

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**

Wednesday, November 30, 2022

11 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.

Reports**Resolutions**

Resolution approving a 28E Agreement between Linn County and the City of Central City for Rental Housing and Property Maintenance Inspection services.

Resolution Abating Property Taxes Determined Impractical to Collect.

Contract and Agreements

Approve and authorize Chair to sign a 28E Agreement with the City of Cedar Rapids for a construction project to repair and overlay with hot mix asphalt on shared portions of Ushers Ferry Road from 42nd Street NE to Oak Creek Drive NE in the amount of \$258,200 as Linn County's portion.

Approve and authorize the Chair to sign an Agreement for a stipulated sum of \$18,777 with Emergent Architecture for the development of drawings and specifications for the Jean Oxley Public Service Center Treasurer's Office Glazing: Physical Protection Project

Licenses & Permits**Regular Agenda****Discuss and Decide on Consent Agenda****Minutes**

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

Discuss and decide on a Resolution to Approve a Final Plat for Rolling Hill Farms First Addition, case JF22-0024

Discuss and decide on a resolution to reject all bids for the Linn County Secondary Road District 1 Shop Building – Phase 2 Project

Public Hearing on the Proposed Plans, Specifications, Form of Contract, and Estimated Total Cost for the Linn County Secondary Road District 1 Shop Building – Phase 2 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.

Board Member Reports

Correspondence

Appointments

**1:30
Formal Board Room**

Review of proposed Fiscal Year 2024 budget for IT

Review of proposed Fiscal Year 2024 budget for Planning & Development

Review of proposed Fiscal Year 2024 budget for Juvenile Justice

Other budget discussions if necessary.

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.

Prepared by & to be returned to Linn County Planning & Development
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100 319-892-5130

**LINN COUNTY AND CITY OF CENTRAL CITY
AGREEMENT FOR RENTAL HOUSING AND PROPERTY MAINTENANCE
INSPECTIONS**

1. TITLE

Pursuant to Iowa Code Chapter 28E, this Agreement by and between Linn County, Iowa and the City of Central City, Iowa, shall be known as the *Linn County and City of Central City Agreement for Rental Housing and Property Maintenance Inspections*.

2. PURPOSE AND SCOPE

2.1 Purpose of Agreement. The purpose of this Agreement is to provide inspection services for Rental Housing and Property Maintenance Regulations of the City of Central City to protect the public health, safety and welfare.

2.2 Scope of Services. Linn County, through the Building Division of the Department of Planning and Development, shall provide services to inspect rental housing units and determine property maintenance violations as specified in the City's adopted Rental Housing Code and Property Maintenance Code. The Code Official shall be at all times an employee of Linn County and not an employee or agent of the City of Central City.

3. DEFINITIONS

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

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

Code Official: The Linn County Building Official who is the designated authority charged with the administration and enforcement of the Linn County *Rental Housing and Property Maintenance Codes*.

City: The City of Central City, Iowa.

Code: The current version of Chapter 105, Buildings and Building Regulations: Article VI and VII of the Linn County Code of Ordinances as adopted by Linn County, Iowa including amendments and recodifications in effect at the time of the inspection or investigation.

County: The County of Linn, Iowa.

Code Compliance Officer: The Code Compliance Officer employed with the Linn County Building Division under the direction of the Linn County Building Official.

4. PROCEDURES AND FEES

4.1 Place of Registration. Landlord and property registration will be made at the City of Central City, 137 4th Street North, Central City, IA. The City shall remit to the County a copy of all registered residential rental properties.

4.2 Fees. Applicant fees are to be paid directly to the City by the applicant. Monthly, the County will bill the City for all rental & property maintenance services performed within the City. The bill will include an itemized list of the rental and property maintenance services that were performed. The City shall remit payment to the County within 30 days of receipt of the bill. All fees paid by the City to the County shall be retained by the County. The City of Central City agrees to pay Linn County for inspection services based upon Linn County's adopted fee schedule for rental housing and property maintenance as established by Resolution number 2022-9-146 approved by BOS.

5. INSPECTIONS

5.1. Types of inspections. The County shall provide inspections in accordance with the adopted *Property Maintenance and Housing Codes*. Weed and junk vehicle complaints shall be handled by the city.

5.2. Notification. Notification of required rental housing and property maintenance inspections shall be made by the county to the owner or authorized agent.

5.3 Inspection requests. Property maintenance inspection requests shall be made by the City to the County. Customers will be directed to contact the city with complaints, concerns, and requests relating to property maintenance. Requests may be made via email or by telephone to the Linn County Building Division between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Twenty-four hour notice is required prior to an inspection.

5.4 Inspection times. The Code Compliance Officer will conduct inspections between the hours of 9:30 a.m. and 3:30 p.m., Monday through Friday. The County reserves the right to modify this inspection schedule to accommodate the Officer's schedules.

5.5 Certificate of Inspected Housing. A Certificate of Inspected Housing shall be issued by the county to the owner or authorized agent upon successfully passing inspection and valid for two (2) years once the residential rental unit has passed all required inspections per the Code.

6. ENFORCEMENT

Administration and enforcement of the Regulations shall be by the Code Official. Enforcement and prosecution of Code violations cited by the County shall be by the City.

7. RECORDS

7.1. Records maintenance. The County shall maintain records of Rental units, rental inspections, inspection results, certificates of inspected housing, property maintenance investigation requests, investigation results, and all notices of violations, beginning with the effective date of this Agreement, for a period of five years from the issuance date, unless this agreement is terminated sooner.

7.2 Billing statements. The County shall provide monthly statements that will reflect the number and type of inspections performed, and the number of certificates of inspected housing issued, and the costs due to County from City.

8. HOLD HARMLESS

The City of Central City 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. The parties reserve any and all defenses and immunities that each possess under State law.

9. APPEALS

Appeals of decisions or determinations relative to the application and interpretation of the Rental Housing and Property Maintenance Regulations shall be through the City in accordance with the Code.

The City shall provide decisions and findings in writing to the County.

10. 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.

11. DURATION OF AGREEMENT

This Agreement shall continue until terminated by either the County or the City.

12. TERMINATION

Either the County or the City may terminate this Agreement at any time by providing written notice at least three 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.

The County shall not be obligated to perform inspections after the termination date.

13. EFFECTIVE DATE

The effective date of this Agreement is January 1, 2023 or the date the certified Agreement is recorded at the Linn County Recorder, whichever is later.

Adam Griggs, Mayor
City of Central City

Ben Rogers, Chair
Linn County Board of Supervisors

Attest:

Shelly Annis, City Administrator

Joel Miller, Auditor

Prepared by & to be returned to Linn County Planning & Development
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100 (319) 892-5130

LINN COUNTY RESOLUTION #_____

**Linn County and City of Central City Agreement
For
Rental Housing and Property Maintenance Inspections**

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 Central City, Iowa under the title *Linn County and City of Central City Agreement for Rental Housing and Property Maintenance Inspections*, and

AND WHEREAS, the purpose for such agreement is to provide for the administration of the property maintenance and housing codes of the City of Central City by Linn County in order to protect the public health, safety, and welfare, and

AND WHEREAS, such agreement is in the best interests of Linn County and the City of Central City, and

NOW, THEREFORE, BE IT HEREBY 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 Central City, Iowa into an agreement entitled *Linn County and City of Central City Agreement for Rental Housing and Property Maintenance Inspections*.

Passed and approved this _____ day of _____, 2022.

LINN COUNTY BOARD OF SUPERVISORS

Ben Rogers, Chair

ATTEST:

Joel D. Miller, Linn County Auditor

RESOLUTION NO. 2022-

A RESOLUTION ABATING PROPERTY TAXES DETERMINED IMPRACTICAL TO COLLECT

WHEREAS, the Linn County Finance Director recommends that, based on a review of delinquent taxes by the County Treasurer, tax assessments that are unlikely to be collected should be removed from outstanding delinquent taxes in the County's property tax system; and

WHEREAS, the Board of Supervisors is empowered pursuant to 445.16, Code of Iowa, to abate taxes on the recommendation of the Treasurer, and

WHEREAS, the Board of Supervisors has received a written recommendation from the Treasurer that certain tax amounts currently outstanding are impractical to pursue for collection through available remedies due to the age of the assessment, the removal, destruction, or other loss of the assessed property, the acquisition of real property by governmental bodies, etc. and

WHEREAS, the Treasurer has provided descriptions of assessments which should be abated, and which are set out in supporting documents to this resolution.

NOW, BE IT THEREFORE RESOLVED by the Linn County Board of Supervisors, Linn County, Iowa, this date met in lawful session, that the taxes assessed against the real property listed in Exhibits A and B, attached hereto and made part of this resolution, in the total amount of \$25,699.08 are hereby abated:

BE IT FURTHER RESOLVED, the Linn County Board of Supervisors directs the County Treasurer to strike the amounts set out in the attached Exhibit A from the County property tax system.

PASSED AND APPROVED this ____ day of _____, 2022

LINN COUNTY BOARD OF SUPERVISORS

Chairperson

AYE:

NAY:

ABSTAIN:

Supervisor

Supervisor

RESOLUTION 2022-

ATTEST:

Joel Miller, Linn County Auditor

STATE OF IOWA)
) SS
COUNTY OF LINN)

I, Joel Miller, Linn County Auditor, hereby certify that at a regular meeting of the said Board, the foregoing

resolution was duly adopted by a vote of _____ aye, _____ nay, and _____ abstained from voting.

JOEL MILLER, LINN COUNTY AUDITOR

Subscribed and sworn to before me by the aforesaid on this _____ day of _____, 2022.

NOTARY PUBLIC
STATE OF IOWA

Exhibit A

This is a list of decks, sheds or other real estate in mobile home parks that are no longer assessed or have been removed and are impractical to collect. The total tax to abate is \$2549.00

103342600103038 – 1528 Apache Drive, Marion. Tax year 2011. \$16.00
103342600103058 – 1629 Apache Drive, Marion. Tax year 2011. \$2.00
103342600103065 – 1414 Blackhawk Drive, Marion. Tax year 2012. 15.00
103342600103150 – 1955 Blackhawk Drive, Marion. Tax year 2011. \$32.00
103345100103004 – 1220 Cherokee Drive, Marion. Tax year 2011. \$8.00
103345100103047 – 1331 Cherokee Drive, Marion. Tax years 2010-2011. \$36.00
103340100203104 – 1401 Cherokee Drive, Marion. Tax year 2012. \$9.00
103342600103090 – 1540 Cherokee Drive, Marion. Tax year 2012. \$32.00
103340100103104 – 6370 Christine Drive, Marion. Tax years 2006-2009. \$60.00
103337600203110 – 1397 Denali Drive, Marion. Tax year 2011. \$2.00
103345100503068 – 1298 Elizabeth Drive, Marion. Tax year 2014. \$12.00
103345100503084 – 1436 George Drive, Marion. Tax year 2015. \$34.00
103340100103125 – 1786 George Drive, Marion. Tax years 2006-2012. \$328.00
103340100203037 – 1966 George Drive, Marion. Tax year 2014. \$2.00
103340100103151 – 1510 Jackson Drive, Marion. Tax year 2011. \$2.00
103347600103045 – 1327 Mary Drive, Marion. Tax year 2011. \$8.00
103342600103035 – 1453 Navajo Drive, Marion. Tax year 2011. \$28.00
103342600103107 – 1703 Navajo Drive Marion. Tax year 2012. \$52.00
103342600103139 – 1883 Navajo Drive, Marion. Tax year 2011. \$34.00
112845101303208 – 440 Amberjack Drive, Hiawatha. Tax year 2013. \$18.00
112845101303111 – 415 Marlin Drive, Hiawatha. Tax years 2005-2015. \$262.00
112837600103136 – 144 Mango Drive, Hiawatha. Tax year 2012. \$4.00
112845101303201 – 532 Sailfish Drive, Hiawatha. Tax years 2010-2012. \$70.00
112837600103013 – 175 Tiki Terrace, Hiawatha. Tax year 2013. \$5.00
112925100303148 – 4035 Chickadee Lane, Hiawatha. Tax years 2012-2013. \$40.00
112925100303060 – 4021 Flicker Lane, Hiawatha. Tax years 2006-2009. \$30.00
112925100303155 – 2728 Morning Dove Lane, Hiawatha. Tax years 2014-2015. \$20.00
113332600103043 – 209 Sunset Lane, Hiawatha. Tax year 2011. \$14.00
113332600103037 – 236 Sunset Lane, Hiawatha. Tax years 2010-2012. \$6.00
113325200403034 – 50 Wright Drive, Hiawatha. Tax years 2008-2012. \$20.00
093045200103015 – 2600 Carlton Lane Lot 23, Springville. Tax years 2011-2015. \$254.00
093045200103046 – 2600 Carlton Lane Lot 38, Springville. Tax years 2015-2016. \$8.00
140215200103068 – 400 Lindale Drive Lot 28, Marion. Tax years 2008-2015. \$56.00
140213100703018 – 400 Lindale Drive Lot 105, Marion. Tax years 2011-2012. \$84.00
140213100703012 – 400 Lindale Drive Lot 108, Marion. Tax year 2013. \$9.00
150512600103225 – 35 Ash Drive, Marion. Tax year 2012. \$12.00
150512600103217 – 44 Ash Drive, Marion. Tax years 2012-2016. \$129.00
150512600103213 – 48 Ash Drive, Marion. Tax year 2013. \$15.00
150512600103239 – 77 Birch Drive, Marion. Tax year 2014. \$2.00
150512600103291 – 152 Cedar Drive, Marion. Tax years 2011-2016. \$194.00
150512600103152 – 256 Lortz Drive, Marion. Tax years 2013-2015. \$210.00
150512600103143 – 271 Lortz Drive, Marion. Tax year 2012. \$12.00
150512600103112 – 331 Neta Drive, Marion. Tax year 2012. \$4.00
150512600103347 – 163 Cedar Drive, Marion. Tax year 2014-2016. \$40.00
150512600103425 – 347 Neta Drive, Marion. Tax years 2014-2016. \$41.00
150512600103087 – 360 Neta Drive, Marion. Tax years 2010-2012. \$166.00
150512600103439 – 286 Wroble Drive, Marion. Tax year 2014. \$12.00
150512600103421 – 297 Wroble Drive, Marion. Tax years 2013-2015. \$30.00
150512600103368 – 307 Wroble Drive, Marion. Tax year 2012. \$14.00
170347700203062 – 1225 1st Ave NW Lot 1, Mount Vernon. Tax years 2014-2015. \$56.00

Exhibit B

This is a list of real estate acquired by governmental authorities, now exempt and non-taxable. The total tax to abate is \$23,150.08

043145100100000 – part of Blue Creek Natural Area, no longer leased for crop, owned by Linn County. Abate \$1018.00

070315400100000 – 161 4th St N, Central City. Parcel was acquired by City of Central City in 2021 for expansion of fire station/office/civic center. Now exempt. Abate \$768.00

103047701300000 – Parcel in English Glen 2nd, Abbey Road, Marion. dedicated to City of Marion for stormwater management. Abate \$130.00

112340200100000 – 1000 Oak Park Trail, dedicated to City of Marion for stormwater management. Abate 34.00

112340400800000 – 1003 Oak Park Trail, dedicated to City of Marion for stormwater management. Abate \$106.00

112340402600000 – Prairie Trail, dedicated to the City of Marion for stormwater management. Abate \$48.00

113042600100000 – 4301 Tower Terrace Road, Cedar Rapids. Parcel acquired by Iowa DOT for Tower Terrace ramp project. Abate 2020 tax \$1024.00

131017600100000 – 4000 Old Ferry Road, Palo. Parcel was part of Iowa DOT buyout for Highway 100 extension project. Abate 2014 tax \$1012.00

132415301600000 – 4150 Jackson Dr NW, Cedar Rapids. This is adjacent to Jackson Park and Jackson Elementary School. Acquired by Cedar Rapids School District. Tax proration applied, now exempt. Abate 2289.08

1404205002000000 – roadway at Blairs Ferry road between Apartments and HyVee Drug. Was privately owned, City of Cedar Rapids acquired via tax sale. Abate \$696.00

142018700700000 – 1323 Ellis Blvd NW, Cedar Rapids. Parcel was acquired by City of Cedar Rapids for Ellis Blvd Redevelopment. Abate \$1336.00

142227701100000 – 1500 2nd Ave SE, Cedar Rapids. January 2022 acquisition for permanent overflow shelter. Tax proration applied, abate balance of \$6294.00

142830100100000 – 86 8th Ave SW, Cedar Rapids. Acquired by Cedar Rapids in March 2022. Proration applied, property demolished. Abate balance of \$621.00

143112700400000 – 1703 23rd Street SW, Cedar Rapids. Parcel was acquired by City of Cedar Rapids for street right of way. Abate \$396.00

150621900100000 – portion of 2097 6th Ave, Marion. City of Marion acquired portion of this property. Tax proration applied, abate remaining balance of \$96.00

151925100200000 – property lying near Green Valley Terrace SE, acquired by City of Cedar Rapids for development of Interurban Trail. Abate \$334.00

151625100200000 - portion of Dows Farm property now part of Wanatee Park, owned by Linn County.
Abate \$542.00

151627600100000 – portion of Dows Farm property now part of Wanatee Park, owned by Linn County.
Abate \$1142.00

151630100100000 - portion of Dows Farm property now part of Wanatee Park, owned by Linn County.
Abate \$1426.00

151632600100000 – portion of Dows Farm property now part of Wanatee Park, owned by Linn County.
Abate \$1204.00

151635100100000 - portion of Dows Farm property now part of Wanatee Park, owned by Linn County.
Abate \$1292.00

151637600100000 – portion of Dows Farm property now part of Wanatee Park, owned by Linn County.
Abate \$1332.00

171340100200000 – Vacant land described as That Point NE SE Lying NW'ly of Road in Section 13,
Township 82, Range 12. Property acquired by Iowa DOT for Highway 30 right of way at Lisbon Blvd
interchange. Abate \$10.00

Prepared By: City of Cedar Rapids Public Works Dept., 500 15th Avenue SW, Cedar Rapids, IA 52404, (319) 286-5776
Return To: Linn County Auditor, 935 2nd Street SE, Cedar Rapids, IA 52404, (319)892-5300

COUNTY AND CITY PROJECT AGREEMENT

This agreement (“Agreement”) entered into this _____ day of _____, by and between Linn County, Iowa, hereinafter referred to as County, and the City of Cedar Rapids, hereinafter referred to as City.

WHEREAS, both the County and the City are a public agency as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, both the City and County desire to have the City plan, design, and let for bidding a construction project to repair and overlay with hot mix asphalt (HMA) the existing pavement on Ushers Ferry Road from 42nd Street NE to Oak Creek Drive NE (“Project”), and

WHEREAS, portions of the Project will be constructed within Linn County, Cedar Rapids, and shared jurisdictional limits, and

WHEREAS, the City and the County have informed themselves as to the proposed improvement and agree that cooperative action is in the public interest in completing the Project.

IT IS NOW AGREED that the City and County enter into this agreement pursuant to Chapter 28E of the Code of Iowa providing for cooperative action as follows:

- 1) **PURPOSE** – The purpose of this Agreement is to accomplish the proposed Project in accordance with the Scope of Work set forth below, and to outline the obligations of the parties hereto.
- 2) **CONSIDERATION** – The parties acknowledge and agree that completion of the Project is to the mutual benefit of the parties and is satisfactory consideration for their obligations herein.
- 3) **ADMINISTRATION** – The City shall be responsible for the administration of the Project.
- 4) **SCOPE OF WORK** – The Project shall consist of the design, letting, and construction of

improvements to Ushers Ferry Road per plans and specifications produced by the City. Work includes hot mix asphalt paving, any needed patching and grade repair, staking, inspection, and other items necessary to satisfactorily complete the Project as determined by the City as administrator of the Project.

- 5) FINANCING – The Project shall be jointly funded by the City and County. The City shall pay the upfront cost of the Project and shall seek reimbursement from the County as follows:
 - a) The County agrees to pay to the City the entirety of the actual Project costs (including but not limited to design, inspection, plan preparation, construction, etc.) for those portions of the Project constructed within its corporate limits, as such limits exist at the time the Project is complete.
 - b) The County shall pay to the City an additional 7.5% as administration fees.
 - c) Payment shall be made to the City by the County within thirty (30) days of receipt of an invoice in form and sufficiency acceptable to the County.
 - d) The total Project cost is estimated in **Exhibit A**. The final costs will be based on actual Project costs.
- 6) TERM; EXPIRATION AND TERMINATION – This Agreement shall commence on the date that both parties sign this Agreement and shall continue until the terms of this Agreement are fulfilled. This Agreement will automatically expire upon final acceptance of the Project by the City and final settlement of the financial conditions set forth in paragraph 5 herein. This Agreement may only be earlier terminated upon the mutual written agreement of the parties. Nothing herein shall relieve the parties of any obligations incurred prior to termination.
- 7) INDEMNIFICATION – The City and County agree to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, suits, judgments, costs, and expenses by any person or persons arising out of any acts or omissions by the City or County, or the officers, agents, or employees of either in the course of any work done in connection with any of the matters set forth in this agreement.
- 8) EXECUTION – This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original and which together shall constitute one and the same instrument. In addition, the parties agree that this Agreement may be executed by electronic, pdf or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.
- 9) SEVERABILITY – If any section, provision or part of this Agreement shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.
- 10) APPLICABLE LAW – This agreement will be administered in accordance with applicable federal, state, and local laws
- 11) CHAPTER 28E PROVISIONS. There will be no new or separate legal or administrative entity created by this Agreement. Neither party shall, in furtherance of this Agreement, acquire any real or personal property. The City will file this Agreement with the Iowa Secretary of State as required by law following its execution.

Executed in triplicate, each of which shall constitute as original, by Linn County on the _____ day of _
_____, _____, and by the City on the _____ day of _____, _____.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

ATTEST:

LINN COUNTY AUDITOR

CITY OF CEDAR RAPIDS

ATTEST:

CITY CLERK

City of Cedar Rapids Public Works
Project Estimate
Project: Ushers Ferry Road NE from 42nd Street to Oak Creek Drive
Type of Work: HMA Overlay
Letting Date: 2023
Date: 11/16/2022

Item Number	Item Code	Item	Unit	Estimated Quantity	Unit Price	Amount
1	2010-D-3	Topsoil, Off-site	CY	200.0	\$ 26.00	\$ 5,200.00
2	5020-I-CR	Valve Box Adjustment	EA	1.0	\$ 500.00	\$ 500.00
3	7021-A-0	HMA Overlay, Intermediate Course, 58-28S	TON	550.0	\$ 110.00	\$ 60,500.00
4	7021-A-0	HMA Overlay, Surface Course, 58-28S	TON	830.0	\$ 110.00	\$ 91,300.00
5	7021-A-0	HMA Overlay, Base Course, 58-28S	TON	830.0	\$ 110.00	\$ 91,300.00
6	7040-G-0	Milling, Surface Notch	SY	300.0	\$ 12.00	\$ 3,600.00
7	8030-A-0	Temporary Traffic Control	LS	1.0	\$ 5,000.00	\$ 5,000.00
8	9010-A-0	Conventional Seeding, Fertilizing, and Mulching	AC	0.5	\$ 10,000.00	\$ 5,000.00
9	11020-A-0	Mobilization	LS	1.0	\$ 20,000.00	\$ 20,000.00
Total					\$	282,400.00

**TOTAL + 10%
CONTINGENCE** \$ **310,640.00**

**TOTAL + 7.5%
ADMINISTRATION** \$ **333,938.00**

TOTAL (rounded)	\$ 334,000.00	
Jurisdiciton Split	Cedar Rapids (730 LF) \$ 75,800.000	Linn County (2490 LF) \$ 258,200.00

AIA® Document B105™ – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-sixth day of October in the year Two Thousand Twenty-Two
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Linn County, State of Iowa
Jean Oxley Public Service Center
935 Second Street SW
Cedar Rapids, IA 52404

and the Architect:
(Name, legal status, address and other information)

Emergent Architecture
3801 River Ridge Dr NE
Cedar Rapids, IA 52402
Telephone Number: 319.393.9334

for the following Project:
(Name, location and detailed description)

Jean Oxley Public Service Center: Treasurer - Glazing: Physical Protection

Cedar Rapids, Iowa

Develop drawings and specifications to incorporate glazing in the Treasurer's area between the Treasurer's staff and the adjacent public lobby. This glazing will provide a physical separation only between Treasurer's staff and the public.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Consulting services for electrical, mechanical, or plumbing services that may be required for the project will be provided by the Owner. The Architect, if requested by the Owner, will incorporate these additional services into the agreement by addendum including an adjustment to the total fee for those services.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Stipulated Sum of Eighteen Thousand, Seven Hundred Seventy-Seven Dollars (\$18,777.00).

The Owner shall pay the Architect an initial payment of zero dollars (\$ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred for the Project, plus fifteen percent (15%).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of one percent (1%) per month, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond twelve (12) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

Limitation of Liability:

In recognition of the relative risks and benefits of the Project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect to the Owner shall not exceed the Architect's total fee for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Nothing in this Agreement constitutes a waiver of defenses available to the Owner under Chapter 670 of the Code of Iowa.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Ben Rogers, Chair, Linn County Board of Supervisors

(Printed name and title)

ARCHITECT (Signature)

Gary Landhauser, Principal Architect

(Printed name, title, and license number, if required)

Init.

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING A FINAL PLAT

WHEREAS, a final plat of Rolling Hill Farms First Addition (Case #JF22-0024) to Linn County, Iowa, containing five (5) lots, numbered Lot 1, Lot 2, and Lot 3, lettered Lot A and Outlot A, has been filed for approval, a subdivision of real estate located in Section 01, Township 85 North, Range 06 West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the N ¼ Corner of said Section 1; thence S35°15'37"E along the north line of said Parcel A, 405.74 feet; thence N31°40'22"E, 196.79 feet; thence N84°54'19"E, 144.42 feet to the NW Corner of Parcel A, Plat of Survey No. 2639; thence S01°01'49"E along the west line of said Parcel A, 994.81 feet; thence S36°15'33"E along said west line, 906.53 feet; thence S04°14'30"E along said west line, 710.92 feet to the south line of Parcel A, said Amended Plat of Survey No. 2602; thence S89°58'29"W along said south line, 1263.44 feet to the SW Corner of said Parcel A; thence N01°19'48"W along the west line of said Parcel A, 2882.05 feet; thence N88°40'38"E, 234.82 feet to the Point of Beginning, containing 53.22 acres which includes 1.74 acres of road right of way.

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 September 21, 2022 as last amended on October 17, 2022 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

1. Road and other improvements as required in the Unified Development Code, Article IV, Section 107-72, § 2 (g), (h), (i), & (j). The Property owner shall pay the cost of paving the shoulders centered on both Sawyer Road accesses at \$6/sq ft for 6' x 40' (240 sq ft) for a total cost of \$1,200.00 for each access or a grand total of \$2400.00. Work shall be completed by Linn County. Payment is due prior to approval of the Final Plat by the Board of Adjustment.
2. 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.
3. Road agreement for road improvement and conditions applicable to Final Plat cases. County Standard Specifications, Section 1.
4. Proposed driveway locations are required to be shown on the address plat for preliminary addressing. Actual address may change at time of driveway placement to reflect accurate address. Address assigned by Linn County Secondary Road Department, 319-892-6400.

IOWA DEPARTMENT OF TRANSPORTATION

1. Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT

No conditions to be met.

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. Land disturbance greater than 1 acre in size, not associated with agricultural crop production, will require a NPDES permit granted by the Iowa Department of Natural Resources.
3. Submit erosion and sediment control plan for review and acceptance prior to issuance of a building permit. If planned disturbed area meets or exceeds 1 acre, an NPDES permit is required.
4. Applicant shall complete and submit a Land Disturbing Affidavit to the Linn County Soil and Water Conservation District as required by Iowa Code.

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. Various revisions to the site plan and final plat.
2. 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.
3. This plat lies within the 2-mile jurisdiction of the City of Central City. 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 right to review must be provided.
4. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
5. 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.
6. The final plat bound documents must be approved by the Linn County Board of Supervisors on or before **OCTOBER 17, 2023** 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 UDC.
7. One original and one complete copy 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

- i. 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 UDC.
- ii. Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
- iii. Ten original signed plat drawings
- iv. A covenant for a secondary road assessment

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 November 23, 2023, to be valid.

Passed and approved this 30th day of November, 2022

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 _____, 2022.

Notary Public State of Iowa