSEMENT OF LIVING ROADWAY TRUST FUND GRANT PROJECT COSTS  
AND  
DIRECT VENDOR OR SERVICES PAYMENTS**

**\*\*\* PLEASE READ THE INSTRUCTIONS FOR COMPLETING THIS FORM BEFORE YOU PROCEED\*\*\***

**Project Information**

Claim Number:  Check for Final Reimbursement  Date:  Iowa DOT Project Number:   
 Grant Recipient:   
 Project Name:

1	Maximum State Funds payable per the Iowa DOT project agreement:	\$0.00
2	Local Contribution ( including in-kind and organization funds contributed to the project if applicable):	\$0.00
3	Total Project Cost:	\$0.00

**Grant Items for Reimbursement to the Recipient and Costs Paid Directly to Vendor**

	This Claim Amount [A]	Cumulative Claim Amount [B]
<b>Grant Items to be Reimbursed to the Recipient</b>		
4	Total dollar amount of Grant Items costs claimed:	\$0.00
<b>Grant Items to be Paid Directly to Vendor</b>		
5	Total dollar amount of Vendor invoice(s):	\$0.00
6	<b>Subtotal dollar amount eligible for Reimbursement and Direct Vendor Payments:</b>	\$0.00
7	Dollar amount paid by the Iowa DOT for these items prior to this claim:	\$0.00
8	Subtotal dollar amount due this payment/final payment for Grant Items and Direct Vendor Payments:	\$0.00

**Services Payments**

	Indirect Claim Amount [A]	Direct Claim Amount [A]	Cumulative Claim Amount [B]
<b>Services</b>			
9	Total dollar amount of Services costs claimed:	\$0.00	\$0.00
10	<b>Subtotal dollar amount eligible for Services Costs:</b>		\$0.00
11	Dollar amount paid by the Iowa DOT for Services prior to this claim:		\$0.00
12	Subtotal dollar amount due this payment/final payment for Services:		\$0.00
13	<b>Total dollar amount due for Reimbursement of Direct Vendor Payments and Services:</b>		\$0.00

**CERTIFICATION**

I hereby certify that all eligible project costs for reimbursement and direct vendor payment is requested have been completed in compliance with the project plans, specifications, project agreement, the laws of the State of Iowa and the ordinances of the CITY/COUNTY or Local Public Agency, that the items claimed for payment are proper and true and that no part of this claim has been paid by the Iowa DOT.

\_\_\_\_\_  
 Recipient Representative (Computer Entry or Printed)

\_\_\_\_\_  
 Signature Date (Computer Entry or Printed)

\_\_\_\_\_  
 Recipient Representative Signature (Sign in Ink)

\_\_\_\_\_  
 Recipient Representative Title (Computer Entry or Printed)

**Make Check Payable to:**

\_\_\_\_\_  
 Grant Recipient or Designated Vendor (Computer Entry or Printed)

\_\_\_\_\_  
 Mailing Address (Computer Entry or Printed)

Submit an electronic version of this form and required documentation via email to [mjpingenot@speedconnect.com](mailto:mjpingenot@speedconnect.com) for review. Upon approval, mail signed original and required documentation to: Mark Pingnot, LRTF Program Assistant, 5818 28th Ave, Vinton, IA 52349-9332

FOR INTERNAL USE ONLY	INITIALS	DATE
IDOT Approval		
IDOT Approval		

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES  
THAT THIS RESOLUTION HAS BEEN FORMALLY  
APPROVED BY THE BOARD OF SUPERVISORS ON  
\_\_\_\_\_  
DATE  
\_\_\_\_\_  
SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

September 19, 2019

APPROVAL OF ACCEPTANCE FOR A LIVING ROADWAY TRUST FUND GRANT

**BE IT RESOLVED BY** the Scott County Board of Supervisors as follows:

- Section 1. That Scott County accepts the Project Development Agreement to  
With the Living Roadway Trust Fund to be used for the purchase of  
an Ag Shield Roadside Sprayer.
- Section 2. The County Engineer is authorized to sign the approved Project  
Development Agreement on behalf of the Board.
- Section 3. This resolution shall take effect immediately.