



LINN COUNTY BOARD OF SUPERVISORS

District 1 | Kirsten Running-Marquardt

District 2 | Ben Rogers

District 3 | Louis J. Zumbach

REGULAR MEETING AGENDA

Wednesday, September 27, 2023 | 10:00 AM

Formal Board Room | Jean Oxley Public Service Center

935 2nd St. SW, Cedar Rapids, Iowa

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.

Minutes

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

Consent Agenda

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

Reports

Resolutions

A Resolution Setting a Date for a Public Hearing on a Proposal to Convey Real Property, and Providing for Publication of Notice

A Resolution to approve the Final Plat for CDW First Addition to Linn County, Case PFP23-0002

A Resolution to approve the Final Plat for Sleeper Addition, Case JF23-0006

A Resolution authorizing the transfer of \$500,000 from the Conservation appropriations, to the Capital Improvement Projects (CIP) appropriations.

A Resolution to approve revision 1.1 of the 2024 Secondary Road Five-Year Construction Program with the Iowa Department of Transportation.

Contract and Agreements

Approve and authorize Chair to sign a contract between Linn County and SWANK Motion Pictures, Inc for copyright privileges at the Linn County Juvenile Detention Center. The contract is effective September 1st, 2023 – August 31st, 2024 at the cost of \$530.00.

Approve and authorize the Chairperson to sign a partial acquisition contract by and between Linn County, Iowa, and Linn County, in the amount of \$500.00, for right-of-way acquired in connection with Linn County's project No. FM-C057(BR 797)-24 on Matsell Park Road.

Approve and authorize the Chairperson to sign a partial acquisition contract by and between Linn County, Iowa, and Linn County Conservation Board, in the amount of \$1,516.90, for right-of-way acquired in connection with Linn County's project No. FM-C057(BR 797)-24 on Matsell Park Road.

Approve and authorize the chairperson to sign an Acknowledgement of Offer and Acceptance from Schnoor-Bonifazi Engineering & Surveying to provide surveying, platting, and subdivision services in the amount of \$12,440 plus reimbursable expenses

Licenses & Permits

Approve Class C retail Alcohol License for Edith Lucielle's Bait Shack, 6913 Mt. Vernon Rd. SE, noting all conditions have been met.

Personnel

Approve and authorize Chair to sign a Vacancy Form requesting an Administrative Assistant I - Confidential position for the Public Health Department

Approve and authorize Chair to sign a Vacancy Form requesting an Administrative Secretary for the Secondary Road Department.

Other

Approve a request for the Linn County Treasurer's Office to carry forward \$41,260.00 from the Fiscal Year 2023 budget to the Fiscal Year 2024 budget

Approve an Assessment Year 2022/Fiscal Year 2024 homestead allowance for parcel #14283-82003-00000.

Approve Consent Agenda

Regular Agenda

Presentation by the Linn County Fair Association in support of its application for the Fiscal Year 2024 Legacy and Community Development Fund grant

Discuss and decide on a request from the Planning & Development Department to carry forward funds from the Fiscal Year 2023 budget to the Fiscal Year 2024 budget.

Discuss Fiscal Year 2024 budget amendment requests and set a public hearing on the proposed amended budget for October 18, 2023

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.

Correspondence

Appointments

Adjournment

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

RESOLUTION 2023-9-

SET PUBLIC HEARING TO DISPOSE OF INTEREST IN REAL PROPERTY

WHEREAS, the Board of Supervisors, Linn County, Iowa, is empowered under the authority of §331.361, Code of Iowa, to dispose of the right, title, interest, estate, and claim of Linn County, Iowa, in real property, and

WHEREAS, Notice is Hereby Given: That there is now on file in the Linn County Conservation Department at 10260 Morris Hills Road a real estate agreement between Linn County, Linn County Conservation and Kirk L. Osborn and Kimberly A. Osborn ("the Osborns") for the transfer of approximately 1.59 acres legally described as: Parcel A of Plat of Survey No. 786, attached as Exhibit A, and

WHEREAS, the Osborns, owners of real property adjacent to the above-described parcel have granted and will grant Linn County easements in their property for purposes of construction of a recreational trail in exchange for a Quit Claim deed to whatever right, title, interest, estate, and claim Linn County may have in the above-described real estate.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, this date met in lawful session that a public hearing shall be held for the purpose of determining whether Linn County, Iowa, will vacate all interest Linn County, Iowa, may have in the above-described real estate.

BE IT FURTHER RESOLVED THAT the Board of Supervisors, Linn County, Iowa, this date met in lawful session that a public hearing shall be held for the purpose of determining whether Linn County, Iowa, will convey to the above listed property owners, whatever right, title, interest, estate, and claim Linn County, Iowa, may have in the above-described parcel of vacated right-of-way.

BE IT FURTHER RESOLVED that said hearing shall be held Monday, October 2, 2023, at 10:00 am, in the formal Board Room on the lower level of the Jean Oxley Linn County Public Service Center, 935 2nd St SW, Cedar Rapids, Iowa, for the above stated purpose and that notice of the time and place of said public hearing shall be published in accordance with §331.305, Code of Iowa.

Dated at Cedar Rapids, Linn County, Iowa, this ____ day of _____, 20__.

BOARD OF SUPERVISORS LINN COUNTY, IOWA

Chairperson

ATTEST:

Vice Chairperson

Linn County Auditor

Supervisor

STATE OF IOWA)

COUNTY OF LINN)SS

I, _____, County Auditor of Linn County, Iowa, Linn County, Iowa, hereby certify that at a regular meeting of the said Board, the foregoing resolution was duly adopted by a vote of ____ aye, ____ nay and ____ abstained from voting.

Linn County Auditor

Subscribed and sworn to before me by the aforesaid on this ____ day of _____, 20____.

Notary Public, State of Iowa

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING FINAL PLAT

WHEREAS, a Final Plat of CDW FIRST ADDITION TO LINN COUNTY, IOWA (Case # PFP23-0002) to Linn County, Iowa, containing three (3) lots, numbered lot 1 and lettered lots A and B has been filed for approval, a subdivision of real estate located in the NW NW of Section 2, Township 82 North, Range 6 West of the 5th P.M., Linn County, Iowa, described as follows:

Commencing as a point of reference at the SW corner of Section 35, Township 83 North, Range 6 West of said 5th P.M.; thence N88°20'01"E along the north line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$, 188.08 feet to the Point of Beginning of Part A; thence continuing N88°20'01"E along said north line, 372.49 feet to the SW-ly line of Parcel A, Plat of Survey No. 2381; thence S45°03'00"E along said SW-ly line, 1213.09 feet to the east line of the West 45 feet of said NE $\frac{1}{4}$ NW $\frac{1}{4}$; thence S02°14'06"E along said east line, 572.61 feet to the centerline of E. Bertram Road; thence N63°57'13"W along said centerline, 51.10 feet to the east line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$; thence S02°14'06"E along said east line, 1109.37 feet to the SE corner of said SW $\frac{1}{4}$ NW $\frac{1}{4}$; thence S89°28'47"W along said south line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$, 1152.32 feet to the east line of the West 2.55 chains of the NW $\frac{1}{4}$ of said Section 2; thence N02°14'16"W along said east line of the West 2.55 chains, 2516.93 feet to the Point of Beginning of Part A;

AND

Commencing as a point of reference at the SW corner of Section 35, Township 83 North, Range 6 West of said 5th P.M.; thence N88°20'01"E along the north line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$, 698.17 feet to the Point of Beginning of Part B; thence continuing N88°20'01"E along said north line, 686.90 feet to the east line of the West 45 feet of said NE $\frac{1}{4}$ NW $\frac{1}{4}$; thence S02°14'06"E along said east line, 734.54 feet to the NW-ly line of Parcel A, Plat of Survey No. 2381; thence N45°03'00"W along said NW-ly line, 1010.64 feet to the Point of Beginning of Part B, all containing 65.79 acres which includes 2.65 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 as last amended on June 20, 2023 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

1. Road agreement for trees and brush within county right-of-way and for conditions applicable to final plat cases. county standard specifications, section 1.
2. Dedication of road rights-of-way, county standard specifications, section 5. forty feet on both sides of East Bertram Road from the existing center of right-of-way.

IOWA DEPARTMENT OF TRANSPORTATION

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

LINN COUNTY PUBLIC HEALTH DEPARTMENT

1. 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.

LINN COUNTY CONSERVATION DEPARTMENT

1. No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT

1. No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT - ZONING DIVISION

1. Access from a county road to proposed Outlot A shall be required.
2. Various revisions to the site plan and final plat.
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 Bertram and as per the 28E Agreement between the City and the County, will require City approval or a waiver of the right to review.
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 **JUNE 20, 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. 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
 - 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 UDC.
 - 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

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

Linn County Board of Supervisors

Resolution # _____

PFP23-0002

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authorized to sign said plat which executes an acceptance of dedication of property to the public, as shown on said plat.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by **September 27, 2024** to be valid.

Passed and approved this 27th day of SEPTEMBER, 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

Brad Ketels, Engineer

Digitally signed by Brad
Ketels
Date: 2023.09.20
11:31:17 -05'00'

Linn County Board of Supervisors
Resolution # _____
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September 27, 2023
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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 RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of SLEEPER ADDITION (Case # PF23-0006) to Linn County, Iowa, containing three (3) lots, numbered lot 1, lot 2 and lettered lot A has been filed for approval, a subdivision of real estate located in the SENW 10-85-06 of Section 10, Township 85 North, Range 6 West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the Southwest Corner of the Southeast Quarter of the Northwest Quarter of Section 10, Township 85 North, Range 6 West of the Fifth Principal Meridian; thence N89°38'16"W, 53.50 feet to the Southwest Corner of Lot 31, "Auditor's Plat No. 94"; thence N1°39'29"E along the west line of said Lot 31, a distance of 596.03 feet to the south right of way of the Chicago Central & Pacific Railroad; thence S89°37'56"E along said right of way, 94.74 feet; thence easterly 236.14 feet along said right of way and the arc of a 1755.34 foot radius curve, concave northerly, chord bears N85°57'40"E, 235.96 feet; thence northeasterly 1197.61 feet along said right of way and the arc of a 1488.18 foot radius curve, concave northwesterly, chord bears N58°08'31"E, 1165.56 feet; thence northeasterly 113.06 feet along said right of way and the arc of a 1550.72 foot radius curve, concave northwesterly, chord bears N32°23'32"E, 113.04 feet to the north line of Lot 25, of said "Auditor's Plat No. 94"; thence S89°44'46"E along said north line, 1210.33 feet; thence S0°18'00"E along the west boundary of a parcel described in deed book 1137, page 603, Office of the Recorder, Linn County, Iowa, a distance of 440.00 feet; thence S44°42'00"W along said west boundary, 780.00 feet; thence S0°18'00"E along said west boundary, 335.72 feet to the south line of said Lot 25; thence N89°38'16"W, 2010.17 feet to the point of beginning.

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 as last amended on April 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 Final Plat cases. County Standard Specifications, Section 1.
3. E-911 address sign is required to be located at driveway entrance.
4. Street designation signs and E-911 address signs to be applied for at Linn County Secondary Road Department, 319-892-6400.
5. 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. If any work is to be done in the State of Iowa right-of-way, contact the IDOT for additional permits.
2. If access rights to Sleeper Addition require legal easement through State of Iowa right-of-way, an Agreement specifying those rights must be signed prior to recording of the plat.

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. 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.
2. The presence of wet soils indicates a need for subsurface drainage. Existing drains need to be shown on site plan or arrangement for new subsurface drainage is needed.

LINN COUNTY CONSERVATION DEPARTMENT

1. No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT

2. No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT - ZONING DIVISION

1. Proposed Lot 1, proposed Lot 2 and proposed Outlot A shall meet the access requirements of Article IV 107-72 of the Linn County Unified Development Code, and the case conditions of the Linn County Secondary Roads Department and Iowa Department of Transportation, prior to recording of the plat.
2. Various revisions to the site plan and final plat.
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 Central City. As per Chapter 354 of the Code of Iowa, a certified resolution by any municipality that has authority to review the plat to either approve the plat or waive its right to review must be provided.
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 **APRIL 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
- 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 UDC.
- 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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat is hereby approved. The Board of Supervisors and County Engineer are hereby authorized to enter approval upon the final plat resolution. The Board of Supervisors' Chairperson is also hereby authorized to sign said plat which executes an acceptance of dedication of property to the public, as shown on said plat.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by **September 27, 2024** to be valid.

Passed and approved this 27th day of September, 2023.

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Linn County Board of Supervisors

Resolution # _____

PF23-0006

September 27, 2023

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Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Engineer

Digitally signed by Brad

Ketels

Date: 2023.09.20

11:30:42 -05'00'

Brad Ketels

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

RESOLUTION NO. 2023-09-

**A RESOLUTION APPROVING AN APPROPRIATIONS TRANSFER
WITHIN THE LINN COUNTY FISCAL YEAR 2024 ANNUAL BUDGET**

WHEREAS, the Linn County Board of Supervisors previously approved the Linn County Fiscal Year 2024 Annual Budget; and,

WHEREAS, it has been determined that it is necessary to transfer appropriations within the Capital Projects area of said budget; and,

WHEREAS, sufficient appropriations are available to provide for the necessary transfer; and,

WHEREAS, said transfer is within the Capital Projects service area, and is made by resolution of the Board of Supervisors in accordance with Iowa Code Section 331.434(6).

NOW, BE IT THEREFORE RESOLVED by the Linn County Board of Supervisors that appropriations within the Linn County Fiscal Year 2024 Annual Budget are revised as follows:

Organization	Transfer
65 CIP	\$500,000
46 Conservation	(\$500,000)

PASSED AND APPROVED this _____ day of September 2023.

LINN COUNTY BOARD OF SUPERVISORS

Louis Zumbach, Chair

Ben Rogers, Vice Chair

Kirsten Running-Marquardt, Supervisor

ATTEST:

Joel Miller, 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 and _____Absent from Voting.

Joel Miller, Linn County Auditor

2024 County Five Year Program Resolution 1.1

Linn County Secondary Roads

Unforeseen circumstances have arisen since adoption of the approved Secondary Road Five Year Program and previous revisions, requiring changes to the sequence, funding, and timing of the proposed work plan.

The Board of Supervisors of Linn County, Iowa, in accordance with Iowa Code section 309.22, initiates and recommends modification of the following project(s) in the accomplishment year (State Fiscal Year 2024), for approval by the Iowa Department of Transportation (Iowa DOT), per Iowa Code 309.23 and Iowa DOT Instructional Memorandum 2.050.

The following projects shall be ADDED to the Program's Accomplishment year:

Project Number Name Project ID	Project Location Description of Work	AADT Length Bridge ID	Type of Work Fund	Total
L-CMP 2666--73-57 LOST-CMP 2666(24) 54884	On OLD CHURCH RD west of LINN-JONES RD, S1 T85 R05 CMP culvert replacement due to flooding issues multiple times a year.	20 0.000 miles	331 Pipe Culverts Local	\$75,000
L-CMP 185501--73-57 LOST-CMP 185501(24) 54885	On LINN-JONES RD south of OLD CHURCH RD, S1 T85 R05 CMP culvert replacement due to issues with flooding multiple times a year.	44 0.000 miles	331 Pipe Culverts Local	\$75,000
L-MVR TURN LANE--73-57 L-MVR TURN LANE(24) 54886	On E 48 MOUNT VERNON RD, at VERNON VALLEY DR ADDING TURN LANE TO MT VERNON RD AT VERNON VALLEY DR DUE TO SAFETY CONCERNS AND ADDING TRAFFIC CAPACITY.	15 0.100 miles	367 PCC Paving Local	\$50,000

The following projects shall be MODIFIED as follows:

Project Number Name Project ID	Project Location Description of Work	AADT Length Bridge ID	Type of Work Fund	Modifications	Total
CST-C057(HWY 30 TURN LANE)--5C-57 CSTEP - HWY 30 TURN LANE(24) 53109	On US 30 E CONSTRUCTING AND PAVING A TURN LANE ON HWY 30 AT CEDAR RIVER ROAD	1738 0.100 miles	366 HMA Paving Special	Project Number updated Name updated Project Location updated AADT updated Fund basis updated added 200,000 FM dollars to 2024	\$400,000

Fund	Accomplishment Year		Net Change
	Previous Amount	New Amount	
Local	\$1,316,000	\$1,366,000	\$50,000
Farm-to-Market	\$2,800,000	\$3,000,000	\$200,000
Special	\$2,970,000	\$3,120,000	\$150,000
SWAP	\$0	\$0	\$0
Federal Aid	\$300,000	\$300,000	\$0
Totals	\$7,386,000	\$7,786,000	\$400,000

Recommended



County Engineer

9/21/23

Date

Approved

Chair Board of Supervisors

Date

Attested

I, _____, Auditor in and for Linn County, Iowa, do hereby certify the above and foregoing to be a true and exact copy of a resolution passed and approved by the Board of Supervisors of Linn County, Iowa, at its meeting held on the _____ day of _____.

County Auditor

**SWANK MOTION PICTURES, INC.
PUBLIC PERFORMANCE LICENSING AGREEMENT
FOR CORRECTIONAL INSTITUTIONS**

This AGREEMENT is made on this 13th day of July 2023, between **LINN COUNTY JUVENILE DETENTION CENTER** ("Licensee" herein) and SWANK MOTION PICTURES, INC. (Licensor) ("Swank" herein), a Missouri corporation.

1. SUBJECT MATTER AND TERM OF AGREEMENT

Swank is an authorized Licensor and Distributor of copyrighted motion pictures from a legally obtained source ("DVDs, Digital Versions with DRM or content from legal streaming sites" herein) for group non-theatrical public performances. Licensor desires to license content to Licensee for public performance exhibitions in a designated facility/facility to a group of individuals. The Licensee desires to exhibit licensed content from Swank on the terms and conditions set forth herein.

The term of this Agreement shall commence on **September 1, 2023**, and continue through **August 31, 2024**, after which it shall expire unless renewed or renegotiated by mutual agreement of the parties.

2. LICENSE

Product is defined as a license provided to a facility/facility for group non-theatrical public performance showings of entertainment content from various Producers. The Producers listed are those supplying titles at the time of this printing and are subject to adjustment throughout the life of this Agreement.

During the term of this contract, Swank shall license Licensee for public performance in its facility on the terms and conditions set forth herein. New facilities added during the term of this contract will require an amendment agreed to in writing by both parties. During the contract period, Licensee may exhibit content for showings only at its location(s) listed in **Exhibit A**. Licensee shall be entitled to choose from Swank's current and future list of available movies for public performance purposes which include titles distributed by Paramount Pictures, Warner Bros, Bleecker Street, Fine Line Features, Lorimar Productions, New Line Cinema, Picturehouse, RKO Films, The Ladd Company, Turner Pictures, Warner Independent Pictures, Warner Premier, A24 Films, STX Entertainment, MGM/UA, American International, Orion, United Artists, Lions Gate Films, Trimark, Sony Pictures, Columbia Pictures, Epic Productions, Tristar Pictures, Triumph Films, Paramount Vantage, NBC Universal Pictures, Polygram, Focus Features, Gramercy, October /films, USA Films, Summit Entertainment, Lantern Entertainment, Buena Vista Distribution, Hollywood Pictures, Miramax, Touchstone Pictures and Walt Disney Pictures. Rentals and or purchases of titles covered by this Agreement are at the expense of the Licensee.

3. LICENSE FEE

In consideration of the License, the **LINN COUNTY JUVENILE DETENTION CENTER** shall pay Swank a License Fee of **\$530.00** for the listed 12-month period, payable in one installment upon receipt of the invoice. If this Agreement is a multi-year term the License Fee is calculated based on the inmate count and billed at the rate agreed to below. Inmate counts and locations covered are submitted prior to the execution of this agreement and are non-negotiable after the agreement is executed. All licensing fees are applicable to taxes and included in the invoice. See Exhibit A for areas covered as of the start of this Agreement.

**SWANK MOTION PICTURES, INC.
PUBLIC PERFORMANCE LICENSING AGREEMENT
FOR CORRECTIONAL INSTITUTIONS**

4. PAYMENT

The invoice is due and payable upon receipt.

5. ADVERTISING

Swank is authorized by the copyright owners of the content licensed and distributed by Swank to allow advertising of the content as long as the marketing is studio-approved artwork. The content is exclusively licensed for non-theatrical showings and promotions or advertising outside the Licensee Facility/Facilities is strictly prohibited.

6. WARRANTIES

Swank warrants that it is the authorized copyright owner for the titles distributed by Swank and permitted to License the Licensee. In no event shall Swank or Licensee be liable to the other for any special, incidental, indirect, punitive exemplary, or consequential damages, whether foreseeable or not which may arise out of the or in connection with the agreement, regardless of whether either party has been apprised of the possibility or likelihood of such damages occurring, or whether claims are based or remedies sought in contract, tort or otherwise. Licensee shares use reasonable care to ensure the Product is exhibited strictly in accordance with the terms of this Agreement and will promptly notify Swank in writing if any violations of such terms and conditions are discovered.

7. EXCLUSIONS

Licensor will have no responsibility for the decrease in population/facilities covered under this license and will provide no refunds for decreases in license needs during the term. The license explicitly covers group showings and does not include individual viewing on devices. Swank is not responsible for the appropriateness of titles selected by the Licensee.

8. NOTICES

All notices to be given hereunder shall be in writing or delivered personally or mailed by pre-paid certified or registered mail (return receipt requested) as follows:

IF TO SWANK:

SWANK MOTION PICTURES, INC.

ATTN: TERRI COLYER,
INSTITUTION SALES MANAGER
10795 WATSON ROAD
ST. LOUIS, MO 63127

IF TO LICENSEE:

LINN COUNTY JUVENILE DETENTION
CENTER

ATTN: Mrs. DAWN SCHOTT
DIRECTOR
800 WALFORD RD SOUTHWEST
Cedar Rapids, IA 52404

**SWANK MOTION PICTURES, INC.
PUBLIC PERFORMANCE LICENSING AGREEMENT
FOR CORRECTIONAL INSTITUTIONS**

or to other addresses as the parties shall specify, or by written notice so given, and shall be deemed to be given as of the date so delivered or mailed.

APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

EXECUTED on the day and year first above written.

Swank Motion Pictures, Inc.

**LINN COUNTY JUVENILE DETENTION
CENTER**

By: _____

By: _____

Name: _____ Terri Colyer _____

Name: _____

Institutional Sales Manager

Title: _____

EXHIBIT A

Please see below for a list of locations covered.

LOCATIONS COVERED BY THIS AGREEMENT

- LINN COUNTY JUVENILE DETENTION CENTER

September 18, 2023

Linn County
ATTN: Mr. Darrin Gage
935 2nd Street SW
Cedar Rapids, IA 52404

**RE: Proposal for Land Surveying Services
Abbe Center Four Lot Subdivision
501 13th Street NW, Cedar Rapids, Iowa**

Dear Darrin:

Thank you for the opportunity to work with Linn County on the subdivision of the Abbe Center property. We are confident we can provide the land surveying services necessary to successfully subdivide this property.

PROJECT DESCRIPTION

The project includes subdividing the Abbe Center property into four lots. The attached exhibit graphically depicts the anticipated four lot subdivision.

In general, this proposal includes the following services:

- Complete a field survey to determine the locations of existing property corner monuments, the existing building walls, walks and driveway between the existing buildings on Lots 1 & 2 to define their common lot line.
- Prepare a Minor Preliminary Plat and related documents, and submit them to the City of Cedar Rapids for staff approval.
- Prepare Final Plat and associated documents and submit them to the City of Cedar Rapids for staff and Council approval.
- After plat approval, set a monument (rebar or cut "x") at new property corners.

The undersigned Client and Schnoor-Bonifazi agree as follows:

SCOPE OF SERVICES

We will provide the following land surveying services for the project:

1. Research public records for deeds, adjoining property owners, surveys/plats of record, and easements.
2. Make a design information request to the Iowa One Call system and send requests for utility mapping to private utility companies identified to be in the area.
3. Conduct a field topographic and boundary survey of the project site. The topographic survey will be limited to locating existing building corners, walks and access driveway between the common lot lines of Lots 1 & 2.

4. Prepare a base map of the existing site using the survey data, utility mapping and current County aerial photography.
5. If necessary, prepare a parking exhibit showing required parking calculations and existing parking spaces for the two buildings. The City may require this be submitted as part of the preliminary plat review process.
6. Prepare a Minor Preliminary Plat for review by the Client.
7. Revise & refine the Minor Preliminary Plat to address Client comments.
8. Submit the Minor Preliminary Plat and other required documents to the City for review.
9. Revise the Preliminary Plat per the City staff review comments and resubmit the plat to the City for Staff approval.
10. Prepare a four lot final plat.
11. Submit the final plat to utility companies for easement approval.
12. Prepare the necessary surveying documents (Surveyor's Certificate, Treasurer's Certificate and Development Agreement).
13. Prepare typical City subdivision agreements using standard City forms (Agreement for Private Storm Water Management Facilities, Agreement for Private Water Main Facilities, Petition & Assessment Agreements).
14. Submit the final plat & other required documents to the City Development Services Department.
15. Revise the final plat and related documents to address City staff review comments.
16. Submit the various final agreements to the Client for titleholder signature.
17. Prepare and submit the final plat bound documents to the City Development Services Department for approval by the City Council.
18. Deliver the approved final plat bound documents that have been signed by the Mayor and City Clerk to the Client's attorney for final processing and recordation.
19. Conduct a field survey to place a 5/8" diameter iron rebar with plastic surveyor's cap at each new or missing lot corner per the Code of Iowa. If the location is covered with concrete paving, cut an "X" into the concrete to mark the property corner in lieu of a rebar.

CLIENT RESPONSIBILITIES

It will be the Client's responsibility to provide the following:

1. If required, preparation of an opinion letter from an architect to verify building code setback requirements from the proposed property line that will run between the existing buildings. Submittal of this letter to the City of Cedar Rapids for approval.
2. Titleholder signatures required on any required petitions, applications or agreements required by the City.
3. Payment of required impact, permit application, review or other fees not specifically covered in this proposal.
4. A signed Owner's Certificate to be included in the final plat bound documents. Your attorney will need to prepare and provide us a draft of this early in the course of the work. We will use the draft document as a template for the signatory language in the rest of the required platting documents.
5. If required, a signed "mortgagee's certificate and consent".
6. If required, shared parking agreement(s).
7. If required, utility easement agreements for off-site utilities.
8. We will deliver the final plat bound documents that have been approved by the City to your attorney so they can prepare and insert the final title opinion. Your attorney will then deliver the bound documents to your abstract company, who will record the final plat bound documents.
9. Access to the site and buildings as required to facilitate the survey.

SCHEDULE

We will start our services upon receipt of this Agreement signed by you. The following chart shows a schedule for completion of our work based upon typical project development times, typical City review times and our current workload.

Task	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19	Week 20	Week 21	Week 22	Week 23	Week 24	Week 25	Week 26	Week 27	Week 28	Week 29	Week 30	Week 31	Week 32	Week 33	Week 34	Week 35
Field Survey																																			
Preliminary Plat																																			
Final Plat																																			
Set Property Corners																																			

COMPENSATION

We will provide the Scope of Services for a total fee of \$12,440.00 plus reimbursable expenses. We estimate the reimbursable expenses for this portion of the scope will be \$445.00, which includes City final plat application fee, plots, mileage, property pin materials. The final amount billed for reimbursable expenses will be based upon actual costs accrued without mark-up.

The terms of this proposal are valid for 30 days from the date of this proposal.

AGREEMENT

This proposal shall become the Agreement for Services when signed and dated by both parties. The attached **STANDARD TERMS AND CONDITIONS** are made a part of this proposal and Agreement of Services.

When you have executed this agreement, return a signed copy to us. We look forward to working with you. If you have any questions concerning this proposal, please contact us at (319) 298-8888.

ACKNOWLEDGEMENT OF OFFER AND ACCEPTANCE

Proposal accepted and work is authorized to proceed:

LINN COUNTY

BY: _____

TITLE: _____

DATE ACCEPTED: _____

Offer by:

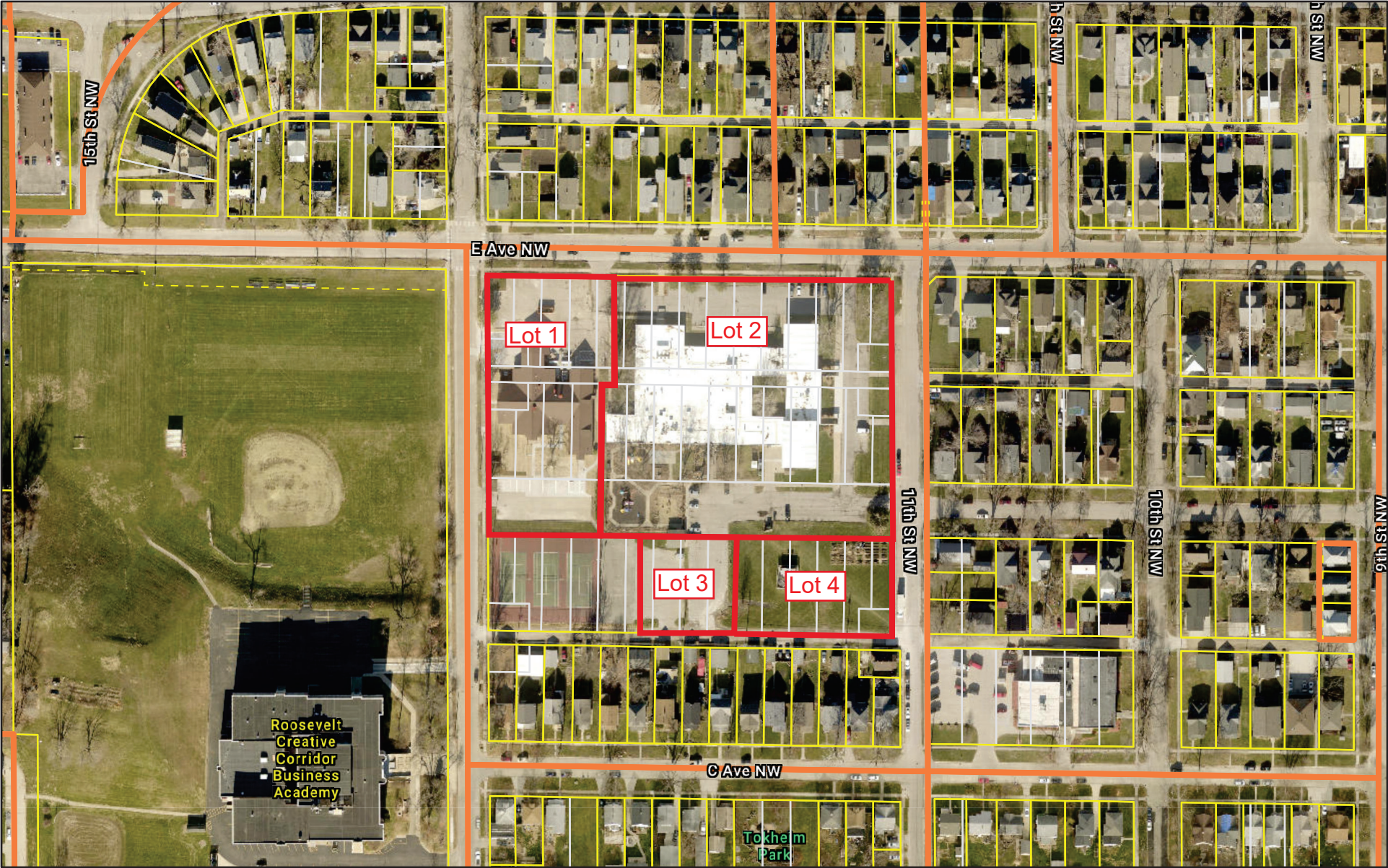
SCHNOOR-BONIFAZI ENGINEERING & SURVEYING, LC

BY: 

Tred Schnoor, PE
Professional Engineer

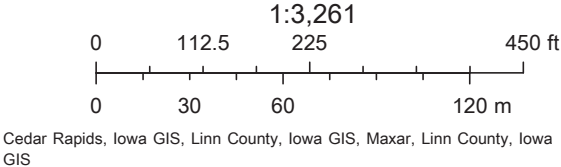
Enc.: Exhibit – Proposed Four Lot Subdivision
Standard Terms and Conditions

Linn County, Iowa Land Records



September 18, 2023

EXHIBIT - PROPOSED FOUR LOT SUBDIVISION





Standard Terms and Conditions

PARTIES

"S-B" shall mean Schnoor-Bonifazi Engineering and Surveying, LC, including its owners, employees, and consultants. "CLIENT" shall mean the person or entity executing this Agreement with "S-B".

LIMITATION OF LIABILITY

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of S-B to the CLIENT and anyone claiming by, through or under the CLIENT, for any and all claims, losses, costs, or damages of any nature whatsoever arising out of, resulting from or in any way related to the project or this Agreement from any cause or causes, including, but not limited to, negligence, professional errors or omissions, strict liability or breach of any contract or any warranty, expressed or implied, of S-B, shall not exceed the greater of the total compensation to be received or actually received, by S-B under this Agreement or the sum of \$50,000.00. In no event shall S-B be responsible for consequential damages.

STANDARD OF CARE

Services provided by S-B under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-B and for all necessary equipment. While S-B shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damage may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-B's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-B shall be increased to include the interest due from the date of mailing at the lesser rate of 1.5% per month compounded or the maximum interest rate allowed by law, cost for attorney fees, and other collection expenses. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for convenience of either party or terminated by S-B for the default of the CLIENT, then S-B shall be paid for services performed to the termination effective date, including reimbursable expenses, and expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-B and S-B does not cure the default, then S-B shall be paid for services performed to the termination notice date, including reimbursable expenses, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses.

INFORMATION PROVIDED BY OTHERS

S-B shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-B such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-B shall be entitled to rely upon the accuracy and completeness of thereof. The CLIENT recognizes that it is impossible for S-B to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold S-B harmless from any and all claims, losses, costs or damages of any nature whatsoever for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT to S-B.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-B or its subcontractors. S-B will use the standard of care defined in this Agreement in providing this service. The information S-B must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-B for all claims, losses, costs and damages arising out of the location of underground utilities provided by S-B under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-B shall not be responsible for the acts or omissions arising from contractor work (including their subcontractors), their employees or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-B under this Agreement. S-B shall not have responsibility for contractor means, methods, techniques, sequences, and progress of construction. In addition, CLIENT agrees that S-B is not responsible for safety at the project site and that safety during construction is addressed in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as a part of this Agreement S-B reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-B, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the



Standard Terms and Conditions

information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. S-B's review shall be conducted with reasonable promptness while allowing sufficient time in S-B's judgment to permit adequate review. Review of a specific item shall not indicate that S-B has reviewed the entire assembly of which the item is a component. S-B shall not be responsible for any deviations from the contract documents not brought to the attention of S-B in writing by the Contractor. S-B shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as a part of this Agreement S-B is providing opinions of probable construction cost, the CLIENT understands that S-B has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-B's opinions of probable construction costs are to be made on the basis of S-B's qualifications and experience. S-B makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

Unless otherwise specified in the Agreement, the CLIENT has not retained S-B to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-B does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

OTHER SERVICES

The CLIENT may direct S-B to provide other services, including, but not limited to, any additional services identified in S-B's proposal. If S-B agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-B to provide these services. Compensation for such services shall be at S-B's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-B as instruments of service shall remain the property of S-B. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold S-B harmless from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the client or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT.

DISPUTE RESOLUTION

Any claims or disputes between the CLIENT and S-B made during or after the providing of services under this Agreement shall be submitted to non-binding mediation. Any costs incurred directly for a mediator shall be shared equally between the parties involved in the mediation.

DELAYS

S-B is not responsible for delays caused by factors beyond S-B's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of S-B's services or work product promptly, or delays caused by faulty performance by the CLIENT or by contractors of any level. When such delays beyond S-B's reasonable control occur, the CLIENT agrees S-B is not responsible for damages, nor shall S-B be deemed to be in default of this Agreement.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-B shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-B address written in this Agreement.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-B and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

SIGNATURES

Original, facsimile, or electronic signatures by the parties are deemed acceptable for binding the parties to the Agreement.



VACANCY FORM

SELECT ONE:

☐ NEW POSITION

☒ REPLACEMENT

REPLACES: Mary Keiller

SELECT ONE:

☐ NEW JOB CLASSIFICATION

☒ EXISTING JOB CLASSIFICATION

JOB TITLE: Administrative Assistant I Confidential

DEPARTMENT: Public Health

SHIFT/HOURS: 8:00AM - 4:30PM

NUMBER OF POSITIONS: 1

VACANCY DATE: 01/27/2023

NEW POSITION FUNDING SOURCE(S):

Converting the vacated position from secretary to an

Administrative Assistant I Confidential, difference
funded from dept. budget

REASON TO ADD NEW POSITION (if applicable): ☐ BUDGET OFFER

☐ GRANT FUNDING

☐ OTHER: _____

DURATION OF POSTING (must remain open a minimum of 10 days): _____

POSITION TYPE:

☒ FULL-TIME ☐ PART-TIME _____ # of hours/week ☐ TEMPORARY/SEASONAL

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

BARGAINING UNIT: ☐ Clerical ☐ Maintenance ☐ Para Professional ☐ Professional
☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME

☒ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: [Signature]
DEPARTMENT HEAD (original signature required)

09.07.2023
DATE

By signing above, I acknowledge my understanding of the following about external job postings: Failure to make a good faith effort to begin the interview process within one month of receiving candidates' applications will result in HR charging the cost of advertising back to the department.

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: May not be a wash depending on pay/benefits for new person.

FINANCE/BUDGET DIRECTOR COMMENTS: FTE count will not change; funded by department.

APPROVED BY: [Signature]
HUMAN RESOURCES DIRECTOR

9-19-23
DATE

APPROVED BY: [Signature]
FINANCE/BUDGET DIRECTOR

9/19/2023
DATE

APPROVED BY: _____
CHAIRPERSON/BOARD OF SUPERVISORS

DATE



VACANCY FORM

SELECT ONE:

☐ NEW POSITION

☒ REPLACEMENT

REPLACES: Helen Karr

SELECT ONE:

☒ NEW JOB CLASSIFICATION

☐ EXISTING JOB CLASSIFICATION

JOB TITLE: Administrative Secretary

DEPARTMENT: Secondary Road

SHIFT/HOURS: 7:00 am - 3:30 pm - Monday-Friday

NUMBER OF POSITIONS: 1

VACANCY DATE: immediate (retiring 12/8)

NEW POSITION FUNDING SOURCE(S):

Existing budget

high grade 2 levels above position
being vacated add'l salary to
come from department.

REASON TO ADD NEW POSITION (if
applicable): ☐ BUDGET OFFER

☐ GRANT FUNDING

☐ OTHER: _____

DURATION OF POSTING (must remain open a minimum of 10 days): 10 days

POSITION TYPE:

☒ FULL-TIME ☐ PART-TIME _____ # of hours/week ☐ TEMPORARY/SEASONAL

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

BARGAINING UNIT: ☒ Clerical ☐ Maintenance ☐ Para Professional ☒ Professional

☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: [Signature]

DEPARTMENT HEAD (original signature required)

9/14/23
DATE

By signing above, I acknowledge my understanding of the following about external job postings: Failure to make a good faith effort to begin the interview process within one month of receiving candidates' applications will result in HR charging the cost of advertising back to the department.

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: _____

FINANCE/BUDGET DIRECTOR COMMENTS: no increase in FTEs; funded by department

APPROVED BY: [Signature]

HUMAN RESOURCES DIRECTOR

9-20-23
DATE

APPROVED BY: [Signature]

FINANCE/BUDGET DIRECTOR

9/21/23
DATE

APPROVED BY: _____

CHAIRPERSON/BOARD OF SUPERVISORS

DATE

County Auditor's Certificate of Adjustment to Tax List
1-1-2022 Assessment, Taxes Payable 2023-2024

TC # 24-011
Help Desk # 79456

To the Treasurer of Linn County:

You are hereby authorized to enter an adjustment of the current tax list, representing a correction to the present abstract, same as to be entered opposite the listing having the description appearing below:

Parcel Number: 14283-82003-00000

Owner of Record: GREENE, BROOKE

Address: 1203 M ST SW

Reason for Correction: CLERICAL ERROR - ADD HOMESTEAD CREDIT

		Before Correction	After Correction	Net Change
Tax District	Pick from List	20100	20100	
TIF District	Input or Blank if N/A			
Class1	Pick from List	Residential	Residential	
Assessed Value1	Input	✓ 86,700.00	✓ 86,700.00	
Rollback1	Formula	54.65010%	54.65010%	
Class2	Pick from List	Pick from List	Pick from List	
Assessed Value2	Input			
Rollback2	Formula	0.00000%	0.00000%	
Taxable Value	Formula	47,382.00	47,382.00	
Military Exemption	Y or N	N	N	
Military Value	Formula	-	-	
Net Taxable Value	Formula	47,382.00	47,382.00	
Tax Rate	Formula	38.59404	38.59404	
Gross Tax	Formula	1,828.66	1,828.66	
Homestead Credit	Y or N	N	✓ Y	
Homestead Amount	Formula	-	187.18	
AG Amount	Input	-	-	
FF Amount	Input	-	-	
DSC Amount	Input	-	-	
Calculated Net Tax	Formula	1,828.66	1,641.48	
Calculated Rounded Tax	Formula	✓ 1,828.00	1,641.00	(187.00)

Prepared by NW Date 9-11-23
Approved by R3 Date 9-20-23

CITY ASSESSOR'S REQUEST FOR ADJUSTMENT

TO THE AUDITOR OF LINN COUNTY, IOWA: You are hereby requested to enter an adjustment under the following description of the City Assessor's List:

DATE: September 7, 2023

FOR ASSESSMENT YEAR: 2022

GPN 14283-82003-00000

DISTRICT: 20100

DEED GREENE BROOKE

ADDRESS 1203 M ST SW

ORIGINAL ASSESSED VALUATION

100% ASSESSED VALUE (Tyler = Full Value)	EXEMPT VALUE	CURRENT/TAXABLE VALUE (Tyler = Assessed Value)
CLASS: RESIDENTIAL	CODE: SEE BELOW	<i>value after exemptions/abatements</i>
LAND RES:	LAND RES:	LAND RES:
LAND COM:	LAND COM:	LAND COM:
DWLG:	DWLG:	DWLG:
BLDG/IMPR:	BLDG/IMPR:	BLDG/IMPR:
TOTAL:	TOTAL:	TOTAL:

ADJUSTMENT TO BE MADE:

100% ASSESSED VALUE (Tyler = Full Value)	EXEMPT VALUE	CURRENT/TAXABLE VALUE (Tyler = Assessed Value)
CLASS: RESIDENTIAL	CODE: SEE BELOW	<i>value after exemptions/abatements</i>
LAND RES:	LAND RES:	LAND RES:
LAND COM:	LAND COM:	LAND COM:
DWLG:	DWLG:	DWLG:
BLDG/IMPR:	BLDG/IMPR:	BLDG/IMPR:
TOTAL:	TOTAL:	TOTAL:

REMARKS DUE TO CLERICAL ERROR; ADD HOMESTEAD CREDIT FOR THE 2022 ASSESSMENT YEAR

EXEMPT CODE: NA

ADJUSTMENT ENTERED:

DATE: _____

AUDITOR: _____

SIGNED


CITY ASSESSOR / CHIEF DEPUTY

From: [Lemburg, Barb A.](#)
To: [Kolpak, Dawn M.](#)
Cc: [Carson, Julie A.](#)
Subject: 14283-82003-00000 - 1203 M ST SW
Date: Thursday, September 7, 2023 3:11:12 PM
Attachments: [142838200300000 GREENE BROOKE.pdf](#)
[142838200300000 GREENE BROOKE 2.pdf](#)

Hello,

Brooke Greene has applied for the homestead tax credit. When I was saving her application in DMS, I noticed that we already had an application from Brooke dated 3/23/20. The homestead tax credit was not added in VCS or Tyler. I am recommending that we do a LOC for 2022 and 2023 to correct our error; technically she has missed out on the tax credit for 2020 and 2021 assessment years. I have corrected this in VCS working and certified. I did use the original date of the application submitted in the credit module.

Thank you,

Real Estate Parcel: 142838200300000

Save and Close Print Screen ? Help Documents (0)

Parcel: 142838200300000 District: 20100- CEDAR RAPIDS CITY CEDAR RAPIDS IA Class: R- Residential

Owner: GREENE BROOKE Alerts (0) Legal: MC CLENAHAN & BUCHANAN'S 2N

Year: 2023 Assessor Situs: 1203 M ST SW

Overview General Ownership Situs Address Legal Values Tax Breakdown

(0) Credits (1) Transfers (0) Lineage (0) Notes (0) Certificates (0) Advanced Payments Charges Auditor Parcel Treasurer Parcel Recorded Document GIS Documents

Class District	Credit Type	Effective Year	Removal Year	Taxable Value	Taxes	Exempt Value	Exempt Taxes
----------------	-------------	----------------	--------------	---------------	-------	--------------	--------------

Add View Delete



BARB LEMBURG
Deputy Assessor
CITY ASSESSOR'S OFFICE
Ph: 319-288-5229 | Fax: 319-288-5880
500 15th Ave SW | Cedar Rapids, IA 52404
cedarrapids.iowaassessor.com



Homestead Tax Credit and Exemption

Iowa Code chapter 425 and Iowa Administrative Code rule 701—110.1

This application must be filed or postmarked to your city or county assessor on or before July 1 of the year in which the credit or exemption is first claimed. Upon filing and allowance of the claim, the claim is allowed on that homestead for successive years without further filing as long as the person qualifies for the homestead credit or exemption. A claim filed after July 1 of the year for which the person is claiming the credit or exemption shall be considered a claim filed for the following year. Contact information for all assessors can be found at the Iowa State Association of Assessors website: iowa-assessors.org

Print property information

Parcel number: 14283-82003-00000 Owner: GREENE BROOKE

Owner Birthdate*: ___/___/___ *Beginning with assessment year 2023, claimants aged 65 years or older may claim a homestead exemption in addition to the homestead credit.

Property location address: 1203 M ST SW

City: CEDAR RAPIDS State: IA ZIP: 52404-0000

Property owner mailing address: 1203 M ST SW

City: CEDAR RAPIDS IA State: IA ZIP: 52404-0000

County: Cedar Rapids City Number of acres: 0.176

Phone: (319) 558-7437 Email: brookeg82@hotmail.com

Type of ownership (check one): deed: ☒ contract: ☐ inheritance: ☐ other: ☐

Evidence of ownership on file in book/page or instrument number: 10586/51

I began to occupy this homestead on this date: 03/02/2020 and will occupy the dwelling house, in good faith, on July 1 and for at least six months during that calendar year, or I am confined in a nursing home, extended-care facility, or hospital and the homestead is maintained and not leased or rented, or I am on active duty in the military.

I declare residency in Iowa for purposes of income taxation and that no other application for homestead credit or exemption has been filed on other property.

Previous address: 2301 23rd St Dr SE

City: Cedar Rapids State: IA ZIP: 52402

Do you still own the previous address?

Yes ☐

No ☒

If Yes, is the property for sale ☐ or rent ☐?

Was this property part of a distribution made pursuant to Iowa Code chapter 598 (Dissolution of Marriage)?

Yes ☐

No ☒

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I certify that a smoke detector or smoke detectors meeting the requirements of Iowa Code section 100.18 and Iowa Administrative Code chapter 661—210:

has been installed: ☒ or will be installed within 30 days of filing this application: ☐

This homestead contains a fuel-fired heater or appliance, a fireplace, or an attached garage:

Yes ☐ No ☒

If Yes, I certify that a carbon monoxide alarm meeting the requirements of Iowa Code section 100.18:

has been installed: ☐ or will be installed within 30 days of filing this application: ☐

I was 65 years old or older on or before January 1 of the year of this application and I am claiming the homestead exemption.

Yes ☐ No ☒

I, the undersigned, declare under penalties of perjury or false certificate, that I have examined this application, and, to the best of my knowledge and belief, it is true, correct, and complete.

Signature: Bruce Hume Date: 09/06/2023

Written notification must be given to the assessor upon conveyance of this property or its discontinued use as your homestead.

ASSESSOR USE ONLY

Assessor or authorized representative:

Parcel number: 14283-82003-00000

I recommend that the application for credit be: Allowed: ☒ Disallowed: ☐

If the claimant is claiming the homestead exemption, I recommend that the application for exemption be:
Allowed: ☐ Disallowed: ☒

If the assessor recommends disallowance, provide reasons for the recommendation below:

Signature: Barb Limburg Date: SEP 05 2023

RECEIVED

CITY ASSESSOR'S OFFICE
CEDAR RAPIDS, IA

Board of supervisors: Allowed: ☐ Disallowed: ☐

Signature: _____ Date: _____

**Homestead Tax Credit**

Iowa Code chapter 425

This application must be filed or postmarked to your city or county assessor by July 1 of the year in which the credit is first claimed. Upon filing and allowance of the claim, the claim is allowed on that homestead for successive years without further filing as long as the person qualifies for the homestead credit. Contact information for all assessors can be found at the Iowa State Association of Assessors website: (www.iowa-assessors.org)

Property Information – Please PrintParcel number: 14283-82003-00000Owner: Brooke GreeneProperty location address: 1203 M ST SWCity: CEDAR RAPIDS State: IA ZIP: 52404-0000Property owner mailing address: 1203 M ST SWCity: CEDAR RAPIDS IA State: _____ ZIP: 52404-0000County: Cedar Rapids City Number of acres: 0.1760Phone: 319-558-7437 Email: brookeg82@hotmail.comType of ownership (check one): deed: ☒ contract: ☐ inheritance: ☐ other: ☐Evidence of ownership on file in Book/Page or Instrument Number: 10586/51

I began to occupy this homestead on this date: 3/5/2020 and will occupy the dwelling house, in good faith, on July 1 and for at least six months during that calendar year, or I am confined in a nursing home, extended-care facility, or hospital and the homestead is maintained and not leased or rented, or I am on active duty in the military.

I declare residency in Iowa for purposes of income taxation and that no other application for homestead credit has been filed on other property.

Previous Address: 2301 1st Ave SeCity: Cedar Rapids State: IA ZIP: 52402

Do you still own the previous address?

Yes ☐No ☒If Yes, is the property for sale ☐ or rent ☐?

Was this property part of a distribution made pursuant to Iowa Code chapter 598 (Dissolution of Marriage)?

Yes ☐No ☒Signature: Brooke Greene Date: 3/20/20

I certify that a smoke detector or smoke detectors meeting the requirements of Iowa Code section 100.18 and 661 Iowa Administrative Code chapter 210:

has been installed: ☒ **or** will be installed within 30 days of filing this application: ☐

This homestead contains a fuel-fired heater or appliance, a fireplace, or an attached garage:

Yes ☐ No ☒

If Yes, I certify that a carbon monoxide alarm meeting the requirements of Iowa Code section 100.18:

has been installed: ☒ **or** will be installed within 30 days of filing this application: ☐

I, the undersigned, declare under penalties of perjury or false certificate, that I have examined this application, and, to the best of my knowledge and belief, it is true, correct, and complete.

Signature: Brooke Greene Date: 3/20/20

Written notification must be given to the assessor upon conveyance of this property or its discontinued use as your homestead.

ASSESSOR USE ONLY

Assessor or Authorized Representative:

Parcel Number: 14283-82003-00000

I recommend that the application be: Allowed: ☒ Disallowed: ☐

Signature: Kim Drossler (email) Date: 3-23-2020

Board of Supervisors:

Allowed: ☐

Disallowed: ☐

Date: _____

Signature: _____