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.

Reports
Resolutions

Resolution to establish a road closure and detour for Linn County Project BRS-SWAP-C057(143)–FF-57, bridge replacement on Central City Road.

Resolution to approve Residential Parcel Split for Kronlage Farm Addition, Case JPS18-0028

Contract and Agreements

Approve and authorize Chair to sign a Second Amendment to the Gender Specific Program Contract between Linn County and 6th Judicial District Juvenile Court Services effective October 1, 2019 thru September 30, 2022 for a maximum amount of $50,689.

Approve and authorize Chair to sign The Wellmark Foundation Grant Agreement between The Wellmark Foundation and Linn County on behalf of the Linn County Food Systems Assessment effective November 15, 2019 through December 31, 2020 in the amount of $25,000.00.

Approve and authorize Chair to sign a partial acquisition contract by and between Linn County, Iowa and NSY Linn & Benton County LLC Et Al, Kathryn S. Topping Trust dated August 15, 2007, and JSKY Properties II LLC, in the amount of $7,971.31, for right-of-way acquired in connection with Linn County’s project No. STBG-SWAP-C057(142)—FG-57.

Approve and authorize Chair to sign a partial acquisition contract by and between Linn County, Iowa and NSY Linn & Benton County LLC Et Al, Kathryn S. Topping Trust dated August 15, 2007, and JSKY Properties II LLC, in the amount of $4,939.97, for right-of-way acquired in connection with Linn County’s project No. STBG-SWAP-C057(142)—FG-57.
Approve and authorize Chair to sign a partial acquisition contract by and between Linn County, Iowa and Carol Zimpfer Trust, in the amount of $12,055.15, for right-of-way acquired in connection with Linn County’s project No. STBG-SWAP-C057(138)—FG-57.

Approve and authorize Chair to sign a partial acquisition contract by and between Linn County, Iowa and Blackford Farms, Inc., in the amount of $7,513.65, for right-of-way acquired in connection with Linn County’s project No. STBG-SWAP-C057(138)—FG-57.

Approve application per city staff request for the city of Cedar Rapids for public encroachment of sidewalk snow melt system at the Linn County Sheriff’s Office sidewalk at 310 2nd Ave SW, Cedar Rapids Iowa 52404.

Authorize Chair to sign purchase order #5573 for $6,311.16 to CDWG for 6 UPS machines for the Harris Building.

Approve and sign purchase order for corrugated metal arch culvert to Contech Engineered Solutions in the amount of $7,015.00 for the Secondary Road Department.

**Licenses & Permits**

**Regular Agenda**

**Discuss and Decide on Consent Agenda**

**Minutes**
Discuss and decide on meeting minutes.

Review plans and specifications, authorize notice to bidders, set public hearing date, set bid filling date for the Linn County Public Service Center front entrance, sidewalk and sub drainage remodel project.

**Public Comment: Five Minute Limit per Speaker**
This is an opportunity for the public to address the board on any subject pertaining to board business.

**Claims**
Discuss and decide on claims.

**Board Member Reports**

**Correspondence**

**Appointments**

**Adjournment**

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncounty.org.
RESOLUTION # ________________

ESTABLISH ROAD CLOSURE AND DETOUR FOR PROJECT

WHEREAS: Linn County Project BRS-SWAP-C057(143)—FF-57, Bridge Replacement project, on Central City Road (E16) in Linn County will begin soon

WHEREAS: this project lies on a marked Farm-to-Market route, and

WHEREAS: a detour must be established to close a marked route for longer than 48 hours, and

WHEREAS: a map of the detour is attached hereto.

NOW, THEREFORE, BE IT RESOLVED: that the Linn County Board of Supervisors hereby authorize and direct the Linn County Engineer to place the appropriate signs to establish the following detour: commencing at the intersection of Franklin Street and Grubb Street, head south on Franklin Street for 1.2 miles to N Center Point Road(W36), then southeasterly on N Center Point Road for 6.5 miles to Alice Road (W45), then north on Alice Road for 5.9 miles to end of detour. (See attached map)

Signs shall be placed when and as necessary to protect the work and the traveling public in accordance with the Manual on Uniform Traffic Control Devices and Chapter 306 of the Code of Iowa.

Moved by Supervisor _____________________ Seconded by Supervisor _____________________
that the above resolution be adopted this ___ day of ____________, 20___ by a vote of ___ aye ___ nay and ______ abstain from voting.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

______________________________
Chairperson

______________________________
Vice Chairperson

______________________________
Supervisor

ATTEST:

______________________________
Linn County Auditor
Linn County Board of Supervisors

Resolution # __________________

Approving Residential Parcel Split

Whereas, a Residential Parcel Split of Kronlage Farm Addition (Case # JPS18-0028) to Linn County, Iowa, containing two (2) lots, numbered lot 1 and lettered lot A has been filed for approval, a subdivision of real estate located in the NENW of Section 14, Township 86 North, Range 5 West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the Northwest Corner of the Northeast Quarter of the Northwest Quarter of Said Section; thence N 88°48'40" E (assumed bearing), 597.89 feet along the north line of said section and centerline of Upper Boulder Road; thence S 01°11'20" E, 219.53 feet; thence N 88°48'40" E, 235.44 feet; thence S 01°48'29" E, 236.17 feet; thence S 64°18'20" W, 295.48 feet; thence Northwesterly 198.97 feet along a 100.00 foot radius curve concave northeasterly, (said curve having a long chord of N 58°41'40" W, 167.73 feet); thence N 01°41'40" W, 103.30 feet; thence S 86°31'48" W, 415.80 feet to the West line of the Northwest Quarter of the Northwest Quarter of said section and centerline of Nickel Plate Road; thence N 01°04'02" W, 401.39 feet along said West line and centerline to the point of beginning; containing 7.59 acres, including 0.54 acre of Upper Boulder Road right-of-way and 0.34 acre of Nickel Plate Road right-of-way, subject to easements and restrictions of record.

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 it's 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 November 21, 2018 as last amended on August 19, 2019 have been addressed:

Linn County Secondary Road Department

1. Entrance permit required for new entrances and existing unpermitted entrances, Sec.11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. One entrance per parcel is allowed. An additional access may be allowed with justification and permit.

2. Dedication of road rights-of-way, County Standard Specifications, Section 5. 40' of right-of-way on Upper Boulder Road and Nickel Plate Road adjacent to development shall be dedicated to the County for road purposes. A daylight corner meeting specifications at the intersection of Upper Boulder Road and Nickel Plate Road shall also be dedicated to the County for road purposes.

3. Road agreement for conditions applicable to residential parcel split cases. County Standard Specifications, Section 1.

4. E-911 address sign is required to be located at driveway entrance.
5. Street designation signs and E-911 address signs to be applied for at Linn County Secondary Roads Department, 319-892-6400.

**IOWA DEPARTMENT OF TRANSPORTATION**

Not within the jurisdiction of the Iowa Department of Transportation.

**LINN COUNTY PUBLIC HEALTH DEPARTMENT**

1. A written shared well agreement must be submitted to LCPH and recorded with both properties using the well.

2. Existing water system must be reviewed by Linn County Public Health for compliance with Linn County Code of Ordinances Chapter 10, Article V Nonpublic Water Supply Wells.

3. Existing sewage disposal system must be reviewed by Linn County Public Health for compliance with Linn County Code of Ordinances Chapter 10, Article VI Private Sewage Disposal Systems. If selling the property, a Time of Transfer septic inspection must be done by a certified septic inspector.

   If no deficiencies are noted, corrections or repairs require a permit.

   If no permit is recorded for this property, a septic contractor must:
   - Show evidence of septic tank by uncovering the tank and pumping it out to determine the volume.
   - Show evidence of the absorption field by uncovering the ends of the trenches or by probing five to ten areas over the trenches and verifying a dead-end. Health Department must be present to verify.

4. 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.

**NATURAL RESOURCES CONSERVATION SERVICE**

No conditions to be met.

**LINN COUNTY CONSERVATION DEPARTMENT**

No conditions to be met.

**LINN COUNTY EMERGENCY MANAGEMENT**

No conditions to be met.

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

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

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

3. Complete requirements from Minimum Housing inspection provided by the Linn County Health Department, including obtaining appropriate permits, inspections and final approval from the Building Division.

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 Prairieburg. As per Chapter 354 of the Code of Iowa, a certified resolution by any municipality that has authority to review the plat to either approve the plat or waive its rights to review must be provided.

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

7. The remaining land of the parent parcel will result in a parcel of less than 35 acres. Either combine the remaining land to an adjacent parcel by deed restriction to total 35 acres or more, or include the remaining land as part of the final plat. If included 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.

8. 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.
9. 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

10. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before **AUGUST 19, 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 **September 11th, 2020** to be valid.

Passed and approved this 11th day of September, 2019.

Linn County Board of Supervisors

__________________________
      Chair

__________________________
      Vice Chair

__________________________
      Supervisor
Aye:
Nay:
Abstain:
Absent:

Attest:

_________________________________________
Joel Miller, Linn County Auditor

_________________________________________
Linn County Engineer

_________________________________________
Brad Ketels, Engineer

State of Iowa  
) SS
County of Linn )

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

___ Aye ___ Nay ___ Abstain ___ Absent

_________________________________________
Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, ____________________________
on this ____ day of ______________________, 2019.

_________________________________________
Notary Public State of Iowa
Second Amendment to the Gender Specific Program Contract

This Amendment to Contract Number JUV-18-CB-6-001 is effective as of October 1, 2019, between the Juvenile Court Services for the 6th Judicial District of Iowa (JCS), the Iowa and Linn County Board of Supervisors (Contractor).

Section 1: Amendment to Contract Language
The Contract is amended as follows:


Revision 2. Section 1.3.4.1 Pricing second unnumbered paragraph is hereby deleted and replaced as follows:
Contractor shall be paid at the rate of: $0.80 cents per minute for the provision of gender responsive programming. Contractor shall be paid mileage to transport youth to and from the program at a rate of $0.39 cents per mile. The maximum JCS will pay Contractor is $50,689 for the period of October 1, 2019 to September 30, 2020. $45,689 of these funds are federal funds CFDA #16.540 and may not be used as a match for other federal funds, $5,000 of these funds are State transfer funds. JCS will establish maximum yearly payment limits for subsequent years of the contract by contract amendments.

Revision 3. Federal Funds. The following federal funds information is provided

| Contract Payments include Federal Funds? | Yes |
| The contractor for federal reporting purposes under this contract is a: | Subrecipient |
| DUNS #: | 073501108 |
| The Name of the Pass-Through Entity: | Iowa Department of Human Services |
| CFDA #: | 16.540 |
| Grant Name: | 06JD18-19F |
| Federal Awarding Agency Name: | Office of Juvenile Justice and Delinquency Prevention (OJJDP) |

Section 2: Ratification & Authorization
Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.
Section 3: Execution
IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

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<th>Linn County Board of Supervisors</th>
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<tr>
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<td>Date:</td>
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<tr>
<td>Christopher L. Wyatt, Chief Juvenile Court Officer</td>
<td>9/26/10</td>
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<tr>
<td>Printed Name:</td>
<td>Signature of Authorized Representative:</td>
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<tr>
<td>Printed Name: Stacey Walker, Chairperson</td>
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Page 2 of 2
The Wellmark Foundation
Grant Agreement

This Wellmark Foundation Grant Agreement ("Agreement") is made by and between The Wellmark Foundation ("Foundation"), an Iowa nonprofit corporation, and the GRANTEE identified on the signature page (hereinafter, "Grantee").

RECATLS:

A. Foundation qualifies as a private foundation under the Internal Revenue Code of 1986 as amended ("Code").

B. The purpose of this Agreement is to set forth the terms and conditions under which the Foundation has awarded a grant to Grantee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Article I
Scope

This Agreement applies to the project submitted by Grantee as a grant application entitled "Linn County Food System Assessment," as more fully described in Grantee’s written proposal (Grant ID #2019-02-077) to the Foundation incorporated by this reference as a part of this Agreement ("Grant Project"). This Agreement does not apply to any other project or program of Grantee or the Foundation.

Article II
Grant Award

The Foundation agrees to award Grantee the total of $25,000.00 for the Grant Project to be paid in one (1) payment over the Grant Period defined in Article III at the discretion of the Foundation ($25,000.00 overall award; $25,000.00 full grant payment to be made on or about November 15, 2019). The payment shall be made subsequent to the announcement of the Grant Project award and full execution of this Agreement.

All payments hereunder are subject to the terms and conditions of this Agreement and shall be used only for purposes specified in the Grant Project. Grant Project funds shall not be used to reimburse expenses incurred prior to the Foundation’s date of acceptance of this Agreement. Any funds that are not used by the end of the next calendar year following the end of the Grant Period shall be transferred back to the Foundation. The process and procedure for the transfer of unexpended funds will be done in accordance with instructions by the Foundation. An unfunded extension of the Grant Period may be granted in writing at the sole discretion of the Foundation.

Article III
Grantee Responsibilities and Representations

Grantee shall perform all services and activities as described in the grant application submitted to the Foundation. Grantee also shall comply with such procedures as the Foundation has established, from time to time, as requirements for the Grant Project award and as set forth in its notification of the award and/or posted on the Foundation website (www.wellmark.com/foundation), incorporated herein by reference and made a part of this Agreement. The "Grant Period" will be November 15, 2019 through December 31, 2020. Grantee agrees to submit written progress and budget reports to the Foundation every six months during the Grant Period (initial report due June 1, 2020) and a final report upon completion. Grantee agrees to include video or photographs as may be appropriate with the progress reports and agrees to submit other reports that the Foundation may reasonably request. Grantee agrees to permit the Foundation to visit the Grant Project and videotape or photograph the Grant Project.
In carrying out the Grant Project, Grantee shall comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property rights of any third party. At all times during the Grant Period, Grantee shall maintain its tax-exempt status under (and conduct its activities in accordance with) Section 501(c)(3) of the Code unless Grantee is a government entity.

Article IV
Changes in Grant Project

Any changes in the Grant Project (including, without limitation, any changes in the services or activities described in the proposal materials or work plan) require the prior written approval of the Foundation. Failure to obtain prior approval may result in the suspension of the award payments or termination of this Agreement in accordance with Article XI.

Article V
Changes in Key Personnel

Grantee shall provide notice to the Foundation within ten (10) days of any changes in the key personnel performing services for the Grant Project. Such written notice shall include the individual’s successor, title and resume.

Article VI
Records; Right to Examination and Audit

Grantee shall maintain adequate accounting records and other records related to the Grant Project. Grantee will permit the Foundation on-site visits and access to examine and audit all records and documents reasonably related to Grantee’s obligations under this Agreement. Grantee agrees to ensure the cooperation of its employees, officers, directors and agents in such examination and audit. The Foundation will provide notice to Grantee prior to the performance of an examination and audit and arrange a mutually acceptable time for it.

Article VII
Assignment

This Agreement shall not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any assignment not in accordance with this Article VII shall be null and void.

Article VIII
Publication by Foundation and Grantee; Rights to Data

The Foundation may include information about the Grant Project, including any videos or photographs, in its periodic public reports and may make such information available on the Wellmark.com/foundation website as part of press releases, public reports, presentations, newsletters, tax returns, and other public disclosures.

Grantee may publish the results of the Grant Project subject to the Foundation’s prior review and comment. Any materials used by Grantee for the purpose of publicity pursuant to this Agreement shall display the Foundation’s designated and approved logo in a manner acceptable to and approved by the Foundation.

In the event activities supported by this Agreement produce original computer programs, writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of similar nature (the term computer programs includes executable computer programs and supporting data in any form) (collectively, the “Materials”), the Foundation reserves the right to use, duplicate and disclose, in whole or in part, the Materials in any manner for any purpose whatsoever. Without limiting the foregoing, Grantee hereby grants to the Foundation a non-exclusive, transferable, perpetual, irrevocable, royalty-free, paid-up, worldwide license to use or publish the Materials in any manner for any purpose whatsoever.
Article IX
Release of Information

Grantee agrees to provide to the Foundation, upon request, all written program records including, but not limited to, non-identifiable physician and client records, statistical information, board, administrative and financial records, including budget, accounting activities, financial statements and audits reasonably related to the Grant Project.

Article X
Remedies for Breach

In the event Grantee violates or breaches the terms of this Agreement, the Foundation reserves all contractual and legal remedies that are available.

Upon notice, the Foundation may suspend this Agreement, in whole or in part, and withhold payment of funds or recoup awarded funds when the Grantee has failed to comply with the terms of this Agreement until a corrective action plan has been submitted and approved by the Foundation. Reasons for suspension of this Agreement may include, but are not limited to, the following:

a. Delinquency in submitting required reports by established due dates.

b. Failure to show satisfactory progress in achieving the objectives of the Grant Project or failure to meet the terms and conditions of this Agreement.

c. Failure to provide adequate management of the Grant Project funds.

d. Failure to obtain matching funding in the amount and time required in the award notification when such funding was a condition of the grant award.

A suspension shall be in effect until the Grantee has taken corrective action or given evidence satisfactory to the Foundation that corrective action will be taken or until this Agreement is terminated.

Costs incurred by the Grantee during the suspension period shall not be allowed under this Agreement unless expressly authorized in the notice of suspension. Necessary costs that the Grantee could not reasonably avoid during the suspension shall be allowed only if the Grantee had a prior obligation for these expenses.

Article XI
Term and Termination

This Agreement shall commence upon the date of acceptance by the Foundation and shall terminate at the conclusion of the Grant Period. This Agreement may be terminated immediately upon notice (1) if circumstances beyond the control of the Foundation or the Grantee make continuation of this Agreement impossible, or (2) in the event of the Grantee’s noncompliance with any term or condition, related rules, regulations or requests or the Grantee has proven unable to fulfill the work and services described in this Agreement.

In the event of such termination, the Grantee shall be reimbursed by the Foundation only for those costs allowable under the award for the Grant Project that are incurred prior to the termination date. Any unexpended funds shall be immediately returned to the Foundation unless otherwise agreed by the Foundation.

Article XII
Notices

Any notice required to be given under this Agreement shall be in writing and deemed delivered when personally delivered, sent by a commercial overnight courier, sent by certified mail, return receipt requested, or
transmitted by electronic means, to the address set forth on the signature page to this Agreement and the Grant Project.

Article XIII
Nonwaiver and Invalidity

Failure of either party to exercise any of such party’s rights under this Agreement will not constitute a waiver of such rights in the future. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable.

Article XIV
Section Headings and Interpretation

The Section headings used in this Agreement have been inserted for convenience of reference only and shall not in any manner modify or restrict any of its terms or provisions. This Agreement shall not be construed more strongly against any party regardless of who was more responsible for its preparation.

Article XV
Entire Agreement and Amendments

This Agreements and all attachments hereto constitute the entire Agreement between the parties with respect to the subject matter hereof and any prior agreements, understandings, representations and warranties, whether written or oral in regard to the subject matter hereof, are hereby superseded. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless such amendment is clearly identified as an amendment to this Agreement, made in writing and signed by authorized personnel of both parties.

Article XVI
Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa without regard to conflict of laws principles.

Article XVII
Limitation of Action

No action, regardless of form, may be brought by either party on any claim arising out of this Agreement more than two years after the claim arose.

Article XVIII
Indemnification

The Grantee shall indemnify and hold Foundation harmless from and against any and all liabilities, losses, damages, costs or expenses, including, but not limited to, reasonable attorneys’ fees and legal expenses, incurred by Foundation as a result of a breach of this Agreement by the Grantee or any tortious, unlawful or unauthorized acts or omissions by the Grantee.

Article XIX
Consent to Jurisdiction

Each of the parties hereby irrevocably submits to the exclusive jurisdiction of any United States District Court or Iowa District Court sitting in Des Moines, Iowa in any action or proceeding arising out of or relating to this Agreement, and each party hereby irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined in either of such courts. Each of the parties irrevocably waives any objection, including without limitation, any objection on the grounds of forum nonconveniens, which it may now or
hereafter have to the bringing of any such action or proceedings in such respective jurisdictions. In addition, the parties agree that neither of them shall commence any action arising out of or relating to this Agreement in any court other than the United States District Court or the Iowa District Court sitting in Des Moines, Iowa.

**Article XX**

**Waiver of Jury Trial**

**EACH OF THE PARTIES IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED IN DUPLICATE COUNTERPARTS, EACH BEING DEEMED AN ORIGINAL, AS OF THE DATE of execution set forth below.

Linn County
42-6004338
935 2nd Street SW
Cedar Rapids, IA 52404

(email address)

By: __________________________
Printed Name: __________________
Title: __________________________

(Date of Execution by Grantee)

The Wellmark Foundation
1331 Grand Avenue
Des Moines, Iowa 50309
WellmarkFoundation@Wellmark.com

By: __________________________
Printed Name: __________________
Title: __________________________

(Date of Acceptance by The Wellmark Foundation)
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**Electronic Record and Signature Disclosure**
ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, The Wellmark Foundation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

Getting paper copies

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All notices and disclosures will be sent to you electronically
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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to WellmarkFoundation@wellmark.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

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LINN COUNTY 8/30/19
CMP CULVERTS
RESULTS

**CONTECH**

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>DIAMETER</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>CMP Arch Culvert</td>
<td>57” X 38”</td>
<td>112 LF</td>
<td>$57.50</td>
<td>$6,440.00</td>
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<tr>
<td>2</td>
<td>CMP Arch Bands</td>
<td>57” X 38”</td>
<td>4 Each</td>
<td>$143.75</td>
<td>$575.00</td>
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<td><strong>TOTAL</strong></td>
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<td><strong>$7,015.00</strong></td>
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**METAL CULVERTS, INC**

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<th>NO.</th>
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<th>TOTAL</th>
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<tr>
<td>1</td>
<td>CMP Arch Culvert</td>
<td>57” X 38”</td>
<td>112 LF</td>
<td>$62.95</td>
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<td>2</td>
<td>CMP Arch Bands</td>
<td>57” X 38”</td>
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<td>$125.90</td>
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<td><strong>$7,302.20</strong></td>
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Pipe supplied 56’ in one piece.

**NORTHERN IOWA CONSTRUCTION PRODUCTS**

<table>
<thead>
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<th>NO.</th>
<th>DESCRIPTION</th>
<th>DIAMETER</th>
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<th>UNIT PRICE</th>
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<tr>
<td>1</td>
<td>CMP Arch Culvert</td>
<td>57” X 38”</td>
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<td>4 Each</td>
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**ILLOWA CULVERTS**

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<th>NO.</th>
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<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>1</td>
<td>CMP Arch Culvert</td>
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<td>CMP Arch Bands</td>
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<td>$115.20</td>
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Added $1,400.00 to original bid total for 12 gauge