AGENDA

Wednesday, June 10, 2015
10:00 A.M.
Formal Board Room
Jean Oxley Public Service Center
935 Second Street SW, Cedar Rapids, Iowa

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT: 5 Minute Limit
This comment period is for the public to address topics on today’s agenda.

Consent Agenda

Authorize Chair signature on two Request for Approval of New Position documents for 2 temporary interns for the Department of Planning & Development.

Authorize Chair signature on letters to temporary employment agencies concerning the provision of temporary employees to Linn County, Iowa, its county departments and elected officials.

Authorize approval of FY16 Historic Preservation Grant funding as follows:
- Alburnett Community Historical Society - $2,750.00
- Center Point Community Historical Society - $1,124.00
- Central City Historical Society - $5,500.00 (Brown Farm)
- Central City Historical Society - $4,000.00 (Clegg Library Museum)
- Coggon Area Betterment Association - $3,000.00
- Coggon Historical Society - $2,966.00
- Genealogical Society of Linn County - $3,360.00
- Marion Historical Society - $3,600.00 (Marion Heritage Center)
- Ushers Ferry Historic Village - $2,500.00

REPORTS

Receive and place on file Linn County Outstanding Payroll Warrant Report Submitted by Linn County Auditor’s Office where warrants have been voided and reissued.

RESOLUTIONS

Approve and authorize chair to sign a Resolution Conveying Whatever Interest Linn County May Have in Certain Real Estate to the State of Iowa by Quit Claim Deed and Authorizing the Execution of Said Deed in relation to land adjacent to Morgan Creek Park and the Iowa Highway 100 extension project.

Approve and authorize chair to sign a Resolution Approving a Quit Claim Deed Conveying Whatever Interest Linn County May Have in Certain Real Estate to the State of Iowa in relation to land adjacent to Morgan Creek Park and the Iowa Highway 100 extension project.
CONTRACTS AND AGREEMENTS

Authorize Chair to sign Release of Mortgage of November 30, 2012, made and executed by the East Central Iowa Council of Governments, in association with Linn County's Single Family New Construction Grant, regarding property commonly known as 2155 Westminster Circle, Coralville, Iowa.

Authorize Chair signature on Linn County, Iowa, and Agency Agreement between Linn County and Waypoint Services/Domestic Violence Program and Shelter to provide funded services in the amount of $31,658 for FY16.

Authorize Chair signature on Linn County, Iowa, and Agency Agreement between Linn County and Aging Services to provide funded services in the amount of $21,000 for FY16.

Authorize Chair signature on Linn County, Iowa, and Agency Agreement between Linn County and Dental Health Center of East Central Iowa to provide funded services in the amount of $11,937 for FY16.

Authorize Chair signature on Linn County, Iowa, and Agency Agreement between Linn County and Eastern Iowa Health Center to provide funded services in the amount of $21,000 for FY16.

Authorize Chair signature on Linn County, Iowa, and Agency Agreement between Linn County and Hawkeye Area Community Action Program (HACAP) to provide funded services in the amount of $29,564 for FY16.

Authorize Chair signature on Linn County, Iowa, and Agency Agreement between Linn County and Horizons to provide funded services in the amount of $83,415 for FY16.

Authorize Chair signature on Linn County, Iowa, and Agency Agreement between Linn County and S.A.N.S.I. to provide funded services in the amount of $7,892 for FY16.

Authorize Chair signature on Linn County, Iowa, and Agency Agreement between Linn County and Southeast Linn Community Center to provide funded services in the amount of $5,028 for FY16.

Authorize Chair signature on Linn County, Iowa, and Agency Agreement between Linn County and Unity Point At Home – Home Care to provide funded services in the amount of $52,765 for FY16.

Authorize Chair signature on Linn County, Iowa, and Agency Agreement between Linn County and Unity Point At Home – Home Care to provide funded services in the amount of $26,383 for FY16.

Approve and authorize chair to sign a consulting contract with L&L Murphy Associates and Grant Consulting, LLC in the amount of $60,000.00 for consulting and advisory services for the period of July 1, 2015, through June 30, 2016.

Approve and authorize chair to sign an Assignment of Development Agreement with Mott LLC retroactive to May 27, 2015.

Approve and authorize Supervisor Linda Langston to sign a Federal Wage Rate Certification for a TIGER discretionary grant application for a US Highway 30/218 and Iowa Highway 100 extension interchange modification retroactive to June 4, 2015.

Authorize Chair to sign purchase order #5250 for $14,754.81 to Insight Public Sector for Microsoft Core CAL and Office Professional Plus licenses for IT.
LICENSES & PERMITS

Approve Class C Beer Permit for the Troy Store in Troy Mills, noting all fees have been paid.

Regular Agenda

APPROVE CONSENT AGENDA

APPROVE MINUTES

Second consideration on proposed amendments to Linn County Fire Regulations.
Second consideration on proposed amendments to Linn County Mechanical Regulations.
Second consideration on proposed amendments to Linn County Construction Regulations.
Second consideration on proposed amendments to Linn County Plumbing Regulations.
Discuss request for support for Calhoun County and two other counties regarding Des Moines Water Works lawsuit.

REPORTS -- LIAISON ASSIGNMENTS & COMMITTEE MEETINGS

LEGISLATIVE UPDATE

APPROVE CLAIMS

PUBLIC COMMENT: 5 Minute Limit
This is an opportunity for the public to address the Board on any subject pertaining to Board business.

CORRESPONDENCE

APPOINTMENTS

ADJOURNMENT
REQUEST FOR APPROVAL OF NEW POSITION

POSITION INFORMATION:
☐ ADDITION (NEW JOB CLASSIFICATION) ☑ ADDITION (EXISTING JOB CLASSIFICATION)

JOB TITLE/CLASSIFICATION: Intern
GRADE: 

DEPARTMENT: Planning & Development
LOCATION: PSC Bldg

SHIFT/HOURS: Tu-Fri 8-5
STARTING SALARY: $12.50 an hr

POSITION TYPE:
☐ FULL-TIME ☐ PART-TIME ☑ TEMPORARY* ☐ ON-CALL/SUBSTITUTE
☐ BARGAINING UNIT ☐ NON-BARGAINING UNIT
*Temporary employees limited to 75 work days per contract

FLSA STATUS: ☐ EXEMPT ☐ SALARIED (OT ELIGIBLE) ☐ NON-EXEMPT (HOURLY)

POSITION DETAILS:
REASON TO ADD POSITION: work on Planning projects with staff

METHOD TO FILL POSITION: ☐ ADVERTISEMENT ☐ TEMPORARY AGENCY ☑ STUDENT INTERN

SUMMARIZE POSITION OBJECTIVE (ATTACH JOB DESCRIPTION): work on planning projects with staff members, that we would otherwise not be able to achieve without additional help. Currently they will be working on livestock ordinance is residential areas and amendments to the UDC concerning Solar Arrays.

POSITION FUNDING SOURCE(S): Previously the LUP under the board, which has been moved to our budget. __________

FINANCE/BUDGET DIRECTOR COMMENTS: ________________________________

__________________________________________

HR DIRECTOR COMMENTS: ________________________________

__________________________________________

REQUESTED BY: Deke Woodson
DATE: 5-22-15
DEPARTMENT HEAD SIGNATURE: designate

APPROVED BY: Dr. Powell
DATE: 5-27-15
HUMAN RESOURCES DIRECTOR

APPROVED BY: Tom Andrews
DATE: 5-29-15
FINANCE/BUDGET DIRECTOR

Chairperson, Board of Supervisors

For Human Resources Use Only
☐ Internal bid ☐ External hire ☐ Temporary agency hire
Date Advertised _________ Date Position Filled _________ Candidate Selected: __________________

5/26/2015
HUMAN RESOURCES
REQUEST FOR APPROVAL OF NEW POSITION

POSITION INFORMATION:
☐ ADDITION (NEW JOB CLASSIFICATION)  ☒ ADDITION (EXISTING JOB CLASSIFICATION)

JOB TITLE/CLASSIFICATION: Intern
GRADE:

DEPARTMENT: Planning & Development
LOCATION: PSC Bldg

SHIFT/HOURS: M-Thurs 8-5
STARTING SALARY: $12.50 an hr

POSITION TYPE:
☐ FULL-TIME  ☐ PART-TIME  ☒ TEMPORARY*  ☐ ON-CALL/SUBSTITUTE

☐ BARGAINING UNIT  ☐ NON-BARGAINING UNIT  *Temporary employees limited to 75 work days per contract

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POSITION FUNDING SOURCE(S): Previously the LUP under the board, which has been moved to our budget.

FINANCE/BUDGET DIRECTOR COMMENTS:

HR DIRECTOR COMMENTS:

REQUESTED BY: [Signature]  DATE: 5-22-15

APPROVED BY: [Signature]  DATE: 5-27-15

APPROVED BY: [Signature]  DATE:

CHAIRPERSON, BOARD OF SUPERVISORS

For Human Resources Use Only  ☐ Internal bid  ☐ External hire  ☐ Temporary agency hire
Date Advertised  Date Position Filled  Candidate Selected:
<table>
<thead>
<tr>
<th>APPLICANT</th>
<th>PROJECT</th>
<th>REQUESTED</th>
<th>RECOMMENDED BY COMMISSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alburnett Community Historical Society</td>
<td>Rockford Building Replace Ceiling, Walls and Electrical in Dry Goods Room</td>
<td>$16,000.00</td>
<td>$2,750.00</td>
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<tr>
<td>Center Point Community Historical Society</td>
<td>Depot Museum Room Darkening Window Shades for Middle Room</td>
<td>$1,145.00</td>
<td>$1,124.00</td>
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<tr>
<td>Central City Historical Society Brown Farm Farmhouse</td>
<td>Brown Farm Farmhouse Roof Repair</td>
<td>$6,000.00</td>
<td>$5,500.00</td>
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<tr>
<td>Central City Historical Society Clegg Library Museum</td>
<td>Clegg Library Museum Repair Tuckpointing and Closing of Old Windows</td>
<td>$6,000.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Coggon Area Betterment Association</td>
<td>Nomination of Coggon Center to National Register of Historic Places</td>
<td>$4,000.00</td>
<td>$3,000.00</td>
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<tr>
<td>Coggon Historical Society</td>
<td>Clemons House Work/Storeroom Shingles, Door and Siding Replacement</td>
<td>$2,966.00</td>
<td>$2,966.00</td>
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<tr>
<td>Genealogical Society of Linn County</td>
<td>Map and Photo Storage Project</td>
<td>$4,545.00</td>
<td>$3,360.00</td>
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<tr>
<td>Marion Heritage Center &amp; Museum</td>
<td>Marion Heritage Center Painting &amp; Preservation Project</td>
<td>$5,600.00</td>
<td>$3,600.00</td>
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<tr>
<td>National Czech &amp; Slovak Museum &amp; Library</td>
<td>Proper Preservation of Collections</td>
<td>$1,240.00</td>
<td>-</td>
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<tr>
<td>Ushers Ferry Historic Village</td>
<td>Blacksmith Shop Roof</td>
<td>$3,916.00</td>
<td>$2,500.00</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$51,412.00</strong></td>
<td><strong>$28,800.00</strong></td>
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</table>
RESOLUTION NO. 2015 - 5 -

A RESOLUTION CONVEYING WHATEVER INTEREST LINN COUNTY MAY HAVE IN CERTAIN REAL ESTATE TO THE STATE OF IOWA BY QUIT CLAIM DEED AND AUTHORIZING THE EXECUTION OF SAID DEED

WHEREAS, the Board of Supervisors, Linn County, Iowa, is empowered under §333.361, Code of Iowa, to dispose of the interest of Linn County, in real property; and,

WHEREAS, Linn County, Iowa, is title holder to real property legally described as:

A parcel of land within Parcel B, Plat of Survey #253 as recorded in Book 3115, Page 37 of the records of the Linn County, Iowa, Recorder on October 7, 1994, being a part of the Southwest Quarter (SW 1/4) of Section Twenty-two (22), Township Eighty-three (83) North, Range Eight (8) West of the 5th Principal Meridian, Linn County, Iowa, said parcel being shown on Acquisition Plat Exhibit “A” (Sheet 1 of 1) attached hereto and by reference made a part hereof, more particularly described as follows:

Beginning at the southwest corner of said Southwest Quarter (SW 1/4) thence North 00°58'32" West (North 00°00'00" West-Record) along the west line of said Southwest Quarter (SW 1/4) a distance of 103.29 feet; thence South 88°11'07" East, 238.94 feet; thence South 00°33'07" East, 93.43 feet to the south line of said Southwest Quarter (SW 1/4); thence South 89°27'00" West (North 89°34'46" West-Record) along said south line 237.97 feet to the Point of Beginning, containing 0.54 acres, more or less, including 0.28 acres, more or less, within existing right-of-way.

Basis of Bearing: the west line of the Southwest Quarter (SW 1/4) of said Section 22 is assumed to bear North 00°58'32" West (North 00°00'00" West-Record).

AND

All rights of direct access between “E” Avenue NW and grantor’s remaining property abutting thereon in the SW 1/4 of the SW 1/4 of Section 22, Township 83 North, Range 8, West of the 5th P.M., Linn County, Iowa, from Sta. 2576+63+/= Property Line to Sta. 2579+01+/- Property Line, on the North side.

;and,

WHEREAS, the State of Iowa desires to obtain whatever interest Linn County, Iowa, may have in the above described real property; and,

WHEREAS, the Board of Supervisors, Linn County, Iowa, has, pursuant to §331.361, Code of Iowa, conducted a public hearing upon the proposal to convey by quit claim deed whatever interest Linn County, Iowa, may have in the above described real property.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, this date met in lawful session that whatever interest Linn County, Iowa, may have in the above described real property shall be conveyed to the State of Iowa by quit claim deed.

BE IT FURTHER RESOLVED that the Chairperson of the Board of Supervisors, Linn County, Iowa, is hereby authorized to execute said quit claim deed conveying whatever interest Linn County, Iowa, may have in the above described real property to the State of Iowa.
Resolved this 27th day of May, 2015, at Cedar Rapids, Iowa.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Chairperson

ATTEST:

Vice Chairperson

Linn County Auditor

Supervisor

Supervisor

Supervisor

STATE OF IOWA  
COUNTY OF LINN  

I, ___________________________ , County Auditor of Linn County, Iowa, hereby certify that at a regular meeting of the said Board, the foregoing resolution was duly adopted by a vote of ______ yea, _______ nay, and ______ abstained from voting.

Linn County Auditor

Subscribed and sworn to me this ______ day of ___________, 2015.

Notary Public, State of Iowa
RESOLUTION NO. 2015 - 5 -  

A RESOLUTION APPROVING A QUIT CLAIM DEED CONVEYING WHATEVER INTEREST LINN COUNTY MAY HAVE IN CERTAIN REAL ESTATE TO THE STATE OF IOWA

WHEREAS, there is presented to the Board of Supervisors, Linn County, Iowa, for its approval, a quit claim deed executed and acknowledged by Linda Langston, Chairperson of Linn County Board of Supervisors and Joel Miller, Linn County Auditor, conveying the interests of Linn County, Iowa, to the State of Iowa; and,

WHEREAS, said deed conveys the following real property legally described as:

A parcel of land within Parcel B, Plat of Survey #253 as recorded in Book 3115, Page 37 of the records of the Linn County, Iowa, Recorder on October 7, 1994, being a part of the Southwest Quarter (SW 1/4) of Section Twenty-two (22), Township Eighty-three (83) North, Range Eight (8) West of the 5th Principal Meridian, Linn County, Iowa, said parcel being shown on Acquisition Plat Exhibit “A” (Sheet 1 of 1) attached hereto and by reference made a part hereof, more particularly described as follows:

Beginning at the southwest corner of said Southwest Quarter (SW 1/4) thence North 00°58'32" West (North 00°00'00" West-Record) along the west line of said Southwest Quarter (SW 1/4) a distance of 103.29 feet; thence South 88°11'07" East, 238.94 feet; thence South 00°33'07" East, 93.43 feet to the south line of said Southwest Quarter (SW 1/4); thence South 89°27'00" West (North 89°34'46" West-Record) along said south line 237.97 feet to the Point of Beginning, containing 0.54 acres, more or less, including 0.28 acres, more or less, within existing right-of-way.

Basis of Bearing: the west line of the Southwest Quarter (SW 1/4) of said Section 22 is assumed to bear North 00°58'32" West (North 00°00'00" West-Record).

AND

All rights of direct access between “E” Avenue NW and grantor’s remaining property abutting thereon in the SW 1/4 of the SW 1/4 of Section 22, Township 83 North, Range 8, West of the 5th P.M., Linn County, Iowa, from Sta. 2576+63+/- Property Line to Sta. 2579+01+/- Property Line, on the North side.

;and,

WHEREAS, said deed was executed by Linda Langston, Chairperson of Linn County Board of Supervisors and Joel Miller, Linn County Auditor, pursuant to Resolution 2015-5-____________ adopted by the Linn County Board of Supervisors on the 27th day of May, 2015.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, this date met in lawful session that the above described quit claim deed, dated the 27th day of May, 2015, conveying whatever interest Linn County, Iowa, may have in the above described real property to the State of Iowa, be and the same is hereby approved.

Resolved this 27th day of May, 2015, at Cedar, Rapids, Iowa.
STATE OF IOWA
COUNTY OF LINN

I, ________________________________, County Auditor of Linn County, Iowa, hereby certify that at a regular meeting of the said Board, the foregoing resolution was duly adopted by a vote of ______ yea, _______ nay, and _______ abstained from voting.

________________________________
Linn County Auditor

Subscribed and sworn to me this _______ day of _____________, 2015.

________________________________
Notary Public, State of Iowa
RELEASE OF MORTGAGE

Know All People by These Presents: That the undersigned, the previous Owner Shawn Furhman of the Mortgage hereinafter described, do hereby acknowledge that a certain Mortgage bearing date of the 30th day of November, 2012, made and executed by the East Central Iowa Council of Governments, in association with the Linn County's Single Family New Construction Grant, for the following described property in the City of Coralville, County of Johnson, State of Iowa.

LEGAL DESCRIPTION:

Unit 38, Westminster Circle Condominiums, according to the Declaration thereof recorded in Book 3706, Page 641, Records of the Recorder of Johnson County, Iowa

More commonly known as:
2155 Westminster Circle, Coralville, Iowa

SAME AS MORTGAGE.

The mortgage was made to COUNTY OF LINN, IOWA and Recorded in the records of the office of the Recorder of the County of JOHNSON, State of IOWA, Instrument Number book 5017 page 602-607 on the 4th day of December, 2012, is redeemed, paid off, satisfied and discharged in full.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Dated this 10th day of June, 2015.

COUNTY OF LINN, IOWA

By: _____________________________
Linda Langston, Chair Linn County Board

STATE OF IOWA )
 ) ss:
LINN COUNTY

On this 10th day of June, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Linda Langston, Chair of the Linn County Board of Supervisors to me personally known, who being by me duly sworn, that said instrument was signed and sealed on behalf of said authority of the bank; and that the said Chief Financial Officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

_______________
Notary

My commission expires on ____________________
L & L and GARY GRANT CONSULTING CONTRACT WITH COUNTY OF LINN, IOWA

Agreement made this ____ day of June, 2015, between the County of Linn, Iowa, 935 2nd St. SW, Cedar Rapids, Iowa 52404 hereinafter referred to as “County” and L&L Murphy, Associates, whose address for purposes of this agreement is 531 6th St. NW, Oelwein, Iowa, 50662 (319-361-2834, Fax 319-283-3863) and Grant Consulting LLC, (, SE, Ste. 600, Cedar Rapids, Iowa 52401, Phone (319-721-5977 Fax (888) 564-4949), hereinafter collectively referred to as “L&L/Grant”.

WHEREAS, the County is a political subdivision of the State of Iowa and one of the several counties making up the State of Iowa, and is charged with duties, responsibilities and powers as provided for in the Constitution of the State of Iowa and the Code of Iowa, and

WHEREAS, the development of said activities will be furthered and enhanced through increased communication between the County and the General Assembly and Executive Branch of the State of Iowa, and the Congress of the United States and the Executive Branch of the United States, and

WHEREAS, L&L/Grant and the County propose to increase and improve communication between the County and the General Assembly and Executive Branch of the State of Iowa and the Congress of the United States and the Executive Branch of the United States, and through utilization of the services of L&L/Grant.

In consideration of the mutual promises set forth in this agreement, it is agreed by and between the County and L&L/Grant:

1. NATURE OF SERVICES

L&L/Grant will perform consulting and advisory services on behalf of the County. As part of L&L/Grant’s services, L&L/Grant shall make suggestions and consult with the County and perform such other services as may be from time to time required by the County. L&L/Grant shall register as lobbyists before the General Assembly and Executive Branch of Iowa, and United States Congress & Executive Branch, as prescribed by law, to communicate and advocate the interests of the County concerning such issues and matters deemed by the County to affect and be of interest to its residents. This may include, but not be limited to, advocating for passage of funding streams and statutory language, legislation that will affect the discharge of the duties, responsibilities and powers of the County and the welfare of its residents. L&L/Grant will work in conjunction with the Board of Supervisors and other elected officials of Linn County, Iowa, as well as other Linn County officers and employees as designated by the Board of Supervisors. L&L/Grant will coordinate with and report to on a designated basis with the representative of the County, as designated by the Board of Supervisors. L&L/Grant will provide ongoing consultation with both the Board of Supervisors of Linn County, Iowa, and its designee(s), as appropriate, to maximize the legislative activity to achieve the goals of this contract. L&L/Grant shall abide by the laws of the State of Iowa regarding registration, reporting, and disclosure requirements for individuals lobbying the legislature for compensation. L&L/Grant assumes responsibility for timely filing of all appropriate information for L&L/Grant, as the lobbying firm, and the County, as the client.
L&L/Grant will specifically assist the County in maintaining and expanding the Urban County Coalition and will coordinate the activity of said organization.

L&L/Grant will also provide, in conjunction with the designated board members and staff, coordination and monitoring services of federal legislation of interest to the County and when appropriate, coordinate activities with federal lobbying firms as directed by the County.

2. **TIME DEVOTED TO THE PROJECT**

In the performance of the services required by this Agreement, the services and hours L&L/Grant is to provide on any given day will be entirely within L&L/Grant’s control and the County will rely upon L&L/Grant to devote such time, or subcontract with appropriate services, as is reasonably necessary to fulfill the spirit and purpose of this Agreement. The parties to this Agreement anticipate its term to be twelve months in duration with annual renewal in the first quarter of each succeeding fiscal year.

3. **PAYMENT**

The County will pay L&L Murphy Consulting a total of Thirty Thousand Dollars ($30,000) and Gary Grant Consulting a total of Thirty Thousand Dollars ($30,000) in monthly installments upon submission of a voucher by L&L on behalf of L&L and Gary Grant Consulting. Said payments include payment for Linn County’s participation in the Urban County Coalition.

4. **DURATION**

This Agreement shall be in effect for twelve (12) months from July 1, 2015 through June 30, 2016, with annual renewal occurring in the first quarter of the next fiscal year if agreed upon by the County and L&L/Grant.

**STATUS OF CONSULTANT**

This Agreement calls for the performance of services of L&L/Grant as independent contractors and L&L/Grant will not be considered employees of the County for any purpose. As independent consultants, L&L/Grant will advise the County of clients that may pose a conflict of interest with the interest of this county.

5. **WARRANTY AND INDEMNIFICATION**

L&L/Grant represents and warrants that it is competent to perform the services specified in this Agreement. L&L/Grant agrees to defend, hold harmless and indemnify the County from any actions, claims, lawsuits, costs, or expenses (including attorneys fees) arising out of work performed, or to be performed, by L&L/Grant pursuant to this agreement.

6. **GOVERNING LAW**

The parties agree that this Agreement shall be construed in accordance with the laws of the State of Iowa.
COUNTY OF LINN, IOWA

BY: ______________________
    Chairperson
    Board of Supervisors

Date: _______________________
ASSIGNMENT OF DEVELOPMENT AGREEMENT

This Assignment of Development Agreement (the "Assignment") is entered into by and between MOTT LLC, (the "Assignee") an Iowa limited liability company and Hobart Historic Restoration, LLC (the "Developer"), an Iowa limited liability company and consented to by the County of Linn, Iowa (the "County").

RECITAL

WHEREAS, The Developer and the County are parties to that certain Development Agreement last dated February 14, 2015 respecting the purchase and sale of real estate described as 42-7th Avenue SW, 545 Valor Way SW, 60-7th Avenue SW and unaddressed lots between 545 Valor Way SW and 60-7th Avenue SW, all in Cedar Rapids, Iowa.

WHEREAS, the Developer desires to assign all its right, title, interest and obligations in and to the Development Agreement to Assignee and Assignee hereby assumes the same.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Assignment and Assumption, Developer hereby assigns all its right, title, interest and obligations in and to the Development Agreement to Assignee and Assignee hereby assumes the same.

MOTT LLC

By: Beverly J. Hobart
Its: Manager

HOBART HISTORIC RESTORATION, LLC

By: Beverly J. Hobart
Its: Manager

[NO FURTHER TEXT ON THIS PAGE]
CONSENT:

IN WITNESS WHEREOF, the County has caused this Assignment to be duly executed in its name and by the Chairpersons of the Linn County Board of Supervisors and its seal to be hereunto duly affixed and attested by its Linn County Auditor, and the Developer has caused this Agreement to be duly executed in its name and behalf by its President, all on or as of the day first written above.

LINN COUNTY, IOWA

Linda Langston
Chairperson of the Linn County Board
of Supervisors

5/27/15

ATTEST:

By: Joel D. Miller
Linn County Auditor

Rebecca Shoop, Deputy
VI. FEDERAL WAGE RATE CERTIFICATION

Federal Wage Rate Requirement

I, Linda Langston, Chair, Linn County Board of Supervisors, Linn County, Iowa, hereby certify that the TIGER Grant funded project will comply with the requirements of subchapter IV of chapter 31 of title 40, United States Code (Federal wage rate requirements) as required by the Recovery Act.

Linda Langston, Chair, Linn County Board of Supervisors
Linn County, Iowa

June 4, 2015
Date