

BOARD OF SUPERVISORSDistrict 1 | **Stacey Walker**District 2 | **Ben Rogers**District 3 | **Louis J. Zumbach****JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER**

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

PH: 319-892-5000 | FAX: 319-892-5009

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Monday, March 7, 2022

11 a.m.

Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA**Call to Order****Public Comment: Five Minute Limit per Speaker**

This comment period is for the public to address topics on today's agenda.

Minutes

Discuss and decide on meeting minutes.

Public hearing to determine whether Linn County will convey to Delores J. Neilsen and Melinda E. D, whatever interest Linn County may have in vacated right-of-way along former Vermont Way west of Lot 1, Block 7 in Waubeek

Public hearing and first consideration for rezoning case JR22-0002, request to rezone property located at 424 Rosedale Rd, from the AG (Agricultural) district to RR2 (Rural Residential 2-Acre) district, approximately 50.28 acres, Benjamin & Keri Dahl, owners.

Public hearing and first consideration for rezoning case JR22-0003, request to rezone property located at 3010 C Avenue Extension, from the AG (Agricultural) district to the USR (Urban Services Residential) district, approximately 5.72 acres, Robert Schmitt, owner.

Discuss a Memorandum of Understanding (MOU) regarding reimbursement from MH/DS of the East Central Region for Linn County Employees

Discuss a Vacancy Form requesting an Administrative Coordinator for the Sheriff's office.

Discuss a Vacancy Form requesting a Design Technician for the Secondary Road Department

Discuss purchase agreement between Kirk and Kimberly Osborn and Linn County for a Temporary Construction Easement regarding Megger's First Addition adjacent to Secrist Road and subsequent donation-exchange of vacated railroad right-away.

Discuss a professional services proposal from Design Dynamics, Inc. for a Wickiup Hill Outdoor Learning Center HVAC study

Public hearing on the plans, specifications, form of contract, and estimated total cost for the Priority #1 Linn County Facilities Derecho Repair Project

Discuss and decide on a Resolution Granting Final Approval and Confirming the Plans, Specifications, Form of Contract, and Estimated Total Cost for the Priority #1 Linn County Facilities Derecho Repair Project

Open and announce bids for the Priority #1 Linn County Facilities Derecho Repair Project and refer bids to Linn County staff and the project architect for review and tabulation

Canvass of Votes – March 01, 2022 Special Elections – Palo City Council to Fill a Vacancy and Center Point-Urbana Community School District Public Measure

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.

Payroll Authorizations

Discuss and decide on Employment Change Roster (payroll authorizations).

Claims

Discuss and decide on claims.

Legislative Update

Discuss and decide on action related to proposed legislation

Correspondence

Appointments

Closed Session

The Board will enter into a closed session to discuss pending litigation, pursuant to Code of Iowa 21.5(1)(c).

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@linncountyiowa.gov.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

SECTION 4. SEVERABILITY. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 6. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Public hearing and first consideration on the 7th day of March, 2022

Second consideration on the 9th day of March, 2022

Third and final passage on the _____ day of _____, 2022

Published in the Gazette on the _____ day of _____, _____

LINN COUNTY BOARD OF SUPERVISORS

Chairperson

Supervisor

Supervisor

ATTEST:

Joel D. Miller, Linn County Auditor

STATE OF IOWA)
) SS
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 _____, 2022 and published as provided by law on _____, 2022.

Linn County Auditor

Subscribed and sworn to me this _____ day of _____, 2022

Notary Public, State of Iowa

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. - - 2022

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF LINN COUNTY, IOWA BY REZONING AND CHANGING THE DISTRICT CLASSIFICATION OF CERTAIN PROPERTY LOCATED AT 3010 C AVE EXT, IOWA FROM THE "AG" AGRICULTURAL DISTRICT TO THE "USR" URBAN SERVICES RESIDENTIAL DISTRICT

BE IT ORDAINED by the Board of Supervisors of Linn County, Iowa, in accordance to the Findings of Fact and Conclusions of Law as established in the staff report for rezoning Case JR22-0003 or as otherwise established by the Board, as follows:

SECTION 1. ZONING DISTRICT CHANGED. The zoning of property located at 3010 C AVE EXT, Iowa legally described as:

Lot 1, Alt First Addition to Linn County, Iowa

is hereby changed from the "AG" Agricultural District to the "USR" Urban Services Residential District.

SECTION 2. ZONING MAP AMENDED. The Planning and Development Director, or his/her designee, is instructed to modify the Official Zoning Map of Linn County, Iowa to reflect the district classification change described in Section 1.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

SECTION 4. SEVERABILITY. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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LINN COUNTY BOARD OF SUPERVISORS

Chairperson

Supervisor

Supervisor

ATTEST:

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Linn County Auditor

Subscribed and sworn to me this _____ day of _____, 2022

Notary Public, State of Iowa

**MEMORANDUM OF UNDERSTANDING
REGARDING REIMBURSEMENT FROM MH/DS OF THE EAST CENTRAL
REGION FOR COUNTY EMPLOYEES**

1. COME NOW the Linn County Board of Supervisors (hereinafter “the County Board”) and the Governing Board of the Mental Health/Disability Services of the East Central Region of Iowa (hereinafter “the Governing Board”) indicate their mutual understanding of the following:
2. Linn County is a member county in and the County Board is a signatory to a 28E Agreement for Mental Health/Disability Services for the East Central Region.
3. The purpose of this Memorandum of Understanding is to establish an entity to provide local access to mental health and disability services for children and adults and to engage in any other related activity in which an Iowa 28E organization may lawfully be engaged, all in compliance with Iowa Code Section 331.438B.
4. The 28E Agreement contemplates that the Region’s Chief Executive Officer, Coordinators of Disability Services, and all support staff will be made up of and will remain employees of the individual member counties.
5. In so doing, the 28E Agreement requires that there will be statements of understanding between the Governing Board and the individual county Boards of Supervisors that identify the individual employee, the position to be filled, and the portion of the employee’s wages and benefits that will be reimbursed to the county from regional funds.
6. In compliance with this provision of the 28E Agreement, Exhibit A is attached hereto, setting forth the individual Linn County employees, the positions they fill for the region, and the portion of their wages and benefits that are to be reimbursed to Linn County from regional funds.

7. In the event one of the specific employees listed leaves, for whatever reason, her or his employment with Linn County and a new employee is hired to fill that vacant position, the County Board's representative on the Region's Governing Board shall provide the Governing Board with an updated Exhibit A.
8. The Governing Board, consistent with the 28E Agreement, shall reimburse Linn County from regional funds the percentage of wages and benefits listed for the Linn County employees included on Exhibit A.
9. The Governing Board shall reimburse the member county for the time an employee spends fulfilling regional functions as defined in Attachment A. Reimbursement shall include the employee's base salary, benefits, applicable payroll deductions, occupancy expenses, and identified administrative expenses. Each member county agrees to provide the employee with sufficient office space, equipment, supplies and telephone to conduct employee's region responsibilities while working within the member county, which will be reimbursed by the region. The Governing Board shall reimburse the member county for all travel expenses incurred while an employee performs regional work. Reimbursements shall be reviewed annually or as needed when changes to a member county's expenses occur.
10. The Region shall issue funds to each member county for one fourth of the member county's MH/DS combined payroll and occupancy budgeted expenses as identified above by the latest practical claims date before the beginning of the new quarter (July, October, January, and April) in order to ensure that the county receives adequate funds to cover the quarterly administrative expenses.
11. If a county has higher expenditures during a quarter that exceed the quarterly payment, a request for reimbursement will be sent to the region to be considered at the next Regional Governing Board meeting. If a member county expects lower expenditures in any given quarter, the county should notify the region. Adjustments to a county's quarterly distribution will be completed in the fourth quarter, as necessary.
12. Member counties will submit a quarterly report of expenditures to the region for reconciliation purposes. The quarterly report will not impact the next quarterly distribution.
13. The member county is responsible for tracking each employee's time when conducting regional work. The member county must conduct a time study semi-annually, at a minimum, supporting the amount that is reimbursed by the region.

14. This agreement shall be effective for the time period of July 1, 2022 through June 30, 2023. The Governing Board may vote to extend or amend this MOU for FY24 and beyond.
15. Any disagreements in reimbursement amounts shall be discussed and rectified between the Governing Board and County Board of Supervisors in the same manner disputes are resolved under Section 4.7 of the regional 28E Agreement.

LINN COUNTY
BOARD OF SUPERVISORS

GOVERNING BOARD OF THE MENTAL
HEALTH/DISABILITY SERVICES
OF THE EAST CENTRAL REGION
OF IOWA

By: _____

Linn County Chairperson

Signed the _____ day of _____, 2022.

By: Duane L. Hildebrandt

Duane Hildebrandt, Chairperson

Signed the 24 day of February, 2022.

Attest: _____

Linn County Auditor

**EXHIBIT A
LINN COUNTY EMPLOYEES**

The region intends to employ or contract for staff for the following functions and responsibilities with the following rates:

Employee Name	Position	% of Wages/Benefits to be Appropriated to
Jody Bridgewater	Coordinator	100%
Cecilia McCrea	Social Worker	100%
Sarah Montgomery	Income Maintenance Worker - Intake	100%
Rita Burrell	Income Maintenance Worker - Intake	100%
Tina Cottrell	Income Maintenance Worker - Intake	100%
Amy Weaver	Mental Health Advocate	100%

By: _____
Linn County Chairperson

By: Duane L. Hildebrandt
Duane Hildebrandt, ECR Board Chair

Date: _____

Date: 2-24-22

LINN COUNTY HUMAN RESOURCES DEPARTMENT
JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5120 | FAX: 319-892-5129

LinnCounty.org



VACANCY FORM

SELECT ONE:

☒ NEW POSITION

☐ REPLACEMENT

REPLACES: _____

SELECT ONE:

☒ NEW JOB CLASSIFICATION

☐ EXISTING JOB CLASSIFICATION

JOB TITLE: Administrative Coordinator - Confidential

DEPARTMENT: Sheriff - Administration

SHIFT/HOURS: Monday-Friday 0800-1700

VACANCY DATE: 3/3/2022

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if applicable):

☐ BUDGET OFFER

☐ GRANT FUNDING

☐ OTHER: _____

NEW POSITION FUNDING SOURCE(S):

current dept budget; replaces
AAI - Confidential position

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

☐ 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: [Signature]
DEPARTMENT HEAD (original signature required)

3-3-22
DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: New Confidential position for Sheriff's Office only

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: Lisa D. Powell
HUMAN RESOURCES DIRECTOR

3-3-22
DATE

APPROVED BY: [Signature]
FINANCE/BUDGET DIRECTOR

3/4/22
DATE

APPROVED BY: _____
CHAIRPERSON/BOARD OF SUPERVISORS

DATE



Linn County, Iowa
Classification:
Administrative Coordinator

<u>Department</u>	<u>Grade</u>	<u>FLSA Status</u>	<u>Position #</u>
Sheriff's Office	24	Non Exempt	

CLASS SUMMARY:

Performs administration of a variety of Sheriff's Office programs and processes including training, promotions and recruitment. Provides executive level administrative support for the Sheriff and command staff. Knows the County's Customer-Centered Culture principles, the County's Mission, Strategic Plan and Core Values and demonstrates a commitment to customer satisfaction for all customers on a regular basis.

ESSENTIAL DUTIES:

This class specification represents only the core areas of responsibilities; specific position assignments will vary depending on the needs of the department.

Performs administrative support activities for Sheriff's Office command staff including: scheduling and coordinating events; making travel and training arrangements; taking and transcribing minutes; creating and proofing correspondence, reports and presentations; monitoring key card access; tracking activity and budget data; verifying timesheets and payroll; ordering supplies; acting as a liaison of Sheriff with internal and external contacts; and updating website information.

Administers the Sheriff Office recruitment processes and materials including: coordinating with HR, Civil Service Commission, internal staff, and other agencies; updating and placement of job postings and recruitment materials; confirming activities and dates; verifying documentation; administering and scoring of tests; developing background check and candidate packets for staff; and responding to questions and requests for information.

Administers the Sheriff Office training process and record management including: acting as records custodian; developing the training schedule; coordinating registrations and travel arrangements; updating and maintaining training materials and records; researching and making recommendations for training; responding to questions and requests for information; and ensuring currency of required staff certifications and licenses.

Administers the Sheriff Office promotional process including: coordinating with the Civil Service Commission; administering and scoring promotional exam; and responding to questions and requests for information.

Produces, researches, processes, and/or analyzes a variety of information and/or data. Prepares reports summarizing project, study, and/or program data; analyzes related data; and makes recommendations based on findings.

Coordinates and administers assigned and special programs, projects, and/or events, which includes: publicizing programs; maintaining files; monitoring statistics; recommending updates; and performing other related activities.

Knows the County's Customer-Centered Culture principles, the County's Mission, Strategic Plan and Core Values and demonstrates them on a regular basis. Collaborates with customers to enhance Customer Satisfaction. Knows the products they personally produce



Linn County, Iowa
Classification:
Administrative Coordinator

and the customers of each product. Listens to the "Voice of the Customer" and closes gaps between customer expectations and experience whenever possible.

Performs other duties as assigned; regular work attendance required.

TRAINING AND EXPERIENCE REQUIRED:

FORMAL EDUCATION:

Associate's degree in a related field is required.

EXPERIENCE:

Four (4) years of experience in an administrative capacity of increasing responsibility is required.

NOTE:

Additional relevant education or directly related experience may count towards minimum qualifications on a year for year basis at the discretion of the hiring manager.

SPECIAL REQUIREMENTS:

- Must pass a County physical examination which includes a drug test after offer of employment.
- Valid Driver's License
- Subject to credit and criminal history review.
- Must pass a 60 wpm keyboard test and successfully complete Intermediate level Word and Excel tests administered by the Human Resources Department.
- State of Iowa Notary Public
- Iowa Law Enforcement Academy Certified Proctor
- Iowa NCIC Computer Certification

REPORTING RELATIONSHIPS:

- Reports to: Sheriff or designee
- Supervisory: None

COMPETENCIES:

- Interpersonal: Interaction with other department heads and other employees as well as external agencies is required. Ability to handle customer (internal and external) complaints and requests, vendors, staff and employees of the County
- Writing: Ability to prepare correspondence, memos, minutes of meetings, manuals, reports, and forms.



Linn County, Iowa
Classification:
Administrative Coordinator

- **Math:** Requires ability to work accurately with numbers including checking totals and account codes and receipt numbers. Ability to perform basic math skills and computations.
- **Reasoning:** Work requires analysis and judgment in accomplishing diversified duties. Requires the exercise of independent thinking and initiative within the limits of policies, standards, and precedents.
- **Machines, Tools, Equipment and Work Aids:** Computer and peripherals, general office equipment, Microsoft Office and its applications, internet browsers, GroupWise, VOIP telephone system, and audiovisual equipment.

ADA AND OTHER REQUIREMENTS:

Positions in this class typically require: Reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, seeing and repetitive motions.

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

NOTE:

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the business needs of the department.

ADMINISTRATIVE:

New: December 1, 2021

Revision Date:

LINN COUNTY HUMAN RESOURCES DEPARTMENT
JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5120 | FAX: 319-892-5129

LinnCounty.org



VACANCY FORM

SELECT ONE:

☒ NEW POSITION

SELECT ONE:

☐ NEW JOB CLASSIFICATION

JOB TITLE: Design Technician

DEPARTMENT: Secondary Road

VACANCY DATE: Immediately

REASON TO ADD NEW POSITION (if applicable):

☐ BUDGET OFFER

☐ GRANT FUNDING

☒ OTHER: Changing position to lower classification

☒ REPLACEMENT

REPLACES: Curtis Logan

☒ EXISTING JOB CLASSIFICATION

SHIFT/HOURS: 40 hours per week

NUMBER OF POSITIONS: 1

NEW POSITION FUNDING SOURCE(S):

Design Engineer vacancy will be filled with the lower job classification of Design Technician

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

☐ 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: [Signature]
DEPARTMENT HEAD (original signature required)

3/3/2022
DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: _____

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: [Signature]
HUMAN RESOURCES DIRECTOR

3-3-22
DATE

APPROVED BY: [Signature]
FINANCE/BUDGET DIRECTOR

3/4/22
DATE

APPROVED BY: _____
CHAIRPERSON/BOARD OF SUPERVISORS

DATE

SPACE ABOVE THIS LINE FOR RECORDER

PURCHASE AGREEMENT

Page 1

PARCEL NO. 3
PROJECT NO. TAP-U-C057(147)—8I-57COUNTY: Linn
PROJECT NAME: Grant Wood TrailSELLER: Kirk L. Osborn and Kimberly A. Osborn, husband and wife

THIS AGREEMENT entered into this ____ day of _____, 2021, by and between SELLER and Linn County, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "COUNTY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy permanent easement rights to the real estate situated in Linn County, Iowa, and legally described on the attached Acquisition Plat. If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

1. SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy permanent easement rights to the following real estate, hereinafter referred to as the premises as described on page four and which include the following buildings, improvements and other property: land only. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>00.00</u>	on possession and conveyance	<u>Within 30 Days of BUYER Approval</u>

\$ <u>00.00</u>	TOTAL LUMP SUM
-----------------	----------------

BREAKDOWN:	ac. = acres / sq.ft. = square feet	
Land by Fee Title	_____ ac.	_____
Underlying Fee Title	_____ ac.	_____
Permanent Easement	<u>0.43</u> ac.	<u>\$ 00.00</u>
Temporary Easement	<u>0.13</u> ac.	<u>\$ 00.00</u>
Landscaping/Other	_____	_____
Total		<u>\$ 00.00</u>
Additional Damages	_____	_____

DISTRIBUTION: ONE COPY RETURNED TO BUYER -- ONE COPY RETAINED BY SELLER

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: None
5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 5 pages.
6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, Section 427.2, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: BankIowa, 2701 Edgewood Parkway SW, Cedar Rapids, IA 52404; and GreenState Credit Union, PO Box 800, North Liberty, IA 52317
7. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.
9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.
10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa, Section 428A.1.
11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
12. This written agreement constitutes the entire agreement between BUYER and SELLER and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: _____
14. BUYER is also granted a Temporary Easement, described on the "Temporary Construction Easement Exhibit", on the SELLER'S property for the purpose of allowing Linn County, its agents, contractors and employees a right of entry in, upon and onto the above-described property for but not limited to surveying, grading, storing materials and equipment and providing access during the construction of Grant Wood Trail Extension East of Oxley Rd project and appurtenant facilities thereto. The Temporary Construction Easement shall terminate the earlier of: twenty-four (24) months from initiation of construction on Seller's property by Linn County, or upon acceptance of the project by Linn County, Iowa.
15. The Seller acknowledges entitlement to just compensation based upon the Buyer's approved Compensation Estimate of the property described on page 1, Acquisition Plat, and Temporary Construction Easement Exhibit of this agreement. Nevertheless, the Seller desires to donate the property. In exchange for the donation of the property described as part of this agreement the Buyer agrees to convey the vacated railroad right of way adjacent to the Seller's property to the Seller. Said vacated railroad right of way will be conveyed to the Seller following the construction of the Grant Wood Trail projects construction.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

X Kirk L. Osborn
Kirk L. Osborn

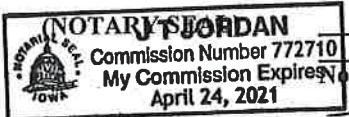
X Kimberly A. Osborn
Kimberly A. Osborn

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF LINN ss:

On this 23rd day of Feb., A.D. 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Kirk L. Osborn and Kimberly A. Osborn,
to me personally known
or X proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



J. T. Jordan (Sign in Ink)
J. T. JORDAN (Print/Type Name)
Notary Public in and for the State of Iowa

RECOMMENDED BY

Michael Holsapple, Project Manager

3/14/2021 (Date)

BUYER'S APPROVAL

Signed by: Dennis E. Goemant, Director 9-27-2021
Linn County Conservation Board (Date)
Dennis E. Goemant, Director

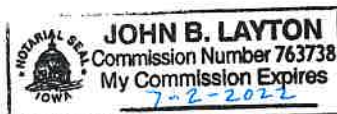
Signed by: _____ (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF LINN ss:

On this 27 day of SEPTEMBER, 2021, before me, the undersigned, personally appeared Dennis E. Goemant

known to me to be an agent of Linn County, Iowa and who did say that said instrument was signed on behalf of Linn County by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Linn County and by it voluntarily executed.



John B. Layton
Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

X INDIVIDUAL

- CORPORATE

Title(s) of Corporate Officer(s): _____

- Corporate Seal is affixed

- No Corporate Seal procured

- PARTNER(s): - Limited Partnership
- General Partnership

- ATTORNEY-IN-FACT

- EXECUTOR(s) or TRUSTEE(s)

- GUARDIAN(s) or CONSERVATOR(s)

- OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies)

Kirk L. Osborn & Kimberly A. Osborn

BUYER'S APPROVAL

Signed by: (Date)

Signed by: (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this ____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the Linn County Board of Supervisors and who did say that said instrument was signed on behalf of the Linn County Board of Supervisors by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the Linn County Board of Supervisors and by it voluntarily executed.

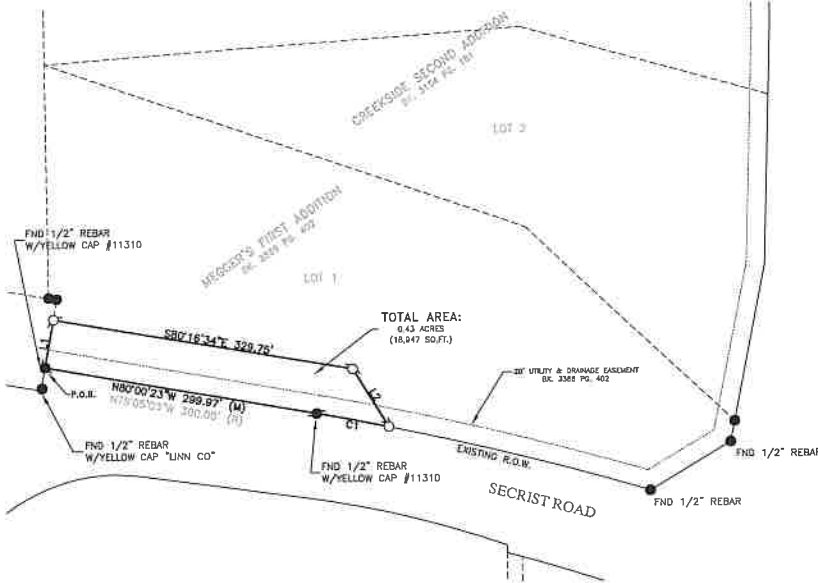
Notary Public in and for the State of Iowa

ACQUISITION PLAT

GRANT WOOD TRAIL:

OXLEY ROAD TO CREEKSIDE ROAD

Prepared by & Return to: R. Rodney Klien, Anderson-Bogert Engineers & Surveyors, Inc.
4001 River Ridge Dr. N.E. Cedar Rapids, Iowa 52412 (319) 377-4629



TOTAL AREA:
0.43 ACRES
(18,947 SQ. FT.)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N10°00'00"E	52.63'
L2	S31°45'43"E	73.94'

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	CHORD	CHORD BEG	CHORD TANGENT
C1	01°27'15"	3209.81'	79.03'	N7°18'04"W	79.02'	38.53'

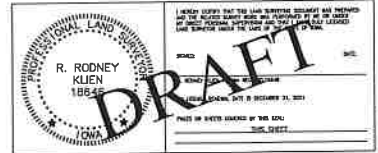
NOTES:
1. DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. BEARINGS HEREON ARE BASED UPON IOWA STATE PLANE NAD 83 NORTH ZONE.
3. 0.18 ACRES (7,398 SQ. FT.) OF THE PROPOSED ACQUISITION PARCEL LIES WITHIN THE EXISTING UTILITY & DRAINAGE EASEMENT FILED IN BOOK 3384, PAGE 402 OF THE COUNTY RECORDER.
EPOCH/NOTES:
R. L. & KIMBERLY A. OSBORN
DPN: 160635100400000

Legal Description

PART OF LOT 1, MEGGER'S FIRST ADDITION TO LINN COUNTY, IOWA FURTHER DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1;
THENCE N10°00'00"E ALONG THE WEST LINE OF SAID LOT 1, 52.63 FEET;
THENCE S60°16'34"E, 329.75 FEET;
THENCE S31°45'43"E, 73.94 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OR SECRET ROAD;
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 78.03 FEET ALONG A 3209.81 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY WHOSE 78.03 FOOT CHORD BEARS N79°18'04"W;
THENCE N80°00'23"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 299.97 FEET TO THE POINT OF BEGINNING CONTAINING 0.43 ACRES (18,947 SQ. FT.) MORE OR LESS.
SUBJECT TO EXISTING EASEMENTS AND RESTRICTIONS OF RECORD.

Legend

Boundary Line
Adjoining Lot Line
Easement Line
Building Setback Line
Found 5/8" Rebar
Found 1/2" Rebar (unless noted)
Found 3/4" Rebar
Found 1" Rebar
Found 1 1/2" Rebar
Found 2" Rebar
Found Section/Quarter Corner
Measured
Record



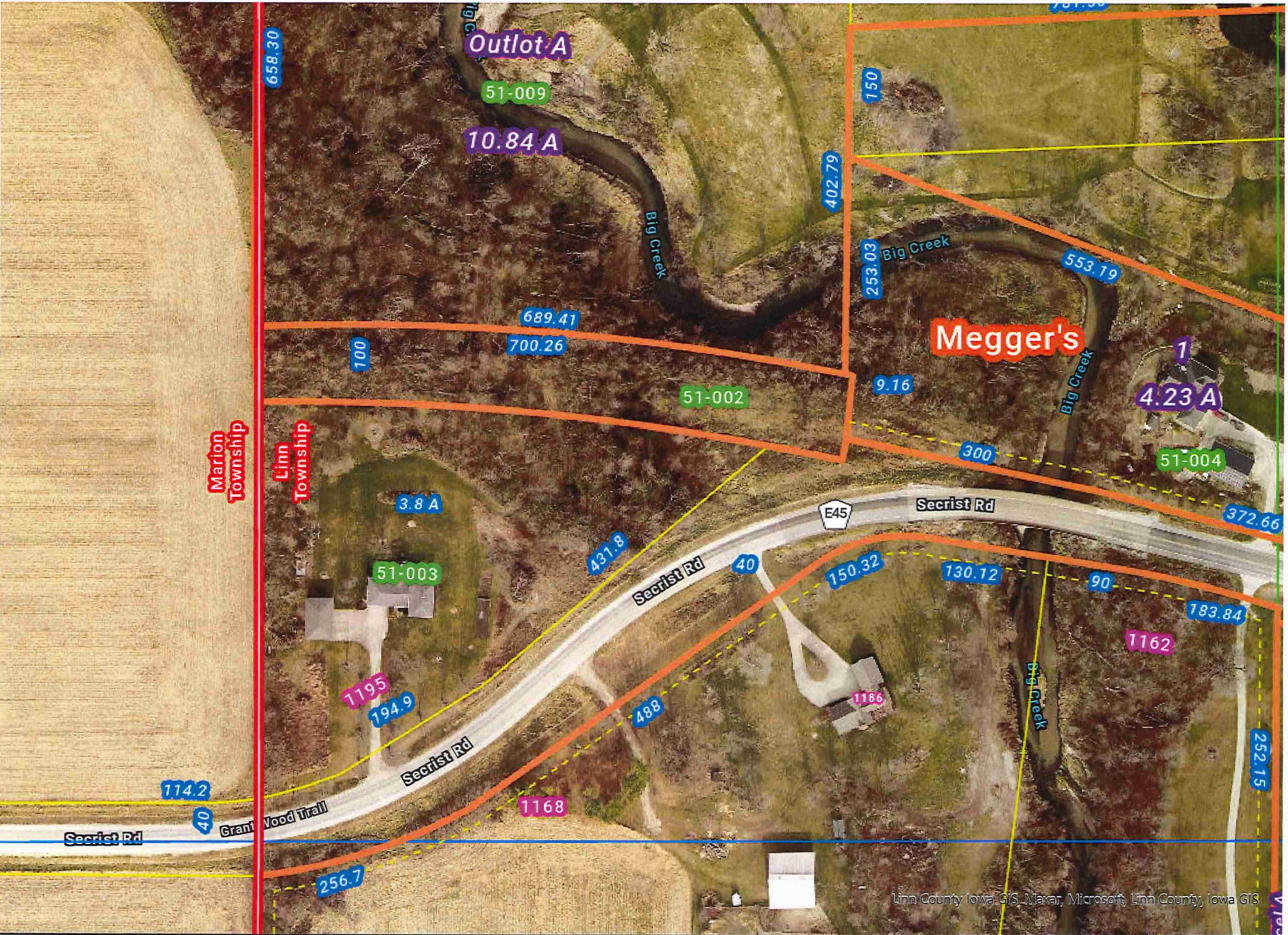
SURVEY PERFORMED:
JANUARY, 2021

ACQUISITION PLAT
Project Number: 218035

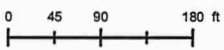
Drawn by: DJD
Checked by: DJD
Scale: 1"=100'
File Name: 218035

Client: LINN COUNTY, IOWA
10280 MORRIS HILLS RD
TODDVILLE, IA 52341
319-892-9050

ANDERSON-BOGERT
Sheet No.
1
of
1



Linn County Iowa GIS, Maxar, Microsoft, Linn County, Iowa GIS





DESIGN DYNAMICS, INC

119 14th STREET SE
CEDAR RAPIDS, IOWA 52403
PHONE: 319.298.0400
E-MAIL: ROBERTP@DESIGNDYNAMICS.BIZ
WWW.DESIGNDYNAMICS.BIZ

February 22, 2022

Linn county Conservation Department
10260 Morris Hills Road
Toddville, IA 52341

Dear Mr. Goemaat:

I am writing to outline my proposal for mechanical engineering services for the Wickiup Hill Outdoor Learning Center HVAC study project. I would like to thank you for the opportunity to work with you on this study. The project scope will consist of conducting a study of the existing mechanical systems for the building to determine possible equipment replacement and or upgrades. We have solicited West Plains Engineering to provide mechanical engineering services for the study and have included their proposal and fees in this proposal.

Proposed scope of services

The basic architectural and engineering services shall be performed by or under the direct personal supervision of an architect or engineer duly licensed in the state of Iowa and shall consist of the tasks outlined below.

Mechanical System Study

Initial meeting and site visit
Site investigation
Findings meeting
See WPE proposal for further scope information

Compensation

I propose a fixed fee of \$8,400.00 to be allocated as follows.

	DDI	WPE (mechanical engineering)
Study	\$800	\$7,600

Standard Rate Schedule

Principle Architect	\$ 140.00
Drafting Technician I	\$ 75.00
Secretarial	\$ 50.00

Additional Services

If additional work is required outside the project scope outlined above it would be billed for at the above hourly rates.

Reimbursable Expenses

All reimbursable expenses will be billed for at cost as they are accrued and will include such things as photocopies, mileage, and large format prints. West Plains Engineering is recommending that a test and balancing contractor be hired to determine some of the data that is required to do an accurate study. This study can be contracted directly or as a reimbursable.

Schedule

DDI and WPE will begin work once we have received a signed copy of this proposal and any background information necessary. DDI and WPE will complete the work in a timely manner.

Again, thank you for considering Design Dynamics, Inc. as part of the team for this project. If you have any questions regarding this proposal, please don't hesitate to call. Thank you.

Sincerely,



Robert W. Peck, AIA, LEED AP
President
Design Dynamics, Inc.

The following signature indicates acceptance of the proposal contained in the two pages of this letter.

Signature

Date

February 16, 2022

Robert Peck
Design Dynamics, Inc.
119 14th Street, SE
Cedar Rapids, Iowa 52403

Re: Proposal for Engineering Services
LCCD Wickiup Hill Heat Pump Study
Toddville, Iowa

We propose to provide mechanical and electrical engineering services necessary to review mechanical system operational issues and provide recommendations as discussed at a project meeting on site on February 8, 2022.

We propose to provide the basic design services for a fixed fee of:
SEVEN THOUSAND SIX HUNDRED DOLLARS (\$7,600).

This project was to provide a design for replacement of heat pumps and equipment controls serving the building. Additional well field loop capacity was also being considered. After operational issues were discussed, it was decided that a study was more appropriate to collect the facts, analysis the findings, and make recommendations.

The fee proposal is based on the following Scope of Work:

- The project consists of a study which includes reviewing the heating and other operational deficiencies with the existing ground-coupled heat pump system and existing controls.
- Review equipment repairs and replacements to further understand existing issues.
- Provide a summary report with recommendations for improvements and/or replacements.

Engineering Services for the project shall include the following:

- Perform site visit to survey existing conditions.
- Review balance reports if available, existing drawings or submittals, existing shop drawings, and any information concerning the heat pump well field.
- Work with a Test and Balancing Contractor to determine pump flow rates, temperatures, and pressure drops. Cost for test and balancing contractor to be a reimbursable expense not included in fee proposal. Estimated cost to be around \$2000.

- Electrical engineer to review equipment which is tripping off.
- Provide a summary report with existing conditions, analysis and recommendations.
- Attend review meetings with the Client and Owner.

Engineering Consultants fees are due and payable upon Client's receipt of corresponding related fees from Owner and shall be paid within ten (10) days thereof. All unpaid accounts shall be charged interest at the rate of 1% per month.

If the above is satisfactory, please sign/date and return a copy to this office:

Accepted By:
DESIGN DYNAMICS, INC.

By: _____

TITLE: _____

DATE: _____

Accepted By:
WEST PLAINS ENGINEERING, INC.

By: Michael D. Hesterman P.E.

TITLE: Mechanical Engineer

DATE: 2/16/2022

RESOLUTION NO. 2022 – 3 –

A RESOLUTION GRANTING FINAL APPROVAL AND CONFIRMING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED TOTAL COST FOR THE PRIORITY #1 LINN COUNTY FACILITIES DERECHO REPAIRS PROJECT

WHEREAS, the Linn County, Iowa Board of Supervisors (the “Board”) previously approved, in preliminary form, the proposed plans, specifications, form of contract, and estimated total project cost (the “Contract Documents”) prepared by Martin Gardner Architecture (the “Project Architect”) for the Priority #1 Linn County Facilities Derecho Repairs Project (the “Project”); and,

WHEREAS, Linn County published a Notice of Public Hearing on the Contract Documents in accordance with Iowa Code Section 331.305 and Iowa Code Chapter 26; and,

WHEREAS, the Board conducted a public hearing on the Contract Documents on March 7, 2022 in accordance with the published Notice of Public Hearing.

BE IT THEREFORE RESOLVED that the Board hereby grants final approval to the Contract Documents referred to in this Resolution, and confirms the prior Board action granting preliminary approval to the Contract Documents, and finding the Project necessary and desirable.

PASSED AND APPROVED this 7th day of March, 2022.

LINN COUNTY BOARD OF SUPERVISORS

Ben Rogers, Chair

Stacey Walker, Vice Chair

Louis J. Zumbach, Supervisor

Aye: ____

Nay: ____

Abstain: ____

ATTEST:

Joel Miller, Linn County Auditor