LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA
Wednesday, February 19, 2020
10 a.m.
Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA

Call to Order
Pledge of Allegiance

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

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

Approve and authorize Chair to sign a Vacancy Form requesting a Planning Intern for the Planning and Development Department.

Approve and authorize Chair to sign a Vacancy Form requesting a Network Security Analyst Server Associate for the IT Department.

Reports
Resolutions
Resolution to approve a Residential Parcel Split for Biderman Acres First Addition, Case JPS19-0023.

Resolution to approve a Land Preservation Parcel Split for Biderman Acres Second Addition, Case JLPS19-0005.

Resolution to establish prices for dust palliative and surface treatments applied by and through the Linn County Secondary Road Department during 2020.

Resolution to approve a 28E Agreement with the City of Alburnett for Building Services.

Contract and Agreements
Approve and authorize Chair to sign purchase order to Diamond Vogel Paint in the amount of $26,193.75 for traffic paint (purchased off a DOT contract).

Award bid, approve and authorize Chair to sign purchase order for liquid asphalt products to Bituminous Materials & Supply in the amount of $361,000.00.

Approve and authorize Chair to sign contract for Calcium Chloride to Binns and Stevens in the amount of $409,500.00.
Approve and authorize Chair to sign contracts for dust control quarry materials at the following shop locations:

- Alice Shop to Wendling Quarries, Inc. in the amount of $4,050.00.
- Drexler Shop to Weber Stone Company in the amount of $1,850.00.
- Main Shop to Weber Stone Company in the amount of $38,000.00.
- Morgan Creek Shop to Crawford Quarry in the amount of $6,160.00.
- Mount Vernon Shop to Martin Marietta Aggregates in the amount of $18,200.00.
- Toddville Shop to Wendling Quarries, Inc. in the amount of $16,200.00.

Award bid and authorize Chair to sign purchase order for Corrugated Metal Pipe (CMP) Round Culvert to Contech Engineered Solutions in the amount of $40,980.00.

Approve and authorize Chair to sign a new Loan Agreement With Security between Troy Mills Area Housing Development and Linn County in the amount of $12,800.00 effective September 1, 2020

Approve and authorize Chair to sign a Satisfaction of Loan Agreement; Linn County, Iowa as the holder of the Loan Agreement with Security dated January 31, 2012 with Troy Mills Area Housing Development Corporation.

Authorize the recording of the Promissory Note from Troy Mills Area Housing Development Corporation in the amount of $12,800

Approve and authorize Chair to sign a contract between Monawar Studios and Linn County Board of Supervisors for video production services in the amount of $5,000.

Approve the payment of $29,276 to East Central Iowa Council of Governments (ECICOG) as the local match for bus numbers 268 and 269 for LIFTS.

Approve and authorize Chair to sign a 36-month lease agreement, at $197.92 per month, with Advanced Systems for a copier for the Treasurer’s Office.

Approve and authorize Chair to sign purchase order #5613 for $10,686.00 to SMG for DocuWare maintenance, support, and licenses for the IT Department.

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes
Discuss and decide on meeting minutes.

Third and final consideration of Ordinance Amendment, Rezoning case JR19-0003, request by Michael Biderman, owner, to rezone 18.32 acres located at 839 Upper Palisades Lane from REC-CNR district (Recreation – Critical Natural Resources) to CNR district (Critical Natural Resources).

Set dates and times as March 3, 2020 at 6:30 p.m. and March 4, 2020 at 10:00 a.m. for public hearings for proposed Ordinance Regulating the Operation of All-Terrain Vehicles and Off-Road Vehicles in Linn County, Iowa.

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: Planning Intern

DEPARTMENT: Planning & Development

VACANCY DATE: 02/10/2020

REASON TO ADD NEW POSITION (if applicable):
☐ BUDGET OFFER
☐ GRANT FUNDING
☐ OTHER: ____________________________

POST TO INSIDE: ☐ YES ☐ NO

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

SHIFT/HOURS: 8-5

NUMBER OF POSITIONS: 1

NEW POSITION FUNDING SOURCE(S):
101-5-07-63001-1024

ADVERTISE: ☐ YES ☐ NO

APPROVED BY: ____________________________

DEPARTMENT HEAD (original signature required) 2/10/2020

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: ____________________________ STARTING SALARY: ____________________________

HR DIRECTOR COMMENTS: __________________________________________________________

FINANCE/BUDGET DIRECTOR COMMENTS: ____________________________________________

APPROVED BY: ____________________________ 2-12-2020

HUMAN RESOURCES DIRECTOR

APPROVED BY: ____________________________ 2/13/2020

FINANCE/BUDGET DIRECTOR

APPROVED BY: ____________________________

CHAIRPERSON/BOARD OF SUPERVISORS
VACANCY FORM

SELECT ONE:

☐ NEW POSITION

☐ REPLACEMENT

☑ NEW JOB CLASSIFICATION

☑ EXISTING JOB CLASSIFICATION

JOB TITLE: NETWORK SECURITY ANALYST SERVER ASSOCIATE

DEPARTMENT: I.T.

SHIFT/HOURS: TBD

VACANCY DATE: 

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if applicable):

☐ BUDGET OFFER - FY 20

☐ GRANT FUNDING

☐ OTHER: 

NEW POSITION FUNDING SOURCE(S):

Unfunded Budget Offer from FY 20:

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 ___# 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: 2/13/2020

DEPARTMENT HEAD (original signature required) DATE

______________________________________________________________________________

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _______________________________ STARTING SALARY: 

HR DIRECTOR COMMENTS: 

______________________________________________________________________________

FINANCE/BUDGET DIRECTOR COMMENTS:

______________________________________________________________________________

APPROVED BY: 2/13/2020

HUMAN RESOURCES DIRECTOR DATE

APPROVED BY: 2/14/2020

FINANCE/BUDGET DIRECTOR DATE

APPROVED BY: 

CHAIRPERSON/BOARD OF SUPERVISORS DATE
LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # ______________________

APPROVING RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of BIDERMAN ACRES FIRST ADDITION (Case # JPS19-0023) to Linn County, Iowa, containing one (1) lot, numbered lot 1 has been filed for approval, a subdivision of real estate located in the SWSE of Section 11, Township 82 North, Range 6 West of the 5th P.M., Linn County, Iowa, described as follows:

Commencing as a point of reference at the Center of said Section 11, thence N89°45'57"E along the north line of said W 1/2, SE 1/4, 474.96 feet; thence S0°42'00"E, 1347.90 feet to the Point of Beginning; thence S48° 57'40"E, 839.34 feet; thence S36°18'12"W, 240.20 feet; thence N48° 57'40"W, 637.98 feet; thence N0°42'00"W, 325.93 feet to the Point of Beginning, containing 4.06 acres.

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 October 16, 2020 as last amended on NOVEMBER 18, 2019 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT, 892-6400

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.
2. Road agreement with conditions applicable to residential parcel split cases. County Standard Specifications, Section 1.
3. E-911 address signs are required to be located at driveway entrances.
4. Entrance permits and E-911 address signs to be applied for at Linn County Secondary Road Department, 319-892-6400.

IOWA DEPARTMENT OF TRANSPORTATION

1. No conditions to be met.

LINN COUNTY PUBLIC HEALTH DEPARTMENT

1. Existing sewage disposal system must have one of the following completed: If the property ownership is being transferred and does not qualify for one of the DNR exemptions, a Time of Transfer inspection must be performed by a certified septic contractor. The report must be submitted to this department. If the property is not transferring ownership, the septic must be reviewed by Linn County Public Health for compliance with Linn County Code of Ordinances Chapter 10, Article VI Private Sewage Disposal Systems.
2. Existing house must be reviewed by Linn County Public Health for compliance with Linn County Code of Ordinances Chapter 105, Article VI Property Maintenance Regulations. If applicable, correction of certain deficiencies may require permits, inspections and final approval from the Building Division of Linn County Planning & Development.
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. Clarify plans to address potential wetland area with NRCS.

LINN COUNTY CONSERVATION DEPARTMENT
1. No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT
1. No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT – ZONING DIVISION
1. Residential Parcel Split case JPS19-0023 must be recorded prior to related Land Preservation Parcel Split case JLP19-0005.
2. All side and rear yard setbacks must be met for all structures involved in this proposal.
3. Various revisions to the site plan and final plat.
4. 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.
5. This plat lies within the 2 mile jurisdiction of the City of Bertram, and as per the 28E Agreement between the City and the County, will require City approval or a waiver of the right to review.
6. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
7. 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.
8. 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, easements, 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
   (ix) 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 Unified Development Code.
   (x) Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
   (xi) Three (3) copies of the surveyor’s drawing
   (xii) A covenant for a secondary road assessment
9. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before **November 18, 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 Unified Development Code.
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 FEBRUARY 19, 2021 to be valid.

Passed and approved this 19TH day of FEBRUARY, 2020.

Linn County Board of Supervisors

_________________________
Chair

_________________________
Vice Chair

_________________________
Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

_________________________
Joel Miller, Linn County Auditor
Linn County Board of Supervisors
Resolution # JPS19-0023
FEBRUARY 19, 2020
Page 4 of 4

Linn County Engineer

________________________
Brad Ketels, Engineer

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 ____________________, 2020.

_______________________________
Notary Public State of Iowa
LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # ______________________

APPROVING A LAND PRESERVATION PARCEL SPLIT

WHEREAS, a Land Preservation Parcel Split of Biderman Acres Second Addition (Case # JLP19-0005) to Linn County, Iowa, containing two (2) lots, numbered lot 1 and Outlot A has been filed for approval, a subdivision of real estate located in the SWSE of Section 11, Township 82 North, Range 6 West of the 5th P.M., Linn County, Iowa have been addressed:

Commencing as a point of reference at the Center of said Section 11; thence N89°45'57"E along the north line of said W 1/2 SE 1/4, 474.96 feet; thence SOI 0°42'00"E, 234.06 feet to the south right of way line of US Highway No. 30 and the Point of Beginning; thence SE-ly along said south right of way line on an arc of 73.68 for a 3758.00-foot radius curve to the right, have a chord distance of 73.68 feet, bearing S70°54'20"E to the NW corner of Parcel A, Plat of Survey No. 741 as recorded in Book 4048, Page 497, Linn County Recorder's office; thence SOI 0°42'59"E along the west line of said Parcel A, 783.20 feet; thence S34°48'40"E along said west line, 1081.20 feet; thence SOI 0°42'03"E along said west line, 707.52 feet to the south line of said WI/2 SE 1/4; thence S89°44'27"W along said south line, 292.90 feet the NE-IY bank of the Cedar River; thence N40°56'35"W along said NE-IY bank, 612.09 feet; thence N56°42'08"W along said NE-IY bank, 352.92 feet to the south line of the North 120 rods of said Lot 1, thence N89°45'57"E along said south line of the North 120 rods, 309.50 feet; thence NOI 0°42'00"W, 306.82 feet; thence S48°57'40"E, 637.98 feet; thence N36°18'12"E, 332.37 feet; thence N48°57'40"W, 839.34 feet; thence NOI 0°42'00"W, 1113.84 feet to the Point of Beginning, containing 14.26 acres.

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 October 16, 2019 as last amended on November 18, 2019 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT, 892-6400
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.
2. Road agreement with conditions applicable to land preservation parcel split cases. County Standard Specifications, Section 1.
3. E-911 address signs are required to be located at driveway entrances.
4. Entrance permits and E-911 address signs to be applied for at Linn County Secondary Road Department, 319-892-6400.

IOWA DEPARTMENT OF TRANSPORTATION
1. No conditions to be met.

LINN COUNTY PUBLIC HEALTH DEPARTMENT
1. Existing sewage disposal system must have one of the following completed: If the property ownership is being transferred and does not qualify for one of the DNR exemptions, a Time of
2. Transfer inspection must be performed by a certified septic contractor. The report must be submitted to this department. If the property is not transferring ownership, the septic must be reviewed by Linn County Public Health for compliance with Linn County Code of Ordinances Chapter 10, Article VI Private Sewage Disposal Systems.

3. Existing house must be reviewed by Linn County Public Health for compliance with Linn County Code of Ordinances Chapter 105, Article VI Property Maintenance Regulations. If applicable, correction of certain deficiencies may require permits, inspections and final approval from the Building Division of Linn County Planning & Development.

**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. Clarify plans to address potential wetland area with NRCS.

**LINN COUNTY CONSERVATION DEPARTMENT**

1. No conditions to be met.

**LINN COUNTY EMERGENCY MANAGEMENT**

1. No conditions to be met.

**LINN COUNTY PLANNING AND DEVELOPMENT – ZONING DIVISION**

1. Residential Parcel Split case JPS19-0023 must be recorded prior to related Land Preservation Parcel Split case JLPST19-0005.

2. Cabins which are no longer in use (801, 807, 809, 819, 821, and 823 Upper Palisades Lane) shall be boarded up or demolished and any remaining electrical meters shall be removed prior to recording any related plats.

3. Cabins which remain in use (803, 805, and 811 Upper Palisades Lane) will not be granted a renewal of their leases, and the land will not be leased to any new lessees in the future. If written leases exist, copies shall be provided to Planning & Development prior to recording any related plats. Once these cabins are no longer in use, they shall be boarded up or demolished and any remaining electrical meters shall be removed.

4. All side and rear yard setbacks must be met for all structures involved in this proposal.

5. Various revisions to the site plan and final plat.

6. 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.

7. This plat lies within the 2-mile jurisdiction of the City of Bertram, and as per the 28E Agreement between the City and the County, will require City approval or a waiver of the right to review.

8. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.

9. Outlot A will require a Land Preservation Parcel Split deed restriction. As a part of the final plat, the lot will be non-buildable until brought into conformance with the Linn County UDC and will require the note: “This parcel may only be developed in accordance with all development regulations in effect at the time development is proposed” on the plat.

10. 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.

11. 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, easements, 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

(ix) 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 Unified Development Code.

(x) Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument

(xi) Three (3) copies of the surveyor's drawing

(xii) A covenant for a secondary road assessment

12. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before **NOVEMBER 18, 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 Unified Development Code.

**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 **FEBRUARY 19, 2021** to be valid.

Passed and approved this 21ST day of FEBRUARY, 2020.

Linn County Board of Supervisors

______________________________
Chair

______________________________
Vice Chair

______________________________
Supervisor
Linn County Board of Supervisors
Resolution #
JLPS19-0006
Page 4 of 4

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Engineer

Brad Ketels, Engineer

State of Iowa )
) SS
County of Linn )

I, Joel Miller, County Auditor of Linn County, Iowa, and Clerk to the Board of Supervisors, 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 ____________________, 2020.

______________________________________
Notary Public State of Iowa
RESOLUTION # ______________

ESTABLISH SURFACE TREATMENT COSTS

WHEREAS, the Board of Supervisors, Linn County, Iowa, has developed a policy regulating dust control, and

WHEREAS, the Board of Supervisors, Linn County, Iowa by that policy annually sets prices for seal coat and dust control palliatives.

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of Linn County, Iowa this date, meeting in lawful session, and upon recommendation of the Linn County Engineer, does hereby establish the following prices for dust palliative and road surface treatments applied by and through the Linn County Secondary Road Department as listed below:

1. Calcium Chloride (0.70 gal./ft)  $0.75 per foot
2. MC-70 (0.25 gal./sq. yd.)  $3.00 per foot
3. MC-3000 Single Seal – 1st seal (0.30 gal./sq. yd.)  $6.50 per foot
4. MC-3000 Single Seal - 2nd seal (additional)  $3.50 per foot
5. Paved Drive Adjustment/Replacement  $6.00 per square foot
6. Rock (10 ton minimum)  $15.00 per ton

These prices shall remain in effect for the 2019 calendar year.

Moved by Supervisor __________________________ Seconded by Supervisor __________________________
that the above resolution be adopted this _____ day of ________________, 2020 by a vote of _____ aye _____ nay and _____ abstain from voting.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

____________________________   ATTEST:
Chairperson

____________________________   Linn County Auditor
Vice Chairperson

____________________________
Supervisor
LINN COUNTY RESOLUTION # ________________

Linn County and City of Alburnett Agreement for Construction Code Administration

WHEREAS, the Board of Supervisors, Linn County, Iowa, pursuant to Iowa Code Chapter 28E, proposes that Linn County enter into an agreement with the City of Alburnett, Iowa under the title Linn County and City of Alburnett Agreement for Construction Code Administration; and

WHEREAS, the purpose for such agreement is to provide for the administration of the construction codes of the City of Alburnett by Linn County in order to protect the public health, safety, and welfare; and

WHEREAS, such agreement is in the best interests of Linn County and the City of Alburnett;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors, Linn County, Iowa, that Linn County, Iowa will join pursuant to Iowa Code Chapter 28E, with the City of Alburnett, Iowa into an agreement entitled Linn County and City of Alburnett Agreement for Construction Code Administration.
Passed and approved this 19th day of February, 2020.

LINN COUNTY BOARD OF SUPERVISORS

______________________________  Ben Rogers, Chair

ATTEST:

______________________________
Joel Miller, Linn County Auditor
LINN COUNTY AND CITY OF ALBURNETT
AGREEMENT FOR CONSTRUCTION CODE ADMINISTRATION

1. TITLE.

Pursuant to Iowa Code Chapter 28E, this Agreement by and between Linn County, Iowa and the City of Alburnett, Iowa, shall be known as the Linn County and City of Alburnett Agreement for Construction Code Administration.

2. PURPOSE AND SCOPE.

2.1. Purpose of Agreement. The purpose of this Agreement is to provide for the administration and enforcement of the Construction Codes of the City of Alburnett by Linn County to protect the public health, safety and welfare. It is the intent that the same level of service shall be provided to the citizens of Alburnett as is currently provided to the citizens of the unincorporated areas of Linn County.

2.2. Scope of services. Linn County, through the Building Division of the Planning and Development Department, shall provide services to administer and enforce the Construction Codes of the City of Alburnett for all projects requiring inspections, plan review and certificates of occupancy as specified in the City’s adopted Construction Codes.

3. DEFINITIONS:

As used in this Agreement, the following terms are defined as:

Building Division: The Building Division of the Linn County Planning and Development Department.

Building Official: The Linn County Building Official who is the designated authority charged with the administration and enforcement of the Linn County Construction Codes.
City: The City of Alburnett, Iowa.

Construction Codes: The Linn County Code of Ordinances, including amendments and recodifications in effect at the time of permit application, consisting of:
- Chapter 12, Fire Prevention and Protection
- Chapter 105, Buildings and Building Regulations:
  - Article I (In General),
  - Article II (Construction Regulations),
  - Article III (Electrical Installations),
  - Article IV (Mechanical Systems),
  - Article V (Plumbing).

County: The County of Linn, Iowa.

Inspectors: The Combination Building Inspectors employed with the Linn County Building Division under the direction of the Linn County Building Official.

Permit: Permits issued in accordance with the referenced Construction Codes for work within the corporate limits of the City.

4. PROCEDURES AND FEES.

4.1. Place of application. Residents of the City shall apply for building, mechanical, electrical, and plumbing permits (“City Permits”) at Linn County Planning and Development, 935 2nd Street Southwest, Cedar Rapids, IA, in accordance with the County’s procedures and requirements. When zoning approval is required, the County shall prepare a zoning site plan for City review. Upon approval, the City shall provide the County with a copy of the approved zoning site plan and floodplain permit, as applicable.

Permits may be applied for at: https://bsaonline.com/CD_PermitAjaxApplication/ApplyForPermit?applicationGuid=89c824dc-c147-4029-88f8-8fe4a4608a5f&uid=804

4.2. Permit issuance. The County shall issue permits in accordance with its procedures and requirements. Permits will be issued upon City approval of zoning site plan and floodplain permit, and after the construction drawings have been reviewed by the Building Official or designee for compliance with the Construction Codes.

4.3. Fees. Permit and inspection fees shall be the same for City Permits as for County Permits and shall be determined in accordance with the Linn County Building Regulations Fee Schedule in effect at the time of this Agreement or as amended by Resolution of the Linn County Board of Supervisors. Fees are due and payable to Linn County Planning and Development at the time of
application. Fees for zoning, floodplain, or other permits required by the City but not covered by the Linn County Building Regulations Fee Schedule shall be paid to the County at the time of application.

City of Alburnett, sewer and water utility hook-up fees, as determined by the City and in effect at the time of application, shall be due and payable by the applicant to Linn County at the time of application. The County, acting as a fiscal agent on behalf of the City, shall remit those fees to the City on a quarterly basis. In addition, an administrative fee of $35 per transaction will be charged to the applicant. The administrative fee shall be retained by Linn County. (A combined sewer/water fee is considered as a single transaction.) Fees in effect at the time of this agreement are:

- Sewer hook-up fee (collected for new single family housing permits only): $500
- Water hook-up fee (collected for new single family housing permits only): $500

All other fees required by the City and not listed above shall be due and payable to the City of Alburnett.

4.4. *Fees for Saturday inspections.* Saturday inspection fees will be charged to the individual requesting the inspection at one-and-one-half times the hourly rate based upon the current hourly wage rate of the personnel required, plus overhead costs for fringe benefits, office administration and transportation, with a (3) hour minimum charge, subject to change based on current fee & pay grade schedule. The County reserves the right to request an increase in charges if the current rate does not fully cover the County’s costs. Saturday inspections must be requested at least 24 hours prior to the close of business on Friday.

4.5 *Construction Codes incorporated by reference.* The City hereby incorporates by reference into the Code of Ordinances of the City of Alburnett, Iowa the Construction Codes as defined in this Agreement, including future amendments and recodifications.

5. **INSPECTIONS.**

5.1. *Types of inspections.* The County shall provide inspections in accordance with the adopted Construction Codes. Inspections shall include: footings; setbacks; electrical service; gas piping; rough inspections for framing, electrical, mechanical, and plumbing work; final inspections; and all other inspections required by the Construction Codes.

5.2. *Requests for inspections.* Inspection requests shall be made by the permit applicant or an authorized representative. Requests may be made online or by telephone to the Linn County Building Division between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday. Twenty-four (24) hour notice is required prior to an inspection.

5.3. *Inspection times.* Inspections will be conducted by the County Inspectors between the approximate hours of 9:30 a.m. and 3:30 p.m., Monday through
Friday, and upon special approval upon request for a Saturday inspection. The County reserves the right to modify this inspection schedule to accommodate the Inspectors’ schedules.

6. ENFORCEMENT.

6.1. Administration of Construction Codes by County. The County shall administer and enforce the Construction Codes in accordance with the administrative provisions of the Construction Codes.

6.2. Prosecution of violations by City. The City shall prosecute violations of the Construction Codes cited by the County.

7. ZONING & FLOODPLAIN MANAGEMENT.

7.1. Zoning approval by City. The City shall enforce the City zoning ordinance. The City shall provide copies of an approved zoning site plan / zoning permit for each new building or addition that increases the building footprint, or for any change in use or occupancy of any existing building.

7.2. Setback inspection. County Inspectors shall confirm that the location of new buildings or additions meet the minimum setbacks shown on the approved site plan during the footing inspection.

7.3. Information provided by City. The City shall provide the Building Division copies of City maps or other information showing streets, addresses, zoning districts, property owners, and other pertinent information.

7.4 Enforcement of floodplain regulations by City. Enforcement of floodplain regulations shall be by the City in accordance with its adopted regulations. A copy of approved floodplain development permits, as required by the City’s floodplain regulations, shall be provided to the County.

8. RECORDS.

8.1. Records maintenance. The County shall maintain records of permits, beginning with the effective date of this Agreement, for a period of five (5) years from the issuance date.

8.2. Permit activity reports. The County shall provide twice-yearly reports to the City of Permit activity. The reports shall include the number and type of permits issued, and the valuation of the projects. Other information may be included in the reports as mutually agreed.

8.3. Open permits on effective date of Agreement. Any permit applied for prior to the effective date of this Agreement shall remain under the purview of the City and is not subject to the provisions of this Agreement. The City shall provide the County with a list of all open permits as of the effective date of this Agreement, including 1) the
permit holder’s name, 2) the permit holder’s address, and 3) description of work.

9. HOLD HARMLESS.
The City of Alburnett shall hold harmless, indemnify, and defend all claims and suits for liability against Linn County and any of its employees arising as a result of any services performed by Linn County under this Agreement.

10. APPEALS.

10.1. Appeals of determinations. The City’s Board of Adjustments shall hear appeals of decisions or determinations of the Building Official relative to the application and interpretation of the Construction Codes. Written reports and determinations. The Building Official shall provide a written report to the City Board of Adjustments in advance of the hearing; the City shall provide written findings and decisions regarding the disposition of any appeal to the Building Official.

11. DURATION OF AGREEMENT; TERMINATION

11.1. Continuation and termination of Agreement. This Agreement shall continue until terminated by either the County or the City. Either the County or the City may terminate this Agreement at any time by providing written notice at least three (3) months prior to the termination date. Written notice shall be a certified copy of a resolution by the County Board of Supervisors or the City Council.

11.2. County not obligated after termination date. The County shall not be obligated to perform inspections after the termination date for permits that are applied for or issued prior to the termination date.

11.3 Partial refund of Linn County permit and inspection fees after termination date. Upon termination, County permit and inspection fees will be refunded to the permit holder on a prorated basis as shown below:
- 100% for permit applications for which no plan review has been started and for which no permit has been issued;
- 70% for permits for which plan review has been started, or for permits that have been issued but for which no on-site inspection has been performed;
- Upon request, refunds will be issued on a pro-rated basis as determined by the Building Official for permits that have been issued and have received one or more on-site inspections, but have not been finalized.

12. EFFECTIVE DATE AND AMENDMENTS.

12.1. Approval. The City and County shall each, by appropriate resolution, approve the execution of this joint Agreement before the Agreement shall be in force. Upon approval by both parties, this Agreement supersedes any prior agreements of the parties.
12.2. *Entry into Force.* This agreement is effective upon filing with the Secretary of State.

12.3. *Amendments.* Any portion of this Agreement may be amended at any time, as mutually agreed, by Resolution of the County Board of Supervisors and Resolution of the City Council.

13. **SEVERABILITY.**

If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application and to this end the provisions of this Agreement are declared to be severable.

14. **AGREEMENT ADMINISTRATORS.**

The City’s Mayor and County’s Chair of the Board of Supervisors shall serve as joint administrators of this Agreement.

City of Alburnett, Iowa

County of Linn, Iowa

Charlie McClintock, Mayor
City of Alburnett

Ben Rogers, Chair
Linn County Board of Supervisors

Attest:

Danielle Brecht, City Clerk

Joel D. Miller, Auditor
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<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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Bituminous Material & Supply, L.P.
900 Raccoon St
Des Moines, IA 50309-5044
(P) 515-288-1078
(F) 515-288-9939
© 515-664-5031
Steve Rooney
srooney@asphalt-materials.com
Linn County Purchasing Division
Attachment A-1

CHLORIDE

Fill out and return according to the instructions and information provided in M-CHLORIDE(20) Request for Proposal.

Proposal I.D. No.                             County  Linn
Contractor’s No.                               Bid Order No.  Page No.
Project No.  M-CHLORIDE(20)                  Type of Work: Dust Control

Unit bids must be typed or shown in ink or the bid will be rejected.

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Item No.</th>
<th>Item on which bid is based</th>
<th>Item Quantities and Units</th>
<th>Unit Price</th>
<th>Amount</th>
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<td>1</td>
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<td>38% concentration Calcium Chloride applied to various roads between May 1 &amp; June 30, 2020</td>
<td>300,000' Gals.</td>
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<td>273,000.00</td>
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<td>45,500.00</td>
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CaCl2 TOTAL: 490,500

ALTERNATE – MAGNESIUM CHLORIDE

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<th>Unit Price</th>
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<td>69,500 Gals.</td>
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</table>

MgCl2 TOTAL

Company Name: Binns & Stevens
Phone: 641-672-2566 Fax: 641-673-3512
E-mail: heather@binnsandstevens.com

Signature: [Signature]
Date: February 3, 2020

*Please provide a business card
ATTACHMENT B-1
NON-COLLUSION AFFIDAVIT
LINN COUNTY, IOWA

PROJECT: M-CHLORIDE(20)

BIDDER’S ATTENTION IS DIRECTED TO THE FOLLOWING REQUIREMENT

In order to comply with the following and to enable the County to award contracts without undue delay, each contractor submitting a bid on this project shall complete the affidavit below and have it notarized.

The Board of Supervisors requires, as a condition precedent to their approval of the contract for this work, that there be filed a sworn statement executed by, or on behalf of, the person, firm, association or corporation to whom such contract is to be awarded certifying that such person, firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn to by the successful bidder before a person who is authorized by the laws of this state to administer oaths. The original of such sworn statement shall be filed County Auditor prior to the award of the contract.

AFFIDAVIT

State of Iowa
Mahaska County

I, Heather Stevens, being first duly sworn on oath do say that I am (a partner) (the owner) (the president*) of the Binns & Stevens Company, do hereby certify that the person, firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

Heather Stevens
Signature

Subscribed and sworn to before me this 3rd day of February, 2020

Jenny Barnes
Notary Public in and for the State of Iowa

*Or other corporate officer

My commission expires 11/17/2023

(appendae.doc)
ATTACHMENT C-1
HOLD HARMLESS AGREEMENT
M-CHLORIDE(20)

The Contractor shall indemnify and hold the Owner harmless from any and all
claims, liability, damages, loss, cost and expense of every type whatsoever including,
without limitation, attorneys' fees and expenses, arising out of, or resulting from, the
Contractor's operations under this Contract. Provided, however, that the Contractor need
not indemnify and hold harmless the Owner from damages resulting from or apportioned
to the negligence of the Owner. The insurance coverage specified in this Contract
constitutes the minimum requirements and these requirements do not lessen or limit the
liability of the Contractor. The Contractor shall maintain, at its own expense, any
additional kinds and amounts of insurance that it may deem necessary under this
Contract.

Dated this 3rd day of February, 2020.

Binns & Stevens
Name of Contractor

By: [Signature]
Authorized Signature

President
Title
ATTACHMENT D-1
CERTIFICATION OF NONSEGREGATED FACILITIES

BIDDER’S ATTENTION IS DIRECTED TO THE FOLLOWING REQUIREMENT

In order to comply with the following and to enable the County to award contracts without undue delay, each contractor submitting a bid on this project shall complete the document below and submit it with their bid.

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder certified that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity Clause in any contract resulting from acceptance of this Bid. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, disability or national origin, because of habit, local custom or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000, which are not exempt from the provisions of the Equal Opportunity Clause and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001

Date: February 3, 2020

Binns & Stevens
Name of Bidder

Heather Stevens
By

President
Title

Official Address (including ZIP Code)

PO Box 1005/1503 17th Avenue East

Oskaloosa, IA 52577
Type of Work: Dust Control

System: Secondary Roads

Location and Description

Various locations on secondary road system

Proposal of  Binns & Stevens

Name of Bidder

1503 17th Avenue East  Oskaloosa  IA  52577
Street Address  City  State  Zip Code

The bidder hereby certifies that no other principal is involved in or has an interest in this proposal; that the bidder has thoroughly examined the plans (reference recent map of Linn County) and specifications and this contract form and is aware of the special provisions contained herein; that the bidder understands that the quantities of work required by the plans and specifications are approximate only and are subject to increases and decreases; that the bidder understands that all quantities of work actually required must be performed and that payment therefore shall be at the unit prices stipulated herein; that the bidder proposes to timely furnish the specified materials in the quantities required and to furnish the machinery, equipment, labor and expertise necessary to competently complete this project by the time specified; that no state or county official or employee has a direct or indirect interest in the contract which would cause violation of Section 314.2 Code of Iowa, that the bidder has made no agreement with any supplier of motor fuel which will result in a violation of Section 324.17(8) Code of Iowa,

If this bid is accepted, Bidder agrees: to perform all "extra work" required to complete the project at unit prices or lump sums to be agreed upon in writing prior to commencement of such "extra work" or, if prior agreement cannot be reached, to perform the work on a "force-account basis" as provided in the specifications; to execute the formal contract within thirty days of the date of approval for award or to forfeit the proposal guaranty furnished herewith; to begin work in accordance with the contract documents and to either complete the work within the contract period or pay liquidated damages, which shall accrue at the daily rate specified below, for each additional working day the work remains uncompleted; and to furnish a performance bond in an amount equal to the contract award as security for the full and complete performance of the contract in accordance with the plans and specifications.

Enclosed herewith is a certified check, credit union share draft, Cashier's check, bank draft on a solvent bank or a bid bond in the penal sum shown in the contract document as a proposal guaranty. It is understood by bidder that the said guaranty document shall be retained by the Iowa Department of Transportation as a forfeiture in the event the formal contract is not executed or performance bond is not furnished if the award is made to the undersigned.

By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the state of Iowa where applicable.

LETTER DATE: Friday, 2/7/20
at 9:00 a.m. at the
Purchasing Director's Office
Linn County Public Service Center
935 2nd Street S.W., Cedar Rapids, Iowa 52404

Signatures are to be by authorized agent; if joint venture, each should sign

Signed
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cottingham & Butler
Nick Kohlhofer
800 Main St.
Dubuque IA 5201

CONTACT NAME:

PHONE [A/C No. Ext]: 563-587-5000
FAX [A/C No. Ext]: 563-583-7399

ADDRESS:

INSURER(S) AFFORDING COVERAGE

INSURER A: Western National Mutual Insurance Company
NAIC #: 15377

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES
CERTIFICATE NUMBER: 1478991896
REVOLUTION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<th>POLICY Exp. (MM/DD/YYYY)</th>
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<td>X OCCUR</td>
<td>X EXCESS LIABILITY</td>
<td>X CLAIMS-MADE</td>
<td>UMB 1011287 07</td>
<td>1/8/2020</td>
<td>1/8/2021</td>
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<td>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY/OWNER/EXECUTIVE OFFICER/MEMBER EXCLUDED</td>
<td>Y/N</td>
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<td>WCV 1008483 08</td>
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<td>1/8/2021</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached as more space is required)
The certificate holder is additional insured on the General Liability policy per written contract between the named insured and the certificate holder that requires such a status subject to the terms and conditions of the endorsement attached to the policy.

CERTIFICATE HOLDER
Linn County Engineers Office
1888 County Home Rd
Marion IA 52302-9753

AUTHORIZE REPRESENTATIVE

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
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<th>DISTRICT:</th>
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<td>200</td>
<td>-</td>
<td>$ -</td>
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| DISTRICT: 3 | Location: Drexler Shop | | | |
| ITEM | APPROXIMATE QUANTITY/TONS | PRICE PER TON (Price @ Gate) | HAUL PRICE PER TON | TOTAL PRICE | PRICE PER TON (Price @ Gate) | HAUL PRICE PER TON | TOTAL PRICE | PRICE PER TON (Price @ Gate) | HAUL PRICE PER TON | TOTAL PRICE | PRICE PER TON (Price @ Gate) | HAUL PRICE PER TON | TOTAL PRICE |
| 3/8" Chips | 100 | - | $ - | $ - | $ 15.00 | $ 3.00 | $ 1,850.00 | $ - | $ - | $ - | $ 16.00 | $ 4.00 | $ 2,000.00 |

| DISTRICT: 1 | Location: Main Shop - Marion | | | |
| ITEM | APPROXIMATE QUANTITY/TONS | PRICE PER TON (Price @ Gate) | HAUL PRICE PER TON | TOTAL PRICE | PRICE PER TON (Price @ Gate) | HAUL PRICE PER TON | TOTAL PRICE | PRICE PER TON (Price @ Gate) | HAUL PRICE PER TON | TOTAL PRICE | PRICE PER TON (Price @ Gate) | HAUL PRICE PER TON | TOTAL PRICE |
| 3/8" Chips | 2,000 | - | $ - | $ - | $ 15.00 | $ 4.00 | $ 38,000.00 | $ 14.95 | $ 4.60 | $ 39,100.00 | $ 16.00 | $ 4.00 | $ 39,000.00 |

| DISTRICT: 1 | Location: Morgan Creek Shop | | | |
| ITEM | APPROXIMATE QUANTITY/TONS | PRICE PER TON (Price @ Gate) | HAUL PRICE PER TON | TOTAL PRICE | PRICE PER TON (Price @ Gate) | HAUL PRICE PER TON | TOTAL PRICE | PRICE PER TON (Price @ Gate) | HAUL PRICE PER TON | TOTAL PRICE | PRICE PER TON (Price @ Gate) | HAUL PRICE PER TON | TOTAL PRICE |
| 3/8" Chips | 400 | - | - | $ 13.40 | $ 2.00 | $ 16,800.00 | $ - | $ - | $ - | $ 16.00 | $ 4.25 | $ 16,000.00 |

| DISTRICT: 2 | Location: Mount Vernon Shop | | | |
| ITEM | APPROXIMATE QUANTITY/TONS | PRICE PER TON (Price @ Gate) | HAUL PRICE PER TON | TOTAL PRICE | PRICE PER TON (Price @ Gate) | HAUL PRICE PER TON | TOTAL PRICE | PRICE PER TON (Price @ Gate) | HAUL PRICE PER TON | TOTAL PRICE | PRICE PER TON (Price @ Gate) | HAUL PRICE PER TON | TOTAL PRICE |
| 3/8" Chips | 1,000 | - | - | $ - | $ 15.00 | $ 4.50 | $ 19,500.00 | $ 14.95 | $ 3.25 | $ 18,200.00 | $ 18.00 | $ 3.25 | $ 19,250.00 |

| DISTRICT: 1 | Location: Toddville Shop | | | |
| ITEM | APPROXIMATE QUANTITY/TONS | PRICE PER TON (Price @ Gate) | HAUL PRICE PER TON | TOTAL PRICE | PRICE PER TON (Price @ Gate) | HAUL PRICE PER TON | TOTAL PRICE | PRICE PER TON (Price @ Gate) | HAUL PRICE PER TON | TOTAL PRICE | PRICE PER TON (Price @ Gate) | HAUL PRICE PER TON | TOTAL PRICE |
| 3/8" Chips | 800 | - | $ - | $ 15.00 | $ 6.00 | $ 16,800.00 | $ - | $ - | $ - | $ 16.00 | $ 4.25 | $ 16,200.00 |
## Linn County 2020
### Crossroad Culverts
#### Results

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**Grand Total**

- CONTECH E.S.: $40,980.00
- ILOWA CULVERT: $50,340.00
- METAL CULVERTS: $43,628.20
- NICP: $51,190.00
LOAN AGREEMENT WITH SECURITY

This Loan Agreement with Security (Loan Agreement) is made by Troy Mills Area Housing Development Corporation (Recipient) and Linn County, Iowa (Lender).

Recipient is indebted to Lender in the principal sum of $12,800.00, payable as provided in a certain Promissory Note dated February 12, 2020. The terms and conditions of such Promissory Note are incorporated herein by reference.

Therefore, to secure the payment of the above indebtedness, Recipient hereby mortgages and conveys to Lender all the following real estate:

All of Lots 1, 2, 3, 4; the West 88 Feet of Lot 5; and the West 88 Feet of Lot 6, all in Block 3, Original Town of Troy, Linn County, Iowa, subject nevertheless to all easements, conditions and uses of record.

Subject to all valid easements, rights of way, covenants, conditions, reservations and restrictions of record, if any.

To have and to hold the same, together with all the buildings, improvements and appurtenances belonging thereto, if any, to the Lender its successors and assigns forever.

Recipient covenants with Lender that:

1. Recipient will promptly pay the above indebtedness when due;

2. Recipient will promptly pay and discharge all real estate taxes, assessments and charges assessed upon the property when due

3. Recipient will keep the buildings and improvements on the property, if any, insured against loss by fire and other casualty with Lender named as an additional insured;
4. Recipient will neither make nor permit any waste upon the property and will maintain the property and any improvements in good repair;

5. Recipient will not remove or demolish any building or improvement on the property without the consent of Lender;

6. If Recipient shall sell, convey or transfer, voluntarily or involuntarily, all or any interest in the above property, Lender may, at its option, declare the entire indebtedness secured hereby to be immediately due and payable;

7. Lender shall be entitled to the appointment of a receiver in any action to foreclose this Loan Agreement; and

9. Recipient will warrant and defend the title to the property against the lawful claims and demands of all persons.

If any payment required under such Promissory Note is not paid when due, or if default shall be made by Recipient in the performance of any agreement, term or condition of this Loan Agreement or such Promissory Note, Lender may, at its option, declare the entire indebtedness secured hereby to be immediately due and payable and may enforce payment of such indebtedness by foreclosure of this Loan Agreement or otherwise, in the manner provided by law. Recipient shall pay all costs and expenses, including reasonable attorney's fees, incurred by Lender by reason of Recipient's default.

Provided, however, that if Recipient shall pay the above indebtedness and faithfully perform all agreements, terms and conditions of this Loan Agreement and such Promissory Note, then this Loan Agreement shall be null and void.

The rights and remedies of Lender herein are cumulative, not exclusive, and are in addition to all other rights and remedies available to Lender at law or equity. Failure of Lender to exercise any right or remedy at any time shall not be a waiver of the right to exercise any right or remedy on any future occasion.

If any provision of this Loan Agreement shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
STATE OF IOWA  )
  ) ss:
COUNTY OF LINN )

On this 12 day of February, 2020, before me Dawn Aberle, a Notary Public
in and for the State of Iowa, personally appeared Kevin R. Ward, to me personally known, and who, being
by me duly sworn, did say that he is the President of the Troy Mills Area Housing Development
Corporation; that the instrument was signed on behalf of the corporation, by authority of its Board of
Directors, and Kevin R. Ward acknowledged the execution of the instrument to be his voluntary act and
deed and the voluntary act and deed of the corporation, by it voluntarily executed.

DAWN MARIE ABERLE
COMMISSION NUMBER 186220
MY COMMISSION EXPIRES
8-21-2020

NOTARY PUBLIC
STATE OF IOWA

STATE OF IOWA  )
  ) ss:
COUNTY OF LINN )

On this ______ day of February, 2020, before me _____________________________, a Notary Public
in and for the State of Iowa, personally appeared Ben Rogers, to me personally known, and who, being by
me duly sworn, did say that he is the Chairperson of the Board of Supervisors of Linn County, Iowa; that
the instrument was signed on behalf of the corporation, by authority of its Board of Supervisors, and Ben
Rogers acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act
and deed of the corporation, by it voluntarily executed.

NOTARY PUBLIC
STATE OF IOWA
SATISFACTION OF LOAN AGREEMENT

Linn County, Iowa is the holder of a Loan Agreement With Security dated January 31, 2012 which was recorded on February 13, 2012 in the office of the Linn County Recorder and is indexed as Book 8194, Page 361. This Loan Agreement was executed by Troy Mills Area Housing Development Corporation in favor of Linn County, Iowa.

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

__________________________
Ben Rogers, Chairperson
Linn County Board of Supervisors

STATE OF IOWA  )
 ) ss:
COUNTY OF LINN  )

On this ________ day of February, 2020, before me ________________________, a Notary Public in and for the State of Iowa, personally appeared Ben Rogers, to me personally known, and who, being by me duly sworn, did say that he is the Chairperson of the Board of Supervisors of Linn County, Iowa; that the instrument was signed on behalf of the corporation, by authority of its Board of Supervisors, and Ben Rogers acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

__________________________
NOTARY PUBLIC
STATE OF IOWA
PROMISSORY NOTE

$12,800.00

February 12, 2020

FOR VALUE RECEIVED, the undersigned promises to pay to Linn County, Iowa the principal sum of TWELVE THOUSAND EIGHT HUNDRED DOLLARS ($12,800.00) to be paid as follows:

$500 per month beginning on September 1, 2020 and monthly thereafter through September 1, 2022 with a final payment of $300.00 due on October 1, 2022.

No interest shall accrue on any balance. If default be made in the payment of any installment under this Note, and if the default is not made good prior to the due date of the next installment, the entire principal sum shall at once become due and payable without notice at the option of the holder of this note. Failure to exercise this option shall not constitute a waiver of the right to declare the entire amount of this Note due and payable at once in the event of any subsequent default. If suit should be commenced for the collection of this Note the undersigned hereby agrees to pay attorney’s fees and costs of collection.

This Note is secured by a mortgage on real estate in Linn County, Iowa.

Troy Mills Area Housing Development Corporation

[Signature]

Kevin R. Ward, President
Title: State of County 2020 Video  
Agreement Date: 2/11/2020

PARTY (SENDER)  
Arsalan Monawar  
Monawar Studios LLC  
2945 24th Ave  
Marion, Iowa, 52302  
United States  
arshal@monawarstudios.com  
krystal@monawarstudios.com  
319-200-4279

PARTY  
Linn County Board of Supervisors  
Attn: Ben Rogers | Board Chair  
935 2ND St. SW  
Cedar Rapids, IA, 52404  
United States  
Ben.Rogers@linncounty.org  
319-892-5000

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby mutually agreed as follows:

TERMS:

1. Scope of Work to be Performed: Monawar Studios LLC will be producing three videos for Linn County Board of Supervisors, Board Chair, Ben Rogers. These videos will play at the State of the county on May 6th, 2020. One video will be a 3-minute introduction video that will play at the beginning of the State of The County address. This video will be a narrative piece that will embody 20-30 people who highlight different departments, areas and careers within Linn County. The 20-30 on-screen individuals will recite a script that will be written as a collaboration piece. The other two videos will be :60 seconds each that will play during the State of the County address and will set the tone for the next phase of the presentation, and work as a “break” in segments to go from one big topic/phase of the presentation to the next. These videos will be short vignette pieces that showcase two different stories that the team wants to feature. From start to finish, production will be a collaboration between Monawar Studios LLC and the team at Linn County Board of Supervisors, Board Chair, Ben Rogers. Filming will be completed in 1-2 full days of production.

2. Compensation/Investment: Linn County Board of Supervisors, Board Chair, Ben Rogers, agrees to pay Monawar Studios LLC $5,000 for all three videos listed in line item 1. Linn County Board of Supervisors, Board Chair, Ben Rogers, is tax-exempt so no Iowa Sales Tax is required. This project will be billed in two invoices, split evenly. The first invoice is to be sent in for review/processing at the time of contract signing and must be paid before any production begins. Second and final invoice will be submitted at the time of final video deliveries. Any additional project and/or future videos outside of the project listed in line item 1 will require a new contract and invoice.

3. Original Content: Monawar Studios LLC warrants that the work is original, accurate, and does not infringe on any copyright.
4. Copyright: Linn County Board of Supervisors, Board Chair, Ben Rogers, retains the copyright to the video but grants to Monawar Studios LLC the following rights: 1. Linn County Board of Supervisors, Board Chair, Ben Rogers, as a client on their business portfolio and website. 2. Uploading and publishing the final videos on the Monawar Studios LLC website and various social media channels as a means of promotion and portfolio (upon approval from Linn County Board of Supervisors, Board Chair, Ben Rogers). 3. Allowing Monawar Studios LLC to use any portion of the video in their showreel/demo reel as a means of promotion and portfolio. Lastly, Monawar Studios LLC will not give any and/or all of the RAW footage to another production company for use as their own, and/or to re-edit the video.

5. Timeline/Editing/Deliverables: Production will begin on March 1st, 2020. In collaboration with Linn County Board of Supervisors, Board Chair, Ben Rogers, Monawar Studios LLC will require 1-2 days of on location filming that will consist of interviews and b-roll footage. These video shoots will be scheduled by both parties. Monawar Studios LLC will require 3-4 weeks to complete the three videos. In that time, Linn County Board of Supervisors, Board Chair, Ben Rogers and team will receive two drafts for two full rounds of revisions. The third and final drafts of the videos will be delivered via high res download through a private dropbox folder by May 1st, 2020.

6. Choice of Law: The laws of Iowa shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

7. Entire Agreement: This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes any prior discussions or agreements between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the party to be charged.

8. Severability: If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect.

This agreement will be governed by the laws of: IOWA

MONAWAR STUDIOS LLC ACKNOWLEDGEMENT
Name: Arsalan Monawar Title: Founder & Manager Date: 2/11/2020

LINN COUNTY BOARD OF SUPERVISORS, BOARD CHAIR, BEN ROGERS ACKNOWLEDGEMENT
Name: Title: Date:
**Invoice**

**Date**: 1/31/2020  
**Invoice #**: 8814

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**Bill To**
LINN CO LIFTS  
625 31ST AVENUE SW  
CEDAR RAPIDS IA  52404

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Please remit payment within 30 days.

**Total**  
$29,276.00
Prepared by Jessie Black  
Linn County Planning & Development  
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100  
(319) 892-5130  
Return to Becky Shoop, Auditor’s Office

LINN COUNTY ORDINANCE No. — —

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF LINN COUNTY, IOWA BY REZONING AND CHANGING THE DISTRICT CLASSIFICATION OF CERTAIN PROPERTY LOCATED AT 826 & 839 UPPER PALISADES LN, IOWA FROM THE “REC-CNR” RECREATION – CRITICAL NATURAL RESOURCES DISTRICT TO THE ”CNR” CRITICAL NATURAL RESOURCES DISTRICT.

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

SECTION 1. ZONING DISTRICT CHANGED. The zoning of property located at 826 & 839 UPPER PALISADES LN, Iowa legally described as:

Lot 1 Irregular Survey of the W 1/2 SE 1/4 except the North 20 rods, and the West 35.64 feet of Lot 2 Irregular Survey NW 1/4 SE 1/4 and all of Lot 3 of the Irregular Survey of the W 1/2 SE 1/4 except the tract described as beginning at the NE corner of the NW 1/4 SE 1/4 thence West on the North line of the SE 1/4 815.1 feet thence South 1,050 feet thence SE-ly to a point 198 feet West and 661.93 feet North of the SE corner of the SW 1/4 SE 1/4 thence South 661.93 feet thence East 198 feet thence North 2,646.8 feet to the point of beginning, and the West 132 feet of Lot 4 Irregular Survey SW 1/4 SE 1/4 all in Section 11-82-6, Linn County, Iowa. Said parcel includes 18.74 acres, AND, beginning at a point 1038.45 feet south and 545.9 feet east of the center of said Section, thence north a distance of 1038.45 feet to a point 545.9 feet east of the center of said section, thence west a distance, of 26 feet, thence south a distance of 1050 feet, thence southeasterly to the point of beginning, excepting therefrom that part thereof hereto fore conveyed by grantors to the State of Iowa for road purposes.
STATE OF IOWA  
COUNTY OF LINN  

I, ________________________________, County Auditor of Linn County, Iowa, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors at a regular meeting of said Board held on ______________________, ________ and published as provided by law on ______________________, ________.

______________________________
Linn County Auditor

Subscribed and sworn to me this _____ day of ______________________, ________

______________________________
Notary Public, State of Iowa
Proposed Rezoning from REC-CNR to CNR
PUBLIC NOTICE

PUBLIC HEARINGS ON PROPOSED ORDINANCE REGULATING THE OPERATION OF ALL-TERRAIN VEHICLES AND OFF-ROAD VEHICLES IN LINN COUNTY, IOWA

Notice is hereby given that two public hearings will be held by the Linn County Board of Supervisors as follows:

- March 3, 2020 at 6:30 P.M. at the Falcon Civic Center, 137 N. 4th St., Central City, Iowa
- March 4, 2020 at 10:00 A.M. at the Linn County Public Service Center Formal Board Room, 935 Second Street SW, Cedar Rapids, Iowa.

for the purpose of considering an Ordinance Regulating the Operation of All-Terrain Vehicles and Off-Road Vehicles in Linn County, Iowa.

Written or oral comments are welcome. Written comments may be presented at the public hearings or may be submitted prior to the public hearings to the Linn County Board of Supervisors, 935 Second Street SW, Cedar Rapids, IA 52404.

This notice is given by order of the Linn County Board of Supervisors.