

BOARD OF SUPERVISORSDistrict 1 | **Kirsten Running-Marquardt**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

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Wednesday, March 1, 2023

10 a.m.

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

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

Consent Agenda

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

Resolutions

Resolution to approve a final plat for Kellogg Acres, case JF22-0025.

Resolution to approve a Land Preservation Parcel Split for Rose Farmstead Second Addition, case JLPS23-0001.

Resolution to approve a Final Plat for Rose Farmstead First Addition, case JF23-0002

Resolution to award contract for project FM-C057(161)—55-57, a bridge replacement on N Center Point Road over East Otter Creek, to Jim Schroeder Construction, Inc., in the amount of \$1,396,440.33 and authorize Bradley J. Ketels, County Engineer, to execute the contract.

Resolution to transfer ownership of Local Bridge #1053 and FHWA #220850 from the Linn County Secondary Road Department to the Indian Creek Nature Center for \$1.00.

Contract and Agreements

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and City of Hiawatha for the Hiawatha Northwood Drive Storm Sewer Improvements Project in the amount of \$310,000.00.

Approve Change Order Number 3 to the Contract with Unzeitig Construction for the Linn County Correctional Center Video Visitation Project by adding \$8,953 to supply and install new cabinets, and authorize the Chairperson to sign the Change Order

Approve Change Order Number 4 to the Contract with Unzeitig Construction for the Linn County Correctional Center Video Visitation Project by adding \$8,392 to adjust electrical items, and authorize the Chairperson to sign the Change Order

Approve Change Order Number 5 to the Contract with Unzeitig Construction for the Linn County Correctional Center Video Visitation Project by adding \$1,549 to enlarge a window in a door, and authorize the Chairperson to sign the Change Order

Approve purchase order PO443 in the amount of \$7,350.00 to Esco Electric CO for the wiring installation of the new chiller at the Correctional Center

Approve purchase order PO444 in the amount of \$9,284.74 to CDW Govt for cloud log monitoring for the IT department.

Licenses & Permits

Approve Gardner Golf Course Liquor License, 5101 Golf Course Rd., noting all conditions have been met.

Approve Liquor License for Airport National Golf Course, 3001 Wright Brothers Blvd. E, Ely, retroactive to February 27, 2023, noting all conditions have been met.

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Payroll Authorizations

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

Claims--Discuss and decide on claims.

Third and final consideration of Ordinance Amendment, rezoning case JR22-0007, request of Nathan & Carrie Kellogg, owners, to rezone 12.73 acres located in the 3600 Blk of N Center Point Rd from the RR1 (Rural Residential 1-Acre) zoning district to the AG (Agricultural) zoning district.

First reading of an Ordinance Amending Chapter 20 of the Code of Ordinances, Linn County, Iowa by Amending Sections in Article III Relating to the Linn County General Assistance Program

First reading of an Ordinance Amending Chapter 24 of the Code of Ordinance, Linn Count Iowa by Amending Provisions in Article II relating to the time of Imposition of a Local Sales and Services Tax

Discuss and decide on proceeding with issuing approximately \$10 million in Conservation, Land, Water and Legacy Bonds

Discuss and decide on a 5-year contract between Linn County and IBEW Assistant County Attorneys effective July 1, 2023

Request authorization to sign a Service Agreement with AIG/Corebridge to provide deferred compensation services to Linn County

Approve and authorize Chair to sign an Update Authorized Signer Letter for Linn County Deferred Compensation Program administration

Discuss and decide on a Resolution Awarding Contract for the Linn County Secondary Roads 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

Legislative Update

Discuss and decide on action related to proposed legislation

Correspondence

Appointments

**1:30 P.M.
Formal Board Room**

Review of proposed Fiscal Year 2024 budget

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.

RESOLUTION # _____

APPROVING A FINAL PLAT

WHEREAS, a final plat of Kellogg Acres (Case #JF22-0025) to Linn County, Iowa, containing three(3) lots, numbered Lot 1, Lot 2, and Lot 3, has been filed for approval, a subdivision of real estate located in the SESE of Section 36, Township 85 North, Range 8 West of the 5th P.M., Linn County, Iowa, described as follows:

Lot 2 of Otter Creek Second Addition in accordance with the plat thereof recorded in Book 3077, Page 74 of the Records of the Linn County Recorder's Office. Said Tract of Land contains 12.73 Acres and is 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 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 shoulder centered on N Center Point Road access at \$6/sq ft for 6' x 40' (240 sq ft) for a total cost of \$1,200.00. Work shall be completed by Linn County. Payment is due prior to approval of the Conditional Use Permit 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 within County right-of-way 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. A site plan showing the footprint of proposed structures and septic systems and wells shall be submitted and accepted by the NRCS office prior to plat approval.
4. Wet soils may adversely impact possible home and septic site(s). Clarify plans for subsurface drainage with USDA Natural Resources Conservation Service (NRCS).

5. Applicant shall develop and implement a conservation plan to be filed with the Linn Soil and Water Conservation District on remaining agricultural land associated with this case.

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. Placement of all future structures on proposed lots shall be limited to either side of the tax district dividing line. Building and Zoning permits shall not be approved for any principal or accessory structure that intersects with any portion of the tax district dividing line.
3. 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.
4. This plat lies within the 2-mile jurisdiction of the City of Hiawatha and the City of Robins. 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.
5. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
6. 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.
7. 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.
8. 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 **March 1, 2024**, to be valid.

Passed and approved this 1st day of March 2023

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

Linn County Board of Supervisors
March 1, 2023
Resolution # _____
JF22-0025
Page 4 of 4

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 _____, 2023.

Notary Public State of Iowa

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING A LAND PRESERVATION PARCEL SPLIT

WHEREAS, a Land Preservation Parcel Split of Rose Farmstead Second Addition (Case # JLPS23-0001) to Linn County, Iowa, containing two (2) lots, numbered lot 1 and lettered outlot A has been filed for approval, a subdivision of real estate located in the SWNW of Section 4, Township 83 North, Range 5 West of the 5th P.M., Linn County, Iowa, described as follows:

Lot 2, Rose Farmstead First Addition to Linn County, Iowa

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 December 21, 2022 as last amended on January 17, 2023 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. Road agreement for conditions applicable to Land Preservation Parcel Split cases. County Standard Specifications, Section 1.

IOWA DEPARTMENT OF TRANSPORTATION

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

LINN COUNTY PUBLIC HEALTH DEPARTMENT

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

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.

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. Final Plat (case JF23-0002) shall be recorded prior to recording of Land Preservations Parcel Split (case JLPS23-0001).
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 Springville, and as per the 28E Agreement between the City and the County, will require City approval or a waiver of the right to review.
6. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
7. Outlot A will require a Land Preservation Parcel Split deed restriction. As a part of the final plat, the lot will be non-buildable until brought into conformance with the Linn County UDC and will require the note: "This parcel may only be developed in accordance with all development regulations in effect at the time development is proposed" on the plat.
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 1 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
 - (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) Ten original signed plat drawings
 - (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 **JANUARY 17, 2024**, 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 March 1, 2024, be valid.

Passed and approved this 1st day of March 2023

Linn County Board of Supervisors

Chair

Vice Chair

Vice Chair

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 _____, 2023.

Notary Public State of Iowa

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING A FINAL PLAT

WHEREAS, a final plat of Rose Farmstead First Addition (Case #JF23-0002) to Linn County, Iowa, containing three (3) lots, numbered Lot 1 and Lot 2 and lettered Lot A, has been filed for approval, a subdivision of real estate located in the SWNW of Section 04, Township 83 North, Range 05 West of the 5th P.M., Linn County, Iowa, described as follows:

Commencing as a point of reference at the W $\frac{1}{4}$ Corner of said. Section 4; thence N89°41'05"E along the south line of said NW FRL $\frac{1}{4}$, 820.00 feet to the Point of Beginning; thence N00°18'55"W, 245.00 feet; thence S89°41'05"W, 540.21 feet; thence N02°45'55"W, 785.83 feet to the south line of Parcel A, Plat of Survey No. 500; thence S89°18'54"E along said south line of Parcel A, 250.30 feet; thence NE-ly along said south line of Parcel A, on an arc of 1329.11 feet of a 4131.56-foot radius curve to the left, having a chord length of 1323.39 feet, bearing N78°45'52"E; thence N21°29'54"W along said south line, 100.02 feet; thence N68°30'06"E along said south line, 900.91 feet to the east line of said NW FRL $\frac{1}{4}$; thence S01°10'55"E along said east line, 1695.43 feet to the Center of said Section 4; thence S89°41'05"W along the south line of said NW FRL $\frac{1}{4}$, 1805.43 feet to the Point of Beginning, containing 64.59 acres which includes 1.87 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 December 21, 2022 as last amended on January 17, 2023 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. Forty feet from the center of the existing right-of-way of Paralta Road.
3. Road agreement for conditions applicable to Final Plat Cases. County Standard Specifications, Section 1.

IOWA DEPARTMENT OF TRANSPORTATION

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

LINN COUNTY PUBLIC HEALTH DEPARTMENT

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

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

NATURAL RESOURCES CONSERVATION SERVICE

1. Show approximate location of natural drainage ways and a note restricting building within the natural drainage way should be shown on the final plat. Contact the NRCS office for widths and building restriction requirements.
2. 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. Clarify plans to address potential wetland area with NRCS.

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. Final Plat case JF23-0002 shall be recorded prior to recording of the accompanying Land Preservation Parcel Split case JLPS23-0001.
3. 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.
4. This plat lies within the 2-mile jurisdiction of the City of Springville, and as per the 28E Agreement between the City and the County, will require City approval or a waiver of the right to review.
5. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
6. 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.
7. The final plat bound documents must be approved by the Linn County Board of Supervisors on or before **JANUARY 17, 2024** 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.
8. 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 March 1, 2024, to be valid.

Passed and approved this 1st day of March 2023

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 _____, 2023.

RESOLUTION

WHEREAS, the Board of Supervisors, hereafter referred to as “the Board”, believes FM-C057(161)--55-57, hereafter referred to as “the project” is in the best interest of Linn County, Iowa, and the residents thereof. The project is defined as : a bridge replacement on N Center Point Road, over East Otter Creek, and

WHEREAS, the Board has sought appropriate professional guidance for the concept and planning for the project and followed the steps as required by the Code of Iowa for notifications, hearings, and bidding/letting; and

WHEREAS, The Board finds this resolution appropriate and necessary to protect, preserve, and improve the rights, privileges, property, peace, safety, health, welfare, comfort, and convenience of Linn County and its citizens, all as provided for in and permitted by section 331.301 of the Code of Iowa; and

IT IS THEREFORE RESOLVED by Board to accept the bid from Jim Schroeder Construction, Inc., in the amount of \$1,396,440.33 and awards the associated contract(s) to the same;

BE IT FURTHER RESOLVED that all other resolutions or parts of resolutions in conflict with this resolution are hereby repealed. If any part of this resolution is adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution or action of The Board as a whole or any part thereof not adjudged invalid or unconstitutional. This resolution shall be in full force and effect from and after the date of its approval as provided by law; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Linn County, Iowa, that after receiving the necessary contract documents, including but not limited to, the contractor’s bond and certificate of insurance, Bradley J. Ketels, the County Engineer for Linn County, Iowa, be and is hereby designated, authorized, and empowered on behalf of the Board of Supervisors of said County to execute the contracts in connection with the afore awarded construction project let through the DOT for this county.

Dated at Cedar Rapids, Iowa, this 1st day of March 2023.

Board of Supervisors of Linn County, Iowa

ATTEST:

By _____
County Auditor

SEAL

RESOLUTION NO. 2023 - 3 -

A RESOLUTION DECLARING SURPLUS COUNTY PROPERTY AND AUTHORIZING ITS DISPOSAL

WHEREAS, the Linn County Secondary Road Department is in possession of a bridge identified as: Local Bridge #1053 and FHWA #220850

WHEREAS, said bridge no longer meets the needs of the Linn County Secondary Road Department, but is still usable to another organization; and,

WHEREAS, Indian Creek Nature Center is a non-profit organization that will accept the transfer of ownership for said bridge for use by the Indian Creek Nature Center for public purpose and use; and,

WHEREAS, it is in the best interest of the public to transfer ownership of said bridge to Indian Creek Nature Center in exchange for One Dollar (\$1.00).

BE IT THEREFORE RESOLVED the Linn County Board of Supervisors, this date met in lawful session, declares that the bridge in possession of the Linn County Secondary Road Department identified as Local Bridge #1053 and FHWA #220850 is surplus property.

BE IT FURTHER RESOLVED the Linn County Board of Supervisors finds that there is no further public use by Linn County for this property and authorizes the Linn County Secondary Road Department to transfer ownership of the same to the Indian Creek Nature Center upon receipt for One Dollar (\$1.00) with the understanding that the Indian Creek Nature Center accepts said bridge "as is" without warranty, guarantee, or representation of any kind, expressed or implied, and assumes all responsibility for the proper use, any required maintenance, and ultimately the disposal of said bridge.

Passed and approved this day of March, 2023.

LINN COUNTY BOARD OF SUPERVISORS

Louis Zumbach, Chair

Ben Rogers, Vice Chair

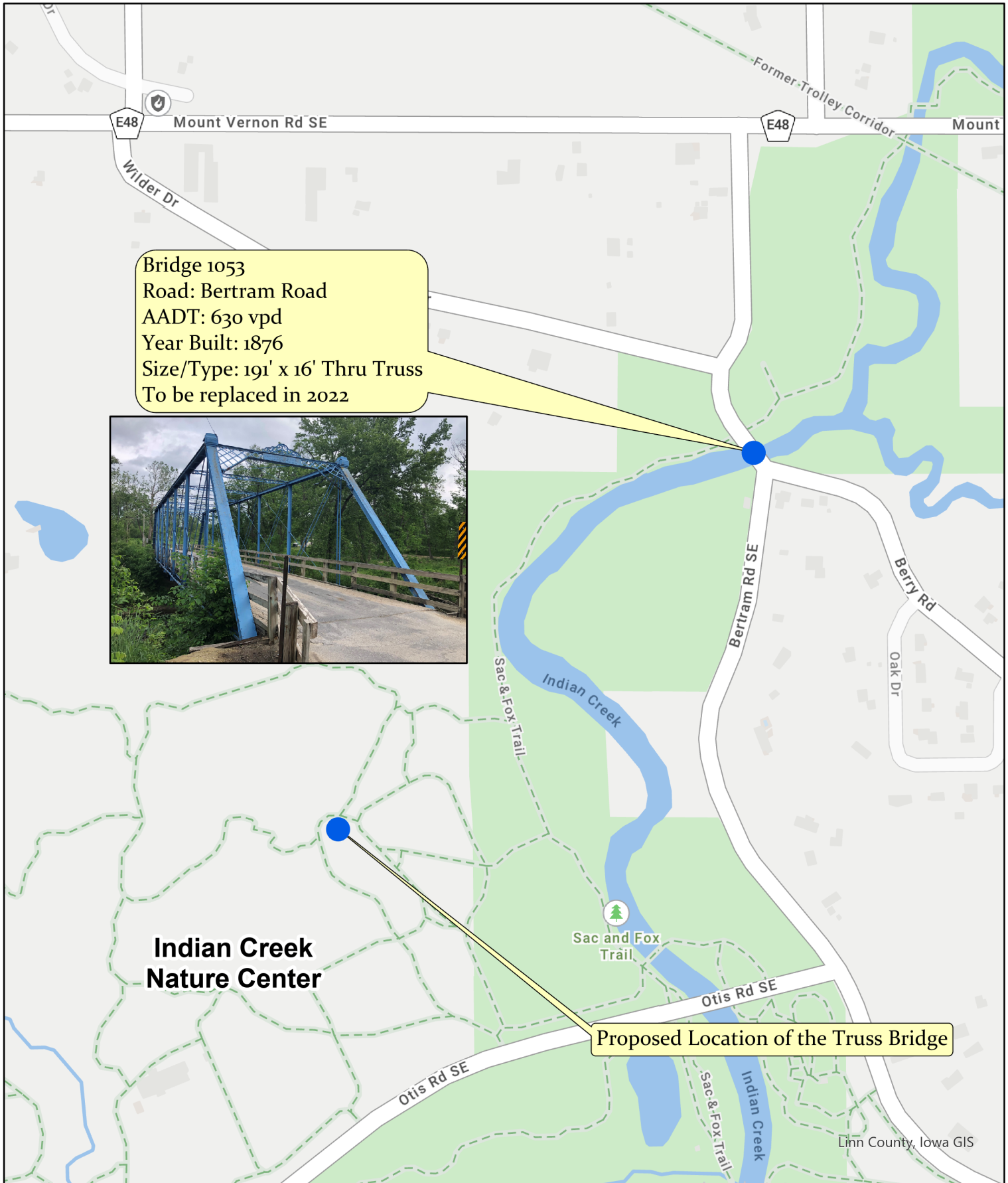
Kirsten Running-Marquardt, Supervisor

Aye: _____ Nay: _____ Abstain: _____

ATTEST:

Joel Miller, Linn County Auditor

Bertram Bridge Relocation





AMERICAN RESCUE PLAN ACT SUBAWARD AGREEMENT

Federal Awarding Agency: U.S. Department of the Treasury

Federal Award Number: SLFRP0336

Assistance Listing (CFDA): 21.027 Coronavirus State and Local Fiscal Recovery Fund

Federal Award Date: May 19, 2021

Subaward Number: WATER2022-202

Pass-Through Entity (PTE):	Subrecipient:
Linn County, Iowa	City of Hiawatha
935 2 nd Street SW	101 Emmons Street
Cedar Rapids, IA	Hiawatha, IA 52233
	UEI #: W2NAW1KK8BQ3
Subaward Budget Period Start date: 11/1/2022 End date: 12/31/2023	
Period of Performance Start date: 11/1/2022 End date: 12/31/2023	
Amount of federal funds obligated by this action: \$310,000.00	
Total amount of the federal funds obligated to the Subrecipient: \$310,000.00	
Total amount of the federal funds committed to the Subrecipient: \$310,000.00	
Project Title: Hiawatha Northwood Dr Storm Sewer Improvements Project	
Is Project for Research & Development? ☐ Yes ☒ No	

1. Purpose.

The purpose of this Agreement is to set forth the terms and conditions under which Linn County ("County") will provide American Rescue Plan Act ("ARPA") grant funding ("Subaward") to City of Hiawatha ("Subrecipient") for reimbursement of **Hiawatha Northwood Dr Storm Sewer Improvements Project**.

This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa and federal regulations.

Subrecipient's performance under this Agreement is subject to the applicable requirements published in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Title 2 of the United States Code of Federal Regulations (C.F.R.) part 200 hereinafter referred to as the "Uniform Guidance."

2. Term of Agreement.

This Agreement shall be effective upon full execution by the Parties (the "Effective Date") and shall terminate upon 1) Completion of the project or 2) Exhaustion of subaward funds or 3) termination or 4) 12/31/2024

3. Grant Funding.

The Subrecipient shall use the Subaward solely for the **Hiawatha Northwood Dr Storm Sewer Improvements Project**.

The County agrees to provide up to \$310,000.00 to the Subrecipient from the County's share of its ARPA allotment, to be used for **Hiawatha Northwood Dr Storm Sewer Improvements Project**. The County shall pay the Grant Funds to the Subrecipient per a reimbursement of expenses method.

4. Reporting and Invoicing.

The Subrecipient may submit invoices and or detailed reports to account for expenditure of funds to the County on a monthly basis, but no less than quarterly. Due dates for the quarterly reports are available on EXHIBIT A.

Invoices and reports shall be submitted to:

Linn County Finance & Budget
Attn: Sonia Evans, Senior Accountant
935 2nd Street SW
Cedar Rapids, IA 52404
Sonia.evans@linncountyiowa.gov

Consistent with Uniform Guidance (2 C.F.R. §200.328), the Subrecipient shall provide the County with quarterly reports and a close-out report. These reports shall include the current status and progress by the Subrecipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the County.

The County may request additional information from the Subrecipient, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US Treasury during the scope of this Agreement.

As required by Uniform Guidance (2 C.F.R. §200.415(a)), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

5. Monitoring.

Subrecipient shall permit the County to monitor the Subrecipient, including:

- a. Reviewing financial and performance reports required by the County.
- b. Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Subaward provided to the Subrecipient from County detected through audits, on-site reviews, and other means.
- c. Issuing a management decision for audit findings pertaining to the Subaward provided to the Subrecipient from the County as required by 2 C.F.R. §200.521 Management decision.

Subrecipient shall monitor its performance under this Agreement, as well as that of its lower-level Subrecipients, contractors, consultants, etc. who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the scope of work is being accomplished within the specified time periods, and other performance goals are being achieved.

6. Maintenance of Records.

The Subrecipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the County or its designees, the State, and the US Treasury for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the Subrecipient was reimbursed for unallowable costs under this Agreement or any, the Subrecipient agrees to promptly reimburse the County for such payments upon request.

7. Closeout.

The closeout report is due ninety (90) days after termination of this Agreement or ninety (90) days after completion of the activities contained in this Agreement, whichever first occurs.

Each party's obligation to the other shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets, (including the return of unused materials and equipment as require herein, unspent cash advances, program income balances, and

ARPA Subaward Agreement - Hiawatha - Northwood Drive

accounts receivable to the County), and determining the custodianship of records. The terms of this Agreement shall remain in effect during any period that the Subrecipient has control over ARPA funds. The County will close out the award when it determines that all applicable administrative actions and all required work of the Agreement have been completed.

8. Events of Default.

The occurrence of any one or more of the following events shall constitute cause for either party to declare the other in default of its obligations under this Agreement:

- a. A breach of any term of this Agreement;
- b. A material failure of the Subrecipient to make substantial and timely progress toward performance of the Agreement
- c. Failure to comply with applicable federal, state and local laws, rules, ordinances, regulations, guidance, and orders when performing with the scope of this Agreement.
- d. Any report required by this Agreement have not been submitted to the County or have been submitted with incorrect, incomplete, or insufficient information
- e. Engaging in conduct that has or may expose the other Party to liability

9. Notice of Default.

The County shall issue a written notice of default providing therein a thirty (30) day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the default remains, the County may exercise any one or more of the following remedies outline in paragraph 9, either concurrently or consecutively.

10. Remedies.

If an Event of Default occurs, the County may:

- a. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from Subrecipient to determine the reasons for the extent of non-compliance or lack of performance;
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
 - iii. Advise the Subrecipient to suspend, discontinue or refrain from incurring cost for any activity in question

- b. Temporarily withhold cash payment pending correction of the deficiencies
- c. Disallow all or part of the cost of the activity or action not in compliance
- d. Require that the Subrecipient refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds
- e. Recommend suspension or debarment proceedings by U.S. Treasury
- f. Terminate this agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination.

11. Termination.

The County may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material.

The County may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar day prior written notice.

The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

12. Procurement.

The Subrecipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards") of the Uniform Guidance.

13. Conflicts of Interest.

Subrecipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. §200.318 (c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Subrecipient must disclose in writing to the U.S. Treasury or through the County as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. §200.12.

Subrecipient agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement

14. Modification.

Neither this Agreement nor any documents incorporated by reference in connection with this Agreement may be changed, waived, discharged, or terminated, except in writing with the consent of both parties.

15. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

16. Notices

Whenever this Agreement requires or permits any notice or written request by on part to another, it shall be in writing, enclosed in an envelope, addressed to the party to be notified at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed, and deposited in the United States Mail, as Certified Mail, Return Receipt Requested. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The County will rely the mailing and email addresses of the Subrecipient as set forth heretofore, as modified from time to time.

17. Defense and Indemnification.

Subrecipient agrees to defend, indemnify, and hold the County, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Subrecipient, its officers, directors, employees, and/or agents relating to the Subrecipient's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

18. Severability.

The parties acknowledge and agree that if any paragraph, provision, or term of this agreement is deemed illegal or void by any court or any other appropriate authority, the remaining provisions of this agreement shall remain in full force and effect.

19. Status of Subrecipient.

Nothing in this contract constitutes an employment relationship between the Subrecipient staff and the County. Subrecipient staff are not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan offered to employees of the County. Nothing in this contract prevents Subrecipient staff from working with others during the length of this Agreement.

Subrecipient shall determine the method, details, and means of performing the work and services to be provided by Subrecipient under this Agreement. Subrecipient shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Subrecipient in fulfillment of this Agreement. Subrecipient has control over the manner and means of performing the services under this Agreement. Subrecipient is permitted to provide services to others during the same period service is provided to County under this Agreement.

20. Assignment.

Subrecipient agrees that this Agreement nor any of the rights, interest, or obligations in it shall be assigned by Subrecipient either whole or in part without the prior written consent of the County.

21. Entire Agreement.

This agreement constitutes the entire agreement between the parties for the **Hiawatha Northwood Dr Storm Sewer Improvements Project** and shall be binding upon true successors and assignees of the parties to this agreement.

22. Compliance with Applicable Laws and Regulations.

The Subrecipient declares that to its best knowledge, it has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

The Subrecipient and its employees shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing the services under this Agreement, including but not limited to all of the following:

- a. Section 501;
- b. Treasury guidance, including but not limited to, U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions ("Treasury Guidance"), the most recent revision of which is dated November 15, 2021;
- c. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- d. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;

- e. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- f. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- g. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- h. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- i. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- j. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- k. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

23. Publications.

ARPA Subaward Agreement - Hiawatha - Northwood Drive

Subrecipient agrees that any publications produced with funds from this award must display the following language:

"This project is being supported, in whole or in part, by federal award number SLFRP0336 awarded to Linn County by the U.S. Department of the Treasury."

24. Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes:

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court of grand jury; and/or
- g. A management official or other employee of Linn County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

25. Seat Belt Use.

Linn County encourages the Subrecipient to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company owned, rented, or personally owned vehicles.

26. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Linn County encourages the Subrecipient to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

27. Certification Regarding Government-Wide Restrictions on Lobbying.

The Subrecipient certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

28. Eligibility.

Subrecipient certifies that neither it nor its principals is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or Contractor. The Excluded Parties List System can be found at <https://www.sam.gov/>.

29. Acknowledgements.

The parties acknowledge and agree that they have carefully read and have had an opportunity to review with legal counsel all the provision of this Agreement, that they completely understand the terms and conditions as set forth in the Agreement, and that they have voluntarily executed this Agreement of their own free will, act, and deed.

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below:

Dated this _____ day of _____, 2023.

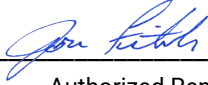
BOARD OF SUPERVISORS

LINN COUNTY, IOWA

SUBRECIPIENT:

CITY OF HIAWATHA, IOWA

Board Chair



Authorized Representative

Date

2.23.2023

Date

EXHIBIT A

Statement of Work

Statement of work to include rerouting the storm sewer from Robins Road east down Northwood Drive to a drainage culvert leading to Dry Creek. The project will mitigate storm water from flooding backyards of the single and multi-family housing during large rain events. The program will operate and follow the attached budget (EXHIBIT A1) as approved and will report to Linn County on a quarterly basis.

Quarterly Reporting Timelines for Project and Expenditures Reports

Year	Quarter	Period Covered	Due Date
2021	4	October 1 - December 31	January 15, 2022
2022	1	January 1 - March 31	April 15, 2022
2022	2	April 1 - June 30	July 15, 2022
2022	3	July 1 - September 30	October 15, 2022
2022	4	October 1 - December 31	January 15, 2023
2023	1	January 1 - March 31	April 15, 2023
2023	2	April 1 - June 30	July 15, 2023
2023	3	July 1 - September 30	October 15, 2023
2023	4	October 1 - December 31	January 15, 2024
2024	1	January 1 - March 31	April 15, 2024
2024	2	April 1 - June 30	July 15, 2024
2024	3	July 1 - September 30	October 15, 2024
2024	4	October 1 - December 31	January 15, 2025
2025	1	January 1 - March 31	April 15, 2025
2025	2	April 1 - June 30	July 15, 2025
2025	3	July 1 - September 30	October 15, 2025
2025	4	October 1 - December 31	January 15, 2026
2026	1	January 1 - March 31	April 15, 2026
2026	2	April 1 - June 30	July 15, 2026
2026	3	July 1 - September 30	October 15, 2026
2026	4	October 1 - December 31	January 15, 2027

EXHIBIT A1

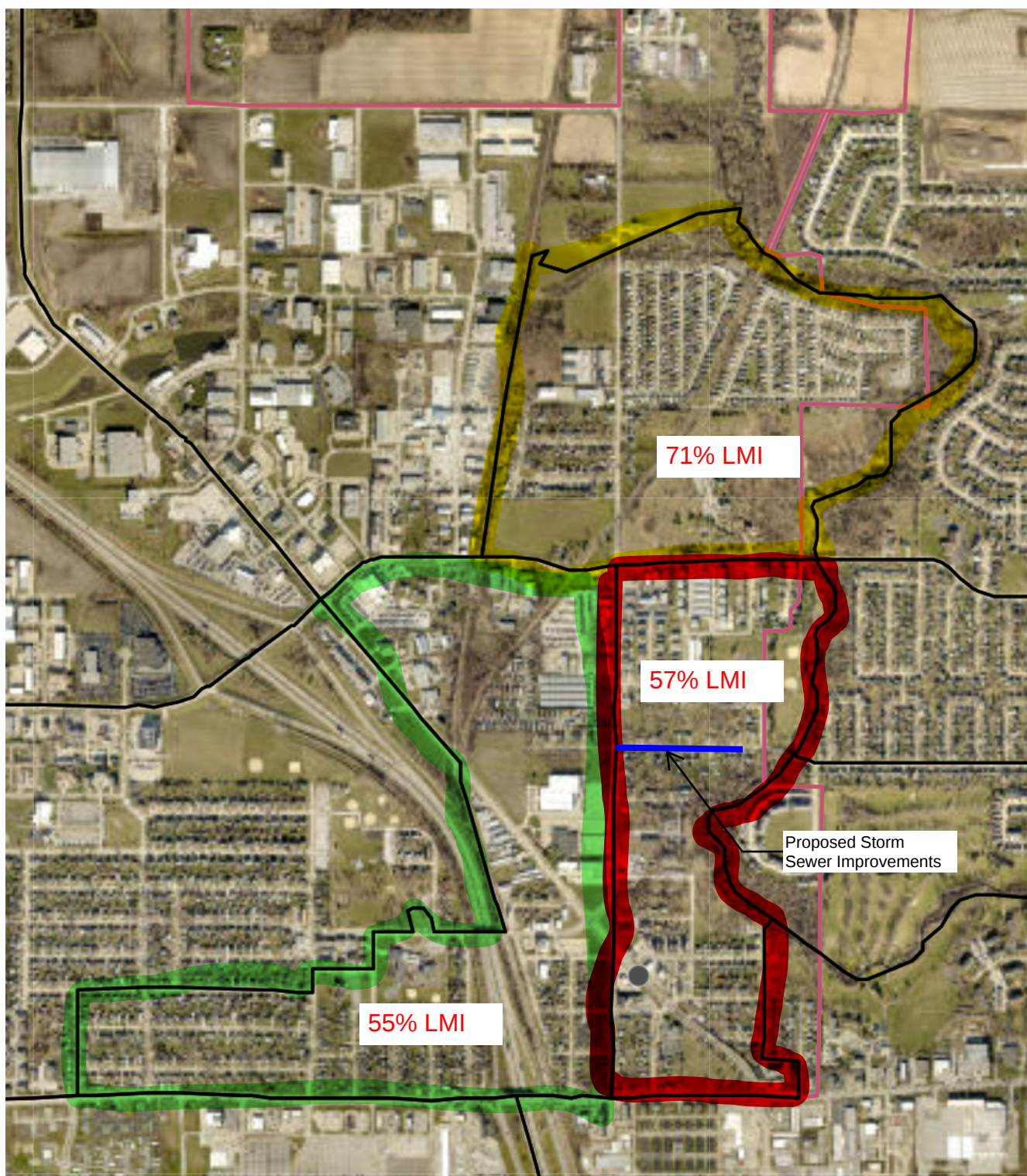


Northwood Drive Storm Sewer - ARPA Joint Application
 Estimate of Probable Costs
 July 11, 2022

Bid Item	Item Description	Total Units	Unit of Measurement	Unit Price	Total
1	General Conditions	1	Lump Sum	\$20,000	\$20,000
2	24" Storm Sewer	625	LF	\$75	\$47,000
3	SW-507 Intake	6	SY	\$5,000	\$30,000
4	SW-541 Intake	1	Ton	\$5,000	\$5,000
5	SW-401 Manhole	1	SY	\$5,000	\$5,000
12	Double 7'x3' Culvert Extension with headwalls	40	SQ	\$1,500	\$60,000
12	6" Subdrain	800	LF	\$10	\$8,000
12	Subdrain Cleanout	2	EA	\$750	\$2,000
6	PCC Pavement, remove and replace	850	SY	\$100	\$85,000
7	Watermain Relocation	1	SY	\$25,000	\$25,000
8	Seeding, fertilizing, and mulching	1.0	LF	\$5,000	\$5,000
9	Erosion Control and SWPPP	1	EA	\$5,000	\$5,000
10	Sidewalk, 6 in PCC over 4" rock	700	Lump Sum	\$75	\$53,000
11	Retaining Wall	700	CY	\$50	\$35,000
13	Traffic Control	1	LF	\$15,000	\$15,000
14	Staking	1	EA	\$10,000	\$10,000
15	Mobilization	1	Lump Sum	\$20,000	\$20,000
Subtotal					\$430,000
Design Contingency - 15%					\$65,000
Bid Subtotal					\$495,000
Construction Contingency - 10%					\$50,000
Professional Services (Survey, Design, Geotechnical, Staking) ~15%					\$75,000
Project Total					\$620,000

Funding Sources:

Hiawatha General Obligation Bonds - \$250,000
 Hiawatha Stormwater Funds - \$35,000
 Hiawatha Water Department - \$25,000
 Linn County/Cedar Rapids Joint ARPA Funds - \$310,000



City of Hiawatha

EXIHIBIT B

Mandatory Contract Provisions

The following terms and conditions apply to any sub-grantees, contractors, subcontractors, successors, transferees, and assignees ("Recipient") of federal assistance provided to Linn County by the U.S. Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2011).

1. Compliance with Applicable Laws and Regulations.

The Recipient and its employees shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Agreement, including but not limited to all of the following:

- a. Treasury guidance, including but not limited to, U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions ("Treasury Guidance"), the most recent revision of which is dated November 15, 2021;
- b. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- c. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- d. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- e. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- f. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- g. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- h. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- i. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;

- j. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

2. Publications.

Recipient agrees that any publications produced with funds from this award must display the following language:

"This project is being supported, in whole or in part, by federal award number SLFRP0336 awarded to Linn County by the U.S. Department of the Treasury."

3. Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes:

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;

- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court of grand jury; and/or
- g. A management official or other employee of Linn County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

4. Seat Belt Use.

Linn County encourages the Recipient to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company owned, rented, or personally owned vehicles.

5. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Linn County encourages the Recipient to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

6. Certification Regarding Government-Wide Restrictions on Lobbying.

The Recipient certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Recipient, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.



AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(name and address)</i> Linn County Correctional Center 53 3rd Avenue Bridge Cedar Rapids, IA 52401	CONTRACT INFORMATION: Contract For: Video Visitation Remodel Date: June 20, 2022	CHANGE ORDER INFORMATION: Change Order Number: 3 Date: February 24, 2023
OWNER: <i>(name and address)</i> Linn County 935 2nd Street SW Cedar Rapids, IA 52404	ARCHITECT: <i>(name and address)</i> Aspect 221 2nd Avenue SE, Ste 400 Cedar Rapids, IA 52401	CONTRACTOR: <i>(name and address)</i> Unzeitig Construction 1619 F Avenue NE, Suite I Cedar Rapids, IA 52404

The Contract is changed as follows:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Contractor to supply and install new cabinets in Exam Room 389 based on drawings provided by the architect.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 366,800.00
The net change by previously authorized Change Orders	\$ 4,443.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 371,243.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ 8,953.00
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be	\$ 380,196.00
The Contract Time will be (increased) (decreased) (unchanged) by	(70) days.
The new date of Substantial Completion will be	May 12, 2023

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Aspect ARCHITECT <i>(Firm name)</i>  SIGNATURE Stephen L. Emerson PRINTED NAME AND TITLE February 24, 2023 DATE	Unzeitig Construction CONTRACTOR <i>(Firm name)</i>  SIGNATURE James D. Unzeitig PRINTED NAME AND TITLE 2-24-23 DATE	Linn County OWNER <i>(Firm name)</i> SIGNATURE PRINTED NAME AND TITLE DATE
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CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



Unzeitig Construction Co.

2/23/2023

Aspect Architecture/Design
221 2nd Ave SE, Suite 400
Cedar Rapids, IA 52401

Re: Linn County Correctional Center Video Visitation Remodel

Jennifer,

This is Change Order Request #3

Description of Change: Provide new cabinet based on drawings produced by Aspect Inc.

Labor	none
Material	8,066.00
Subcontract	none
Fee	807.00
Bond	<u>80.00</u>
Total	8,953.00

Cost Summary: Add \$8,953.00

Sincerely,

Unzeitig Construction

James D. Unzeitig

1619 F Avenue NE
Cedar Rapids, Iowa 52402
(319) 362-3221 FAX (319) 362-2849

www.unzeitig.com

CABINET CONCEPTS by



Jessica Manternach
Kitchen and Bath Designer
jmanternach@suburbanlumber.com

Phone: 319.362.3115
Cell: 319.450.9869
Fax: 319.362.1404

Unzeitig Construction
-LCCC ASD1

January 3, 2023

Bertch Elan

Construction: Furniture board, frameless box construction – ¾" thick sides/top/bottom, ¼" thick MDF back, ¾" thick furniture board shelves (adjustable in 32mm increments), white laminate interior; Tandem steel drawer w/ 5/8" furniture board bottom; full extension soft close glides; Blum soft close "clip" concealed hinges; includes locks on all doors & drawers

Door Style: Solitaire – frameless, slab door style

Wood Species: High Pressure Laminate

Finish: TBD – currently priced as Formica Fog 961-58

Hardware: 96mm SN Wire Pull

Cabinetry:	\$7,169.00
Hardware:	\$29.75

Laminate Countertop

Edge: Standard Rolled (Waterfall)

Backsplash: 4"H coved

Finish: TBD – currently priced in a standard matte finish

Includes: Template & Installation

Countertops:	\$867.00
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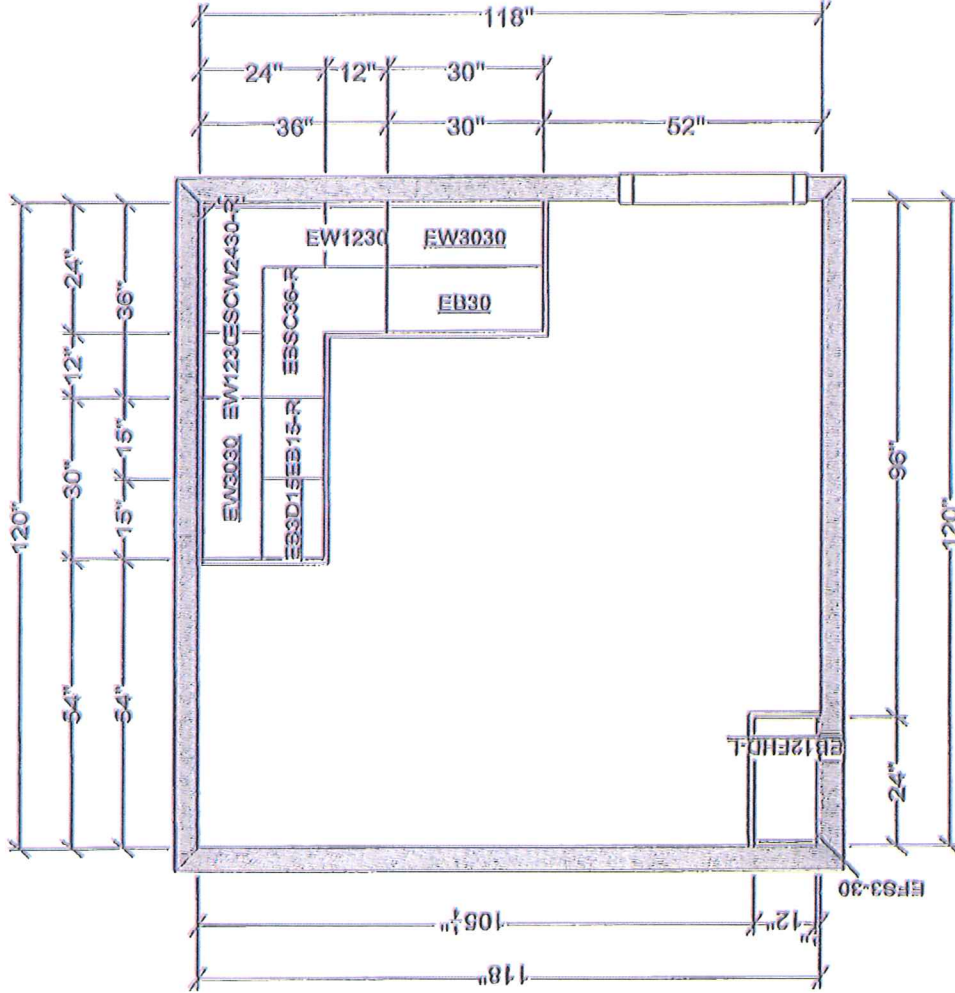
Total:	\$8,065.75
Tax:	<u>\$561.60</u>
Grand Total w/ Tax:	\$8,630.35

*Cabinet lead times are approximately 8 weeks

Proposals are valid for 30 days

PRICES ARE SUBJECT TO JOB SITE VERIFICATION AND ADJUSTMENT IF NECESSARY.
PRICES ABOVE DO NOT INCLUDE SALES TAX. Prices do not include: plumbing, electrical,
appliances, sink basins, or installation unless indicated above.

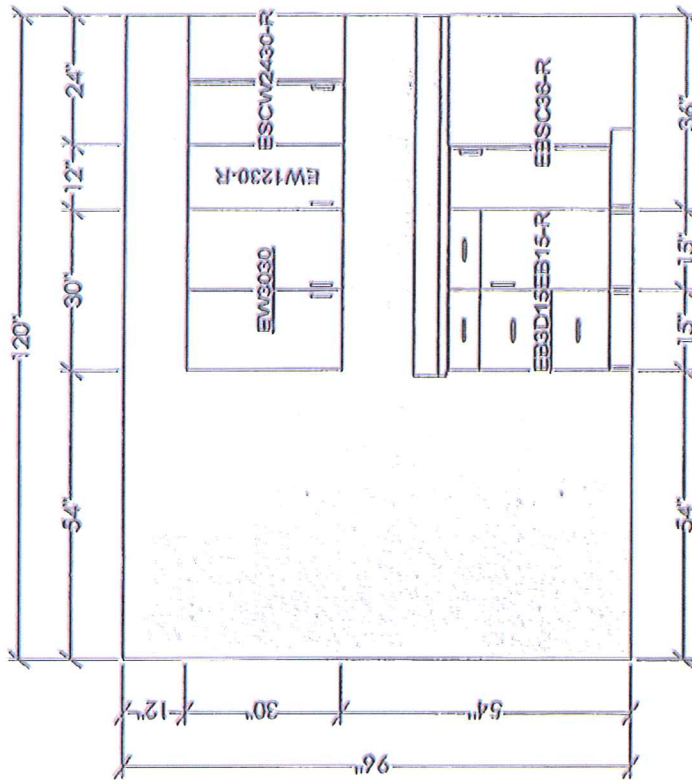
www.cabinetconceptsncr.com



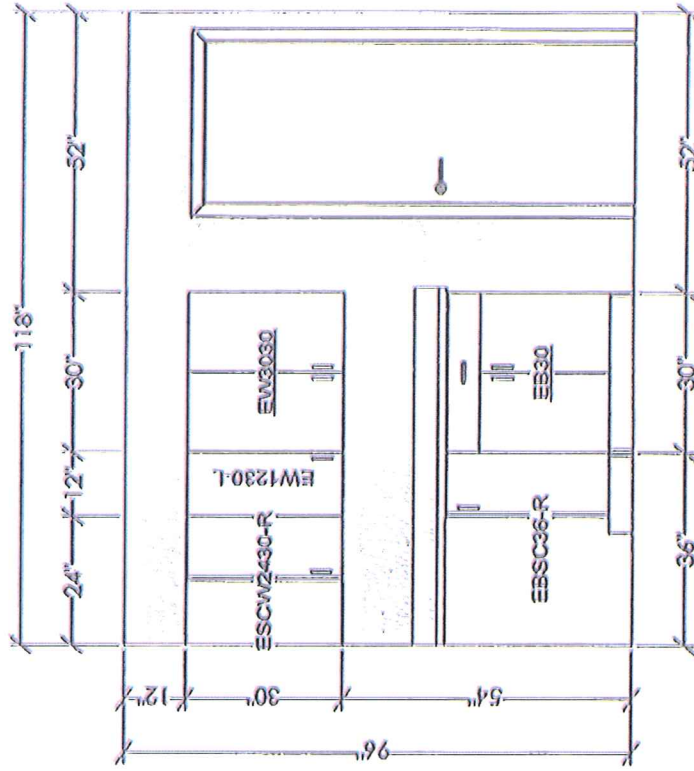
UNZEITIG CONST
 LCCC ASD1
 BERTCH ELAN
 DOOR STYLE: Solitaire
 DRAWER CONST: Tandem
 FINISH: tbd
 COUNTERTOP: tbd
 HARDWARE: 96mm SN Wire Pull

All dimensions size designations given are subject to verification on job site and adjustment to fit job conditions.	CABINET CONCEPTS by Suburban Lumber Jessica Walker Store: 319.362.3115 Cell: 319.450.9869	This is an original design and must not be released or copied unless applicable fee has been paid or job order placed.
UNZEITIG-LCCC	Drawing #: 1	Scale: 0 3/8" 1"

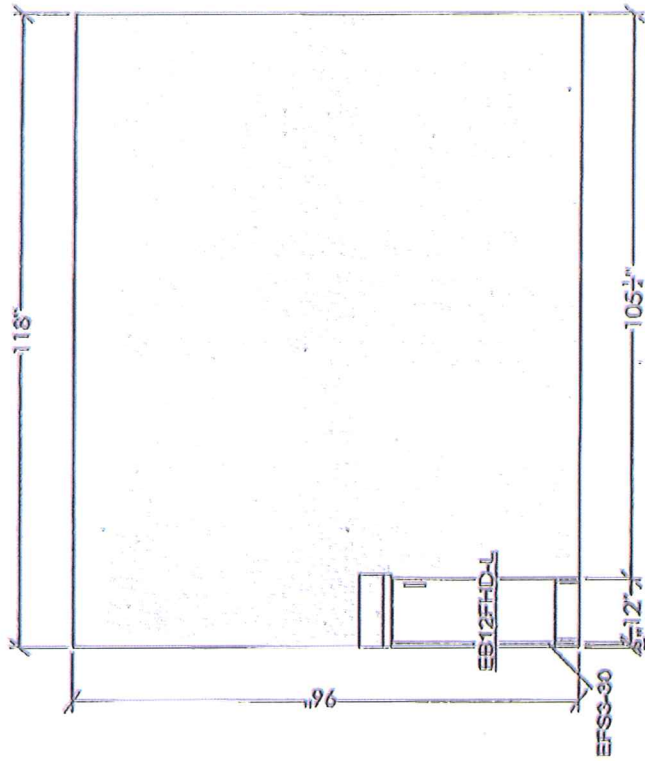
Designed: 12/30/2022
 Printed: 1/3/2023



All dimensions size designations given are subject to verification on job site and adjustment to fit job conditions.	CABINET CONCEPTS by Suburban Lumber Jessica Walker Store: 319.362.3115 Cell: 319.450.9869	This is an original design and must not be released or copied unless applicable fee has been paid or job order placed.	Designed: 12/30/2022 Printed: 1/3/2023
UNZEITIG-LCCC	Bl 1	Drawing #: 1	Scale: 0 3/8" 1'



All dimensions size designations given are subject to verification on job site and adjustment to fit job conditions.	CABINET CONCEPTS by Suburban Lumber Jessica Walker Store: 319.362.3115 Cell: 319.450.9869	This is an original design and must not be released or copied unless applicable fee has been paid or job order placed.	Designed: 12/30/2022 Printed: 1/3/2023
UNZEITIG-LCCC	EL 2	Drawing #: 1	Scale: 0 3/8" 1"



All dimensions, size designations given are subject to verification on job site and adjustment to fit job conditions.	CABINET CONCEPTS by Suburban Lumber Jessica Walker Store: 319.362.3115 Cell: 319.450.9869	This is an original design and must not be released or copied unless applicable fee has been paid or job order placed.	Designed: 12/30/2022 Printed: 1/3/2023
UNZETIG-LCCC	EI 3	Drawing #: 1	Scale : 0 3/8" 1"



AIA Document G701™ – 2017

Change Order

PROJECT: <i>(name and address)</i> Linn County Correctional Center 53 3rd Avenue Bridge Cedar Rapids, IA 52401	CONTRACT INFORMATION: Contract For: Video Visitation Remodel Date: June 20, 2022	CHANGE ORDER INFORMATION: Change Order Number: 4 Date: February 24, 2023
OWNER: <i>(name and address)</i> Linn County 935 2nd Street SW Cedar Rapids, IA 52404	ARCHITECT: <i>(name and address)</i> Aspect 221 2nd Avenue SE, Ste 400 Cedar Rapids, IA 52401	CONTRACTOR: <i>(name and address)</i> Unzeitig Construction 1619 F Avenue NE, Suite I Cedar Rapids, IA 52404

The Contract is changed as follows:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Contractor to adjust electrical items in Exam Room 389, Storage 388 (has changed to an office), and Medical Office 385 based on drawing changes provided by the architect and engineers.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 366,800.00
The net change by previously authorized Change Orders	\$ 13,396.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 380,196.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ 8,392.00
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be	\$ 388,588.00
The Contract Time will be (increased) (decreased) (unchanged) by	(10) days.
The new date of Substantial Completion will be	May 22, 2023

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Aspect ARCHITECT (Firm name)  SIGNATURE Stephen L. Emerson PRINTED NAME AND TITLE February 24, 2023 DATE	Unzeitig Construction CONTRACTOR (Firm name)  SIGNATURE James D. Unzeitig PRINTED NAME AND TITLE 2-24-23 DATE	Linn County OWNER (Firm name) SIGNATURE PRINTED NAME AND TITLE DATE
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CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



Unzeitig Construction Co.

2/23/2023

Aspect Architecture/Design
221 2nd Ave SE, Suite 400
Cedar Rapids, IA 52401

Re: Linn County Correctional Center Video Visitation Remodel

Jennifer,

This is Change Order Request #4

Description of Change: Electrical changes on second and third floor based on drawings produced by Aspect Inc.

Labor	none
Material	none
Subcontract	7,561.00
Fee	756.00
Bond	<u>75.00</u>
Total	8,392.00

Cost Summary: Add \$8,392.00

Sincerely,

Unzeitig Construction

James D. Unzeitig

1619 E Avenue NE
Cedar Rapids, Iowa 52402
(319) 362-3221 FAX (319) 362-2849

www.unzeitig.com



ESCO GROUP RESIDENTIAL
COMMERCIAL
INDUSTRIAL
Energy Solutions & Services

Marion, Iowa 52302
3450 3rd St. P.O. Box 708
Office: (319) 377-6655
Direct: (319) 739-7307
Cell: (319) 533-3857
Fax: (319) 377-3815

Proposal Submitted to: Unreitz Construction, Attn: Jim Unreitz

Date: 12/27/2022

Project Name: Ilin County Correctional Facility

We hereby submit estimates for: Change Order #1

Item #1: Provide demolition and installation of 2 surface mounted fixtures in the elevator lobby on 2nd floor. Existing fixtures had to be removed due to the demo that took place above the ceiling by other trades.
Item Cost: \$637.00

Item #2: Provide installation of additional receptacle locations and data locations in "Storage 386". Conduits will be fished in the walls where possible. Wiremold and surface mounted mounted devices boxes will be installed at all other locations. Data rough ins will be installed at desired locations. Cabling, terminations and data cover plates to be provided by CEC. CEC cost is not included in our pricing as they have a direct contract with the Facility outside of this project.
Item Cost: \$2,701.00

Item #3: Provide installation of additional receptacle locations and data locations in "Exam Room 389". Conduits will be fished in the walls where possible. Wiremold and surface mounted mounted devices boxes will be installed at all other locations. Data rough ins will be installed at desired locations. Cabling, terminations and data cover plates to be provided by CEC. CEC cost is not included in our pricing as they have a direct contract with the Facility outside of this project.
Item Cost: \$2,326.00

Item #3: Provide installation of additional receptacle locations, switch re-locations, and data locations in "Medical Office 385". Conduits will be fished in the walls where possible. Wiremold and surface mounted mounted devices boxes will be installed at all other locations. Data rough ins will be installed at desired locations. Cabling, terminations and data cover plates to be provided by CEC. CEC cost is not included in our pricing as they have a direct contract with the Facility outside of this project.
Item Cost: \$2,397.00

All fire alarm work shown on change order drawings to be provided by CEC. Data cabling, terminations and faceplates to be provided by CEC.

Lump Sum

TOTAL AMOUNT: \$7,561.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimates. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Unless otherwise specified above, payment is due 30 days after invoice.

Authorized Signature:

Garyn Lantermans, Project Manager, ESCO Group

This proposal may be withdrawn by us if not accepted by 15 days.

ACCEPTANCE:

The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted:

Signature:

Date:

PO# (if required)



UNIVERSITY OF CALIFORNIA, BERKELEY
ELECTRICAL ENGINEERING
10/01/00

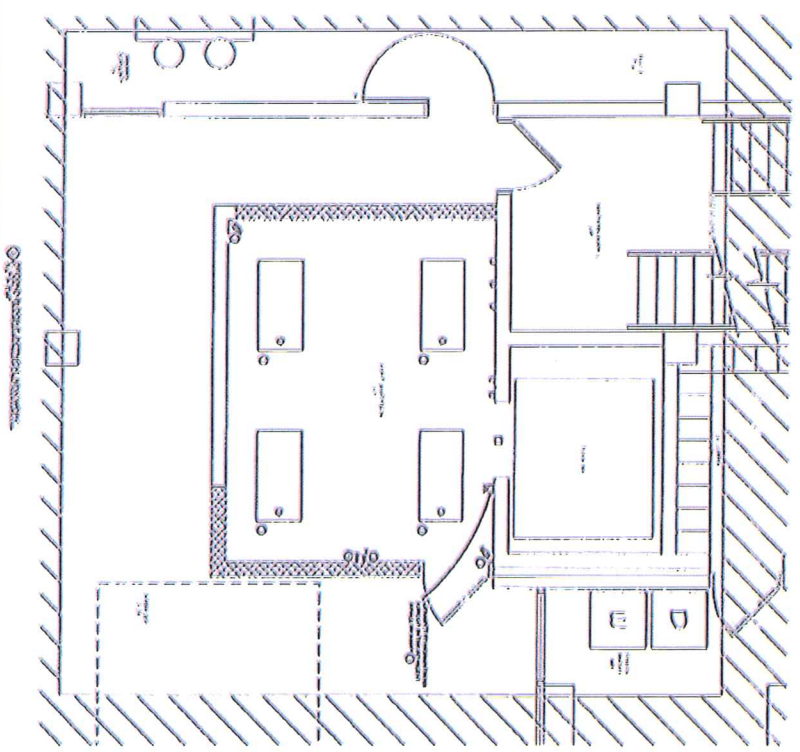
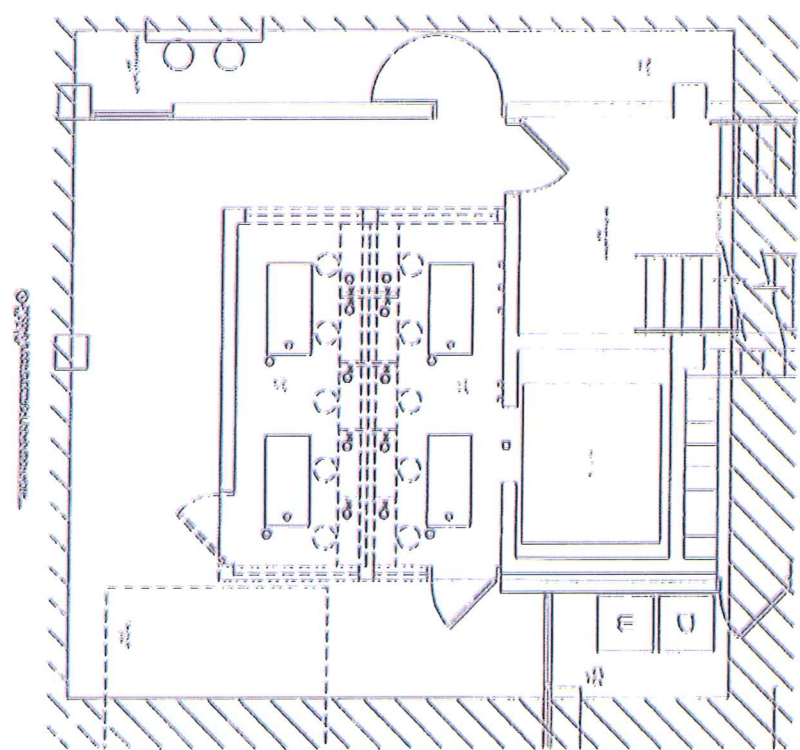
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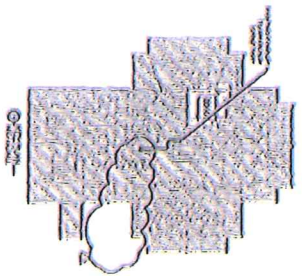
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10/01/00

UNIVERSITY OF CALIFORNIA, BERKELEY
ELECTRICAL ENGINEERING
10/01/00



Legend
1. All wiring shall be in accordance with the National Electrical Code, 2002 Edition, as amended.
2. All wiring shall be in accordance with the California Electrical Code, 2002 Edition, as amended.
3. All wiring shall be in accordance with the University of California, Berkeley, Electrical Code, 2002 Edition, as amended.
4. All wiring shall be in accordance with the University of California, Berkeley, Electrical Code, 2002 Edition, as amended.
5. All wiring shall be in accordance with the University of California, Berkeley, Electrical Code, 2002 Edition, as amended.



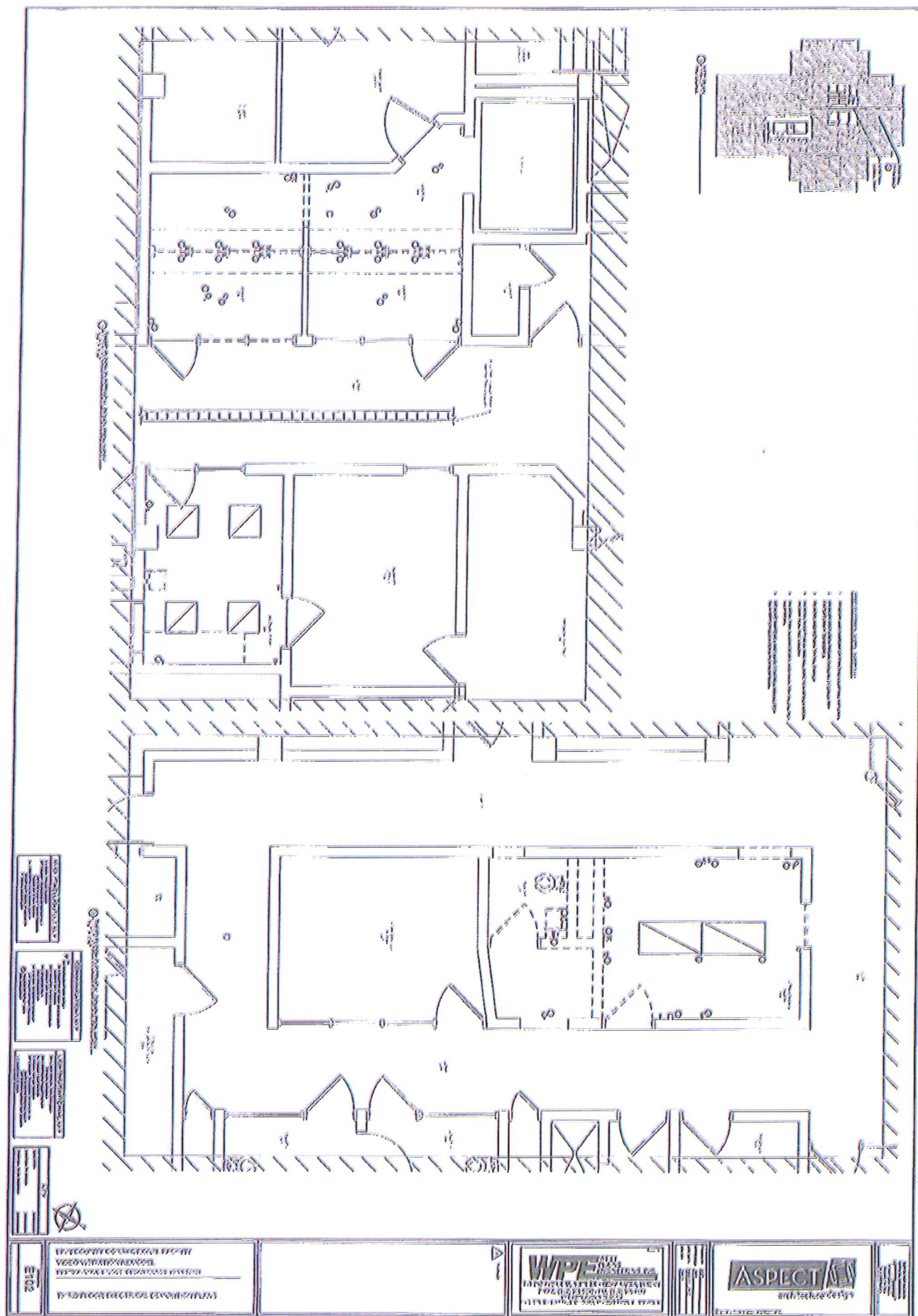
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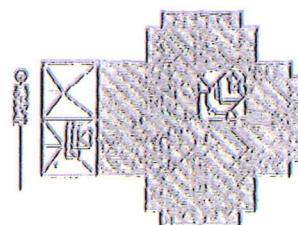
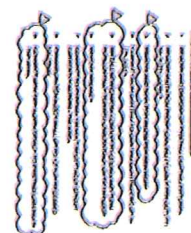
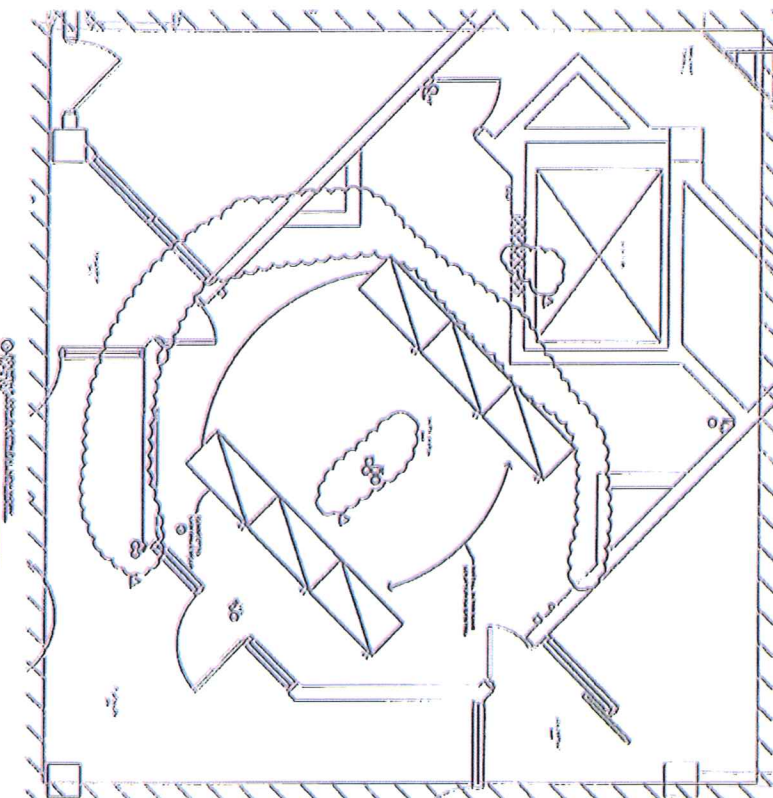
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INVESTIGATION OF THE EFFECTS OF
VIBRATION ON THE
STRUCTURAL INTEGRITY OF THE
FOUNDATION OF THE ELEVATOR

E106

WJPE

ASPECT

1. <http://www.ck12.org>

ELECTRICAL SYMBOLS

LEGEND

1. Single line diagram symbols for electrical components.

2. Double line diagram symbols for electrical components.

3. Symbols for electrical components in a three-phase system.

4. Symbols for electrical components in a four-phase system.

5. Symbols for electrical components in a five-phase system.

6. Symbols for electrical components in a six-phase system.

7. Symbols for electrical components in a seven-phase system.

8. Symbols for electrical components in an eight-phase system.

9. Symbols for electrical components in a nine-phase system.

10. Symbols for electrical components in a ten-phase system.

11. Symbols for electrical components in a single line diagram.

12. Symbols for electrical components in a double line diagram.

13. Symbols for electrical components in a three-phase diagram.

14. Symbols for electrical components in a four-phase diagram.

15. Symbols for electrical components in a five-phase diagram.

16. Symbols for electrical components in a six-phase diagram.

17. Symbols for electrical components in a seven-phase diagram.

18. Symbols for electrical components in an eight-phase diagram.

19. Symbols for electrical components in a nine-phase diagram.

20. Symbols for electrical components in a ten-phase diagram.

21. Symbols for electrical components in a single line diagram.

22. Symbols for electrical components in a double line diagram.

23. Symbols for electrical components in a three-phase diagram.

24. Symbols for electrical components in a four-phase diagram.

25. Symbols for electrical components in a five-phase diagram.

26. Symbols for electrical components in a six-phase diagram.

27. Symbols for electrical components in a seven-phase diagram.

28. Symbols for electrical components in an eight-phase diagram.

29. Symbols for electrical components in a nine-phase diagram.

30. Symbols for electrical components in a ten-phase diagram.

31. Symbols for electrical components in a single line diagram.

32. Symbols for electrical components in a double line diagram.

33. Symbols for electrical components in a three-phase diagram.

34. Symbols for electrical components in a four-phase diagram.

35. Symbols for electrical components in a five-phase diagram.

36. Symbols for electrical components in a six-phase diagram.

37. Symbols for electrical components in a seven-phase diagram.

38. Symbols for electrical components in an eight-phase diagram.

39. Symbols for electrical components in a nine-phase diagram.

40. Symbols for electrical components in a ten-phase diagram.

41. Symbols for electrical components in a single line diagram.

42. Symbols for electrical components in a double line diagram.

43. Symbols for electrical components in a three-phase diagram.

44. Symbols for electrical components in a four-phase diagram.

45. Symbols for electrical components in a five-phase diagram.

46. Symbols for electrical components in a six-phase diagram.

47. Symbols for electrical components in a seven-phase diagram.

48. Symbols for electrical components in an eight-phase diagram.

49. Symbols for electrical components in a nine-phase diagram.

50. Symbols for electrical components in a ten-phase diagram.

51. Symbols for electrical components in a single line diagram.

52. Symbols for electrical components in a double line diagram.

53. Symbols for electrical components in a three-phase diagram.

54. Symbols for electrical components in a four-phase diagram.

55. Symbols for electrical components in a five-phase diagram.

56. Symbols for electrical components in a six-phase diagram.

57. Symbols for electrical components in a seven-phase diagram.

58. Symbols for electrical components in an eight-phase diagram.

59. Symbols for electrical components in a nine-phase diagram.

60. Symbols for electrical components in a ten-phase diagram.

LIGHTING FIXTURE SCHEDULE			
NO.	DESCRIPTION	QTY	UNIT
1	Recessed ceiling light fixture	10	each
2	Track lighting fixture	5	each
3	Wall sconce	2	each
4	Table lamp	1	each
5	Desk lamp	1	each
6	Emergency exit light	2	each
7	Emergency exit light	2	each
8	Emergency exit light	2	each
9	Emergency exit light	2	each
10	Emergency exit light	2	each

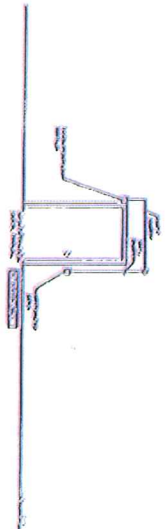


FIGURE 1-1 SINGLE LINE LIGHTING FIXTURE

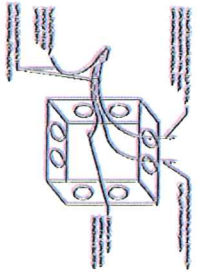


FIGURE 1-2 DOUBLE LINE LIGHTING FIXTURE

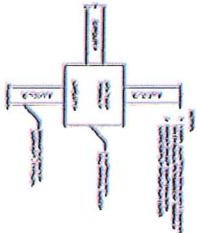


FIGURE 1-3 THREE-PHASE LIGHTING FIXTURE

AIA Document G701™ – 2017

Change Order

PROJECT: <i>(name and address)</i> Linn County Correctional Center 53 3rd Avenue Bridge Cedar Rapids, IA 52401	CONTRACT INFORMATION: Contract For: Video Visitation Remodel Date: June 20, 2022	CHANGE ORDER INFORMATION: Change Order Number: 5 Date: February 24, 2023
OWNER: <i>(name and address)</i> Linn County 935 2nd Street SW Cedar Rapids, IA 52404	ARCHITECT: <i>(name and address)</i> Aspect 221 2nd Avenue SE, Ste 400 Cedar Rapids, IA 52401	CONTRACTOR: <i>(name and address)</i> Unzeitig Construction 1619 F Avenue NE, Suite 1 Cedar Rapids, IA 52404

The Contract is changed as follows:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Contractor to enlarge detention window in door 330a. Glazing to be provided by owner and installed by contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 366,800.00
The net change by previously authorized Change Orders	\$ 21,788.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 388,588.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ 1,549.00
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be	\$ 390,137.00
The Contract Time will be (increased) (decreased) (unchanged) by	(0) days.
The new date of Substantial Completion will be	May 22, 2023

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Aspect ARCHITECT <i>(Firm name)</i>  SIGNATURE Stephen L. Emerson PRINTED NAME AND TITLE February 24, 2023 DATE	Unzeitig Construction CONTRACTOR <i>(Firm name)</i>  SIGNATURE James D. Unzeitig PRINTED NAME AND TITLE 2-24-23 DATE	Linn County OWNER <i>(Firm name)</i> SIGNATURE PRINTED NAME AND TITLE DATE
---	--	--

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



Unzeitig Construction Co.

2/23/2023

Aspect Architecture/Design
221 2nd Ave SE, Suite 400
Cedar Rapids, IA 52401

Re: Linn County Correctional Center Video Visitation Remodel

Jennifer,

This is Change Order Request #5

Description of Change: Prep existing detention door for owners existing glass.

Labor	none
Material	none
Subcontract	1,395.00
Fee	140.00
Bond	<u>14.00</u>
Total	1,549.00

Cost Summary: Add \$1,549.00

Sincerely,

Unzeitig Construction

James D. Unzeitig

1619 F Avenue NE
Cedar Rapids, Iowa 52402
(319) 362-3221 FAX (319) 362-2849

www.unzeitig.com

Quotation

ARCHITECTURAL REPAIR, INC
6420 UNDERWOOD AVE. SW
CEDAR RAPIDS, IA 52404
319-389-2461

DATE: January 27, 2023

30 Days

ronarchrepair@aol.com

ATTENTION:
Mr. Jim Unzeitig
JOB:
Linn County Detention Facility

FAX:

ITEM	QTY.	TOTAL
Prep Customers Existing Detention Door For Existing Glass	1	\$1,395.00
Install Customer Supplied Pass Thru	1	\$175.00

Installed At Time Of Window Installation

Jim,
We Could Do Both Projects In A Day
The Pass Thru May Come Close To Existing
Detention Lock, This May Need To Be Moved
#NAME?

THANK YOU


Ron Heaverlo

Prepared by Jessie Black
Linn County Planning & Development
935 2ND Street SW, Cedar Rapids, Iowa 52404-2100
(319) 892-5130
Return to Becky Shoop, Auditor's Office

ORDINANCE NO. – – 2023

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF LINN COUNTY, IOWA BY REZONING AND CHANGING THE DISTRICT CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE 3600 BLOCK OF N CENTER POINT RD IOWA FROM THE "RR1" RURAL RESIDENTIAL 1-ACRE ZONING DISTRICT TO THE "AG" AGRICULTURAL ZONING DISTRICT

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

SECTION 1. ZONING DISTRICT CHANGED. The zoning of approximately 12.73 acres located in the 3600 Block of N Center Point Rd, Iowa legally described as:

Lot 2, Otter Creek Second Addition to Linn County, Iowa

is hereby changed from the "RR1" Rural Residential 1-Acre zoning district to the "AG" Agricultural zoning 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.

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 31st day of October 2022.

Second consideration on the 2nd day of November 2022.

Third and final passage on the 1st day of March 2023.

Published in the Gazette on the _____ day of March 2023.

LINN COUNTY BOARD OF SUPERVISORS

Louis Zumbach, Chair

Ben Rogers, Vice-Chair

Kirsten Running-Marquardt, 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 _____, 2023 and published as provided by law on _____, 2023.

Linn County Auditor

Subscribed and sworn to me this _____ day of _____, 2023.

Notary Public, State of Iowa

ORDINANCE NO. 3 – – 2023

AN ORDINANCE AMENDING CHAPTER 20 OF THE CODE OF ORDINANCES, LINN COUNTY, IOWA
BY AMENDING SECTIONS IN ARTICLE III RELATING TO THE LINN COUNTY
GENERAL ASSISTANCE PROGRAM

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

SECTION 1. SECTION MODIFIED. Chapter 20, Article III, Section 20-62(c) of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:

- (c) Applicants who seek ongoing economic assistance due to a disability that is expected to last more than 12 months from the date of onset must apply for and diligently pursue an application for supplemental security income (SSI) benefits. Applicants must also execute a repayment agreement in the event of a lump sum payment of retroactive benefits on forms provided by the director.

SECTION 2. SECTION MODIFIED. Chapter 20, Article III, Section 20-62(d) of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:

- (d) Applicants who have made application for supplemental security income (SSI) benefits whose application is dismissed for failure to diligently pursue the application, or who are determined to not have a qualifying disability after hearing by an administrative law judge shall not be eligible for further ongoing economic assistance or to re-apply for ongoing economic assistance in the 60 months following the dismissal of their application or the decision of the administrative law judge. Such applicants are eligible to apply for temporary economic assistance benefits immediately after termination of their ongoing economic assistance benefits. Applicants who are not required to make application for SSI benefits are eligible to apply for temporary economic assistance 90 days after termination of their ongoing economic assistance benefits.

SECTION 3. SECTION MODIFIED. Chapter 20, Article III, Section 20-64(b) of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:

- (b) The general assistance program may provide assistance for rent for rental units, rooms, and mobile home lots, interest on home mortgages, utilities, transportation, and burial. Assistance for food and essential non-food products may also be provided to applicants determined eligible for assistance pursuant to Section 20-60 upon a determination by the director that the program funding balance is adequate to allow for expanded assistance.

SECTION 4. SECTION MODIFIED. Chapter 20, Article III, Section 20-67 of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:

Sec. 20-67. – Essential non-food items.

Essential non-food items which may be paid for through this program are limited to items approved by resolution of the board of supervisors.

SECTION 5. SECTION MODIFIED. Chapter 20, Article III, Section 20-69(a) of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:

- (a) The income guidelines used to determine eligibility for burial assistance shall be set by resolution of the board of supervisors.

SECTION 6. SECTION MODIFIED. Chapter 20, Article III, Section 20-70(c) of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:

- (c) Any person making application for assistance who applies for supplemental security income (SSI) and who would be entitled to a retroactive lump sum payment must agree to comply with the reimbursement provisions of the state supplemental income program.

SECTION 7. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 8. 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 9. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 10. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval, and publication as provided by law.

LINN COUNTY BOARD OF SUPERVISORS

Louis J. Zumbach, Chair

Ben Rogers, Vice Chair

Kirsten Running-Marquardt, Supervisor

ATTEST:

Joel Miller, County Auditor

I, Linn County Auditor, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors.

Joel Miller, County Auditor

State of Iowa
County of Linn

This instrument was acknowledged before me on the _____ day of _____, 2023,
by Joel Miller as Linn County Auditor.

Notary Public, State of Iowa

First reading on the _____ day of March 2023.

Second reading on the _____ day of March 2023.

Third reading and final passage on the _____ day of March 2023.

Published in *The Gazette* on the _____ day of _____ 2023.

ORDINANCE NO. 3 – – 2023

AN ORDINANCE AMENDING CHAPTER 24 OF THE CODE OF ORDINANCES, LINN COUNTY, IOWA BY AMENDING PROVISIONS IN ARTICLE II RELATING TO THE TIME OF IMPOSITION OF A LOCAL SALES AND SERVICES TAX

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

SECTION 1. SUBSECTION MODIFIED. Chapter 24, Article II, Section 24-21(c) of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:

- (c) *Cedar Rapids*. The local sales and service tax is imposed upon transactions occurring on and after April 1, 2009, until June 30, 2034, within the incorporated area of Cedar Rapids in the county.

SECTION 2. SUBSECTION MODIFIED. Chapter 24, Article II, Section 24-21(h) of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:

- (h) *Fairfax*. The local sales and services tax is imposed upon transactions occurring on and after April 1, 2009, until June 30, 2034, within the incorporated area of Fairfax in the county.

SECTION 3. SUBSECTION MODIFIED. Chapter 24, Article II, Section 24-21(i) of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:

- (i) *Hiawatha*. The local sales and services tax is imposed upon transactions occurring on and after April 1, 2009, until June 30, 2034, within the incorporated area of Hiawatha in the county.

SECTION 4. SUBSECTION MODIFIED. Chapter 24, Article II, Section 24-21(k) of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:

- (k) *Marion*. The local sales and services tax is imposed upon transactions occurring on and after April 1, 2009, until June 30, 2034, within the incorporated area of Marion in the county.

SECTION 5. SUBSECTION MODIFIED. Chapter 24, Article II, Section 24-21(o) of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:

- (o) *Robins*. The local sales and services tax is imposed upon transactions occurring on and after April 1, 2009, until June 30, 2034, within the incorporated area of Robins in the county.

SECTION 6. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 7. 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 8. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 9. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval, and publication as provided by law.

LINN COUNTY BOARD OF SUPERVISORS

Louis J. Zumbach, Chair

Ben Rogers, Vice Chair

Kirsten Running-Marquardt, Supervisor

ATTEST:

Joel Miller, County Auditor

I, Linn County Auditor, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors.

Joel Miller, County Auditor

State of Iowa
County of Linn

This instrument was acknowledged before me on the _____ day of _____, 2023, by Joel Miller as Linn County Auditor.

Notary Public, State of Iowa

First reading on the _____ day of March 2023.

Second reading on the _____ day of March 2023.

Third reading and final passage on the _____ day of March 2023.

Published in *The Gazette* on the _____ day of _____ 2023.

RESOLUTION NO. 2023 – 3 –

A RESOLUTION AWARING CONTRACT FOR
THE LINN COUNTY SECONDARY ROADS DISTRICT 1 SHOP BUILDING – PHASE 2 PROJECT

WHEREAS, pursuant to a Notice to Bidders duly posted as prescribed by Resolution 2023 –02–11 of the Linn County, Iowa Board of Supervisors (“Board”), and as required by Iowa law, the Board received sealed bids for the “Linn County Secondary Roads District 1 Shop Building – Phase 2 Project” (the “Project”); and,

WHEREAS, each bid submitted for the Project received careful consideration, and it is necessary and advisable to award the contract for the Project.

BE IT THEREFORE RESOLVED by the Board as follows:

1. The bid for the Project submitted by the contractor, and in the amount set out below, is lowest responsible bid received for the Project, and is fully responsive to the plans and specifications for the Project.

<u>Contractor</u>	<u>Bid Amount</u>
Garling Construction, Inc. 1120 11 th Street Belle Plaine, IA 52208	\$3,287,000.00

2. The Board hereby awards the contract for the Project to such contractor, and for the total estimated cost set out above, with final settlement to be made on the basis of the unit prices set out in said contract, and on the actual final quantity of each class of material(s) furnished, and said contract is subject to the Notice to Bidders, the plans and specifications for the Project, and the terms of the bidder’s written proposal.
3. The Board hereby fixes the amount of the contractor’s performance and/or payment bonds at 100 percent of the amount of the contract.

PASSED AND APPROVED this 1st day of March 2023.

LINN COUNTY BOARD OF SUPERVISORS

Louis J. Zumbach, Chair

Ben Rogers, Vice Chair

Kirsten Running-Marquardt, Supervisor

ATTEST:

Joel Miller Auditor, Linn County Auditor

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

_____Aye _____Nay _____Abstain _____Absent from voting

Joel Miller, Linn County Auditor