

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, February 15, 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.

Reports

Receive and place on file Treasurer's (Auto Dept.) Report to the County Auditor Receipts and Disbursements for the Month of January, 2023.

Resolutions

Resolution Approving Compensation for Attorneys Appointed by the District Court.

Resolution to establish stop regulations at numerous locations on Linn County secondary roads.

Resolution to approve a final plat for Eagle Trace Second Addition, case JF22-0023.

Resolution to approve a final plat for Hazelwood Farm First Addition, case JF23-0001.

Resolution (1) approving an amendment to the terms of a Bond and Loan Agreement changing from a LIBOR index to a Secured Overnight Financing Rate (SOFR) index for setting the variable interest rate on and (2) Identifying on the books and records of Linn County, Iowa, a hedge contract with Bankers Trust Company, all with respect to Linn County, Iowa Midwestern Disaster Area Revenue Bond, Series 2010 (TEG Property I, Inc. Project)

Contract and Agreements

Approve and authorize Chair to sign a Preliminary Plat Application for a 116.39-acre area of the Dows Farm property, located in the 600 Block of Dows Rd and the 6900 Block of Mount Vernon Rd SE

Approve and authorize Chair to sign Fiscal Year 2023 (IDOT) Iowa Department of Transportation Secondary Roads Five Year Program Version 1

Approve and authorize Chair to sign a Solid Waste Agency Charge Account Agreement to grant charge privileges to Linn County departments

Approve Amendment Number 3 to the Professional Services Agreement between Linn County and Martin Gardner Architecture for the Linn County Secondary Roads District 1 Shop Project, by adding \$12,000 to revise the Phase 2 construction documents and to rebid the Phase 2 project, and authorize Supervisor Louis Zumbach to execute the Amendment

Approve and authorize Chair to sign Opioid Settlement Participation Forms on behalf of Linn County for the New Opioid Settlements with Allergan, CVS, Teva, Walgreens, and Walmart.

Award bid and authorize Chair to sign contracts for 2023 Dust Control Rock as follows:

- Crawford Quarry in the amount of \$17,250.00
- Wendling Quarries, Inc. in the amount of \$93,295.00

Award bid and authorize Chair to sign contracts for 2023 Maintenance Rock as follows:

- Crawford Quarry in the amount of \$99,000. 00
- Moyna Materials in the amount of \$160,850.00
- Weber Stone Co in the amount of \$222,000.00
- Wendling Quarries, Inc. in the amount of \$487,950.00

Award bid and authorize Chair to sign contracts for 2023 Project Rock as follows:

- Moyna Materials in the amount of \$340,660.00
- Weber Stone Co. in the amount of \$738,190.00
- Wendling Quarries, Inc. in the amount of \$246,664.00

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.

Presentation of the 5 Year Construction Plan and Fiscal Year 2024 Maintenance for the Secondary Road Department.

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.

Legislative Update

Discuss and decide on action related to proposed legislation

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.

TREASURER'S (AUTO DEPT.) REPORT TO THE COUNTY AUDITOR
 RECEIPTS AND DISBURSEMENTS
 MONTH OF JANUARY 2023

FUND	RECEIPTS		DISBURSEMENTS		PREVIOUS BAL.	GRAND TOTAL
	CASH BOOK	TRANSFERS	TREAS CKS.	TRANSFERS		
AUTO LICENSE	\$ 3,972,883.50		\$ 3,535,552.00		\$ 3,535,552.00	\$ 3,972,883.50
USE TAX	\$ 2,587,086.40		\$ 2,255,598.49		\$ 2,255,598.49	\$ 2,587,086.40
SURCHARGE	\$ 22,930.00		\$ 19,345.00		\$ 19,345.00	\$ 22,930.00
AMATEUR RADIO	\$ 85.00		\$ 60.00		\$ 60.00	\$ 85.00
BLACK OUT	\$ 48,590.00		\$ 36,835.00		\$ 36,835.00	\$ 48,590.00
BREAST CANCER	\$ 115.00		\$ 30.00		\$ 30.00	\$ 115.00
BRONZE STAR	\$ 10.00		\$ 20.00		\$ 20.00	\$ 10.00
CATTLEMAN	\$ 70.00		\$ 50.00		\$ 50.00	\$ 70.00
CHOOSE LIFE	\$ 20.00		\$ 70.00		\$ 70.00	\$ 20.00
ISU	\$ 195.00		\$ 270.00		\$ 270.00	\$ 195.00
U OF I	\$ 1,178.00		\$ 873.00		\$ 873.00	\$ 1,178.00
UNI	\$ 70.00		\$ 56.00		\$ 56.00	\$ 70.00
OTHER COLLEGE PL	\$ 170.00		\$ 162.00		\$ 162.00	\$ 170.00
PERS PLATE	\$ 2,005.00		\$ 1,378.00		\$ 1,378.00	\$ 2,005.00
DECAL	\$ 10.00		\$ 5.00		\$ 5.00	\$ 10.00
DUCKS UNLTD	\$ -		\$ 45.00		\$ 45.00	\$ -
EDUCATION	\$ 10.00		\$ -		\$ -	\$ 10.00
EMS	\$ -		\$ -		\$ -	\$ -
EV/PHEV	\$ 10,820.80		\$ 6,830.49		\$ 6,830.49	\$ 10,820.80
FALLEN OFFICER	\$ 90.00		\$ 65.00		\$ 65.00	\$ 90.00
FIREFIGHTER	\$ 25.00		\$ 25.00		\$ 25.00	\$ 25.00
FLY OUR COLORS	\$ 475.00		\$ 398.00		\$ 398.00	\$ 475.00
GOD BLESS	\$ 75.00		\$ 55.00		\$ 55.00	\$ 75.00
GOLD STAR FAMILY	\$ 5.00		\$ -		\$ -	\$ 5.00
HERITAGE	\$ -		\$ 30.00		\$ 30.00	\$ -
IOWA AG LITERACY	\$ -		\$ 25.00		\$ 25.00	\$ -
LEGION OF MERIT	\$ -		\$ -		\$ -	\$ -
LOVE R KIDS	\$ 25.00		\$ 25.00		\$ 25.00	\$ 25.00
MCYCLE RIDER	\$ 25.00		\$ -		\$ -	\$ 25.00
NAT'L GUARD	\$ 10.00		\$ 10.00		\$ 10.00	\$ 10.00
DNR	\$ 3,495.00		\$ 2,695.00		\$ 2,695.00	\$ 3,495.00
ORGAN DONOR	\$ 60.00		\$ 100.00		\$ 100.00	\$ 60.00
PEARL HARBOR	\$ -		\$ -		\$ -	\$ -
POW	\$ -		\$ -		\$ -	\$ -
PROFESSIONAL FIRE	\$ 25.00		\$ 15.00		\$ 15.00	\$ 25.00

PURPLE HEART	\$ 20.00		\$ 10.00		\$ 10.00	\$ 20.00
PWD	\$ 30.00		\$ 25.00		\$ 25.00	\$ 30.00
USAF AIRFORCE	\$ 30.00		\$ 25.00		\$ 25.00	\$ 30.00
USAF ARMY	\$ 75.00		\$ 10.00		\$ 10.00	\$ 75.00
USAF COAST GUARD	\$ -		\$ -		\$ -	\$ -
USAF MARINES	\$ 10.00		\$ 5.00		\$ 5.00	\$ 10.00
USAF NAVY	\$ 20.00		\$ 10.00		\$ 10.00	\$ 20.00
SHARE THE ROAD	\$ 150.00		\$ 65.00		\$ 65.00	\$ 150.00
SHRINERS	\$ 5.00		\$ 10.00		\$ 10.00	\$ 5.00
SILVER STAR	\$ 5.00		\$ -		\$ -	\$ 5.00
VETERANS	\$ 280.00		\$ 290.00		\$ 290.00	\$ 280.00
VETS CROSS/MEDAL	\$ -		\$ -		\$ -	\$ -
ANATOMICAL FEES	\$ 485.69		\$ 441.07		\$ 441.07	\$ 485.69
ADMIN FEES	\$ 15.00		\$ -		\$ -	\$ 15.00
MAIL PROCESSING	\$ 23,766.00		\$ 18,644.00		\$ 18,644.00	\$ 23,766.00
NSF FEES	\$ 498.00		\$ 425.00		\$ 425.00	\$ 498.00
AUTO TRANSFERS					\$ (131,000.00)	\$ (131,000.00)
TOTAL	\$ 6,675,948.39	\$ -	\$ 5,880,583.05	\$ -	\$ 5,749,583.05	\$ 6,544,948.39

LINN COUNTY TREASURER

Brent Coleman by [Signature]

RECEIVED
JAN 10 2013
LINN COUNTY TREASURER

RESOLUTION

**A RESOLUTION APPROVING COMPENSATION FOR
ATTORNEYS APPOINTED BY THE DISTRICT COURT**

WHEREAS, the Code of Iowa sets terms and conditions under which the District Court appoints attorneys at county expense, and

WHEREAS, the Board of Supervisors, Linn County, Iowa, is authorized to establish an hourly rate by which attorneys appointed by the District Court at county expense are to be compensated, and

WHEREAS, compensation of attorneys appointed by the District Court at county expense is to be in substantially the same manner as provided for public defenders pursuant to Iowa Code 815.7.

WHEREAS, the Iowa Legislature recently amended Iowa Code section 815.7, increasing compensation made on or after July 1, 2022.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, this date met in lawful session, that the hourly rate for compensation of attorneys appointed by the District Court at county expense shall be fixed at \$68.00 per hour for such hours as are verified by the attorney and approved by the District Court for payment.

PASSED AND APPROVED this ____ day of February, 2023.

LINN COUNTY BOARD OF SUPERVISORS

Louis Zumbach, Chair

Kirsten Running-Marquardt, Supervisor

Ben Rogers, Vice Chair.

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 _____ Absent from voting

Joel Miller, Linn County Auditor

RESOLUTION # _____

ESTABLISH STOP REGULATIONS

WHEREAS, the following intersection located in Linn County has been reviewed by the Linn County Secondary Road Department, and

WHEREAS, it is deemed appropriate to place traffic control signing.

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors, meeting in regular session, and upon recommendation of the Linn County Engineer that the Secondary Road Department place a stop sign at the following locations.

- Stop northbound traffic on Buffalo Drive at the intersection with Sutton Road in section 19-86-6.

The Board of Supervisors declares these signs to be legal, valid and enforceable and directs the County Engineer to erect said signs in accordance with the provisions of the Code of Iowa.

Moved by Supervisor _____ Seconded by Supervisor _____
that the above resolution be adopted this ____ day of _____, 202____ by a vote of ____ aye ____ nay and
_____ abstain from voting.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

ATTEST:

Chairperson

Linn County Auditor

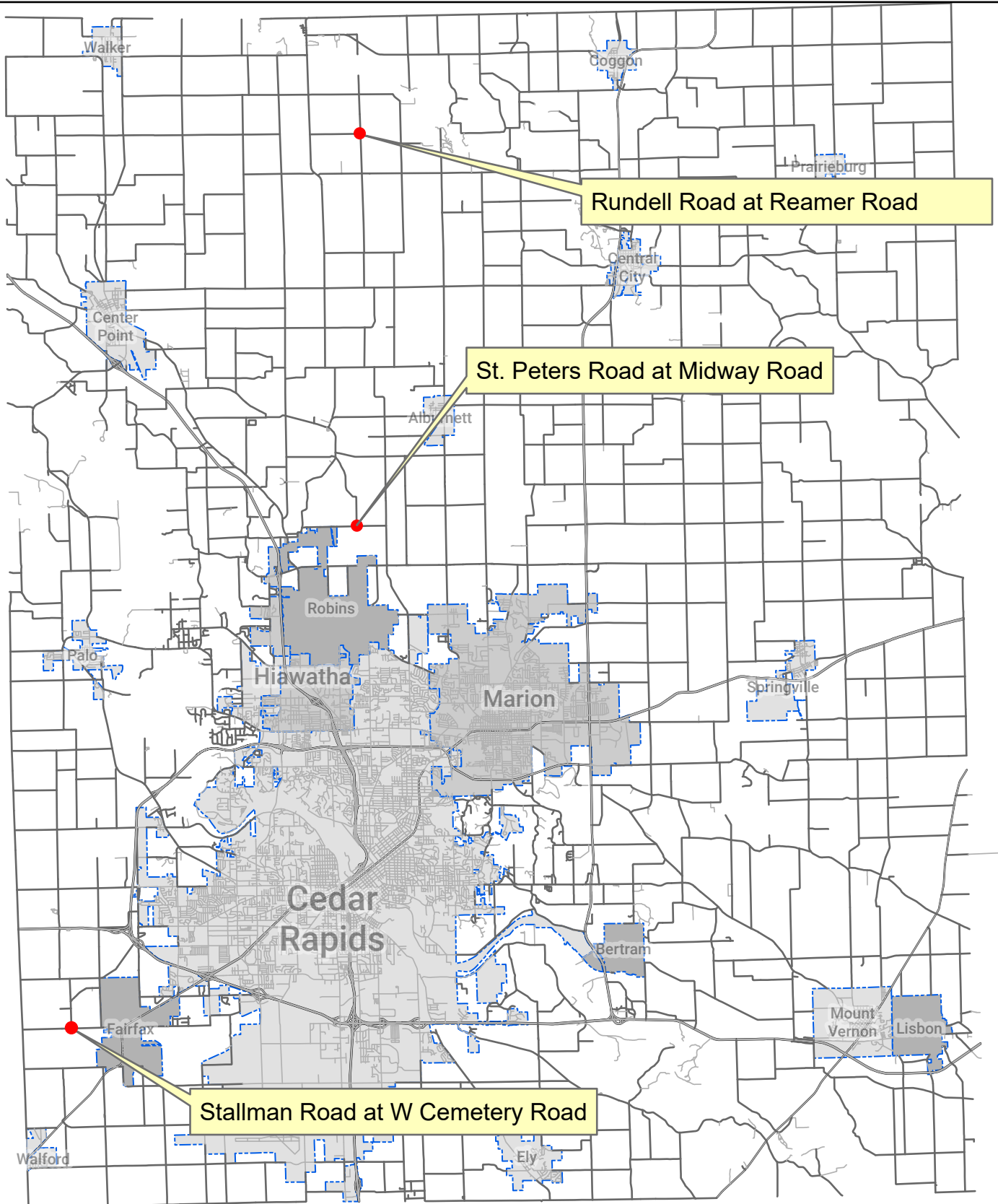
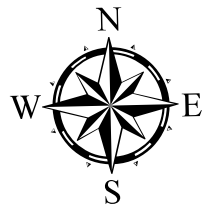
Vice Chairperson

Supervisor



Installation of New Stop Signs

Linn County Secondary Road Department



LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING A FINAL PLAT

WHEREAS, a final plat of Eagle Trace Second Addition (Case #JF22-0023) 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 SESW of Section 12, Township 83 North, Range 7 West of the 5th P.M., Linn County, Iowa, described as follows:

Lot 2, Eagle Trace First Addition to Linn County, Iowa. Described parcel contains 1.41 acres.

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. 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.
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. 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. 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. 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. Submit erosion and sediment control plan for review and acceptance.
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.

LINN COUNTY CONSERVATION DEPARTMENT

No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT

No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT - ZONING DIVISION

1. Various revisions to the site plan and final plat.
2. Prior to approval of the final plat, the owner must sign an "Acceptance of Conditions" form. The "Acceptance of Conditions" form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
3. This plat lies within the 2-mile jurisdiction of the City of Cedar Rapids, and as per the 28E Agreement between the City and the County, will require City approval or a waiver of the right to review.
4. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
5. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.
6. The final plat bound documents must be approved by the Linn County Board of Supervisors on or before **OCTOBER 17, 2023** as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f) of the UDC.
7. One original and one complete copy of the final plat bound documents that must include the following:
 - i. Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads.
 - ii. Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located.
 - iii. Surveyor's certificate
 - iv. Auditor's certificate
 - v. Resolution of the Planning and Zoning Commission
 - vi. Resolution of the Board of Supervisors
 - vii. Resolution of approval or waiver of review by applicable municipalities
 - viii. Treasurer's certificate
 - i. Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the UDC.
 - ii. Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument.
 - iii. Ten original signed plat drawings
 - iv. A covenant for a secondary road assessment

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

Linn County Board of Supervisors
February 15, 2023
Resolution # _____
JF22-0023
Page 4 of 4

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 Hazelwood Farm First Addition (Case #JF23-0001) 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 NWSW of Section 7, Township 84 North, Range 7 West of the 5th P.M., Linn County, Iowa, described as follows:

A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE $\frac{1}{4}$ SE $\frac{1}{4}$) AND A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$ SE $\frac{1}{4}$) OF SECTION TWELVE (12), TOWNSHIP EIGHTY-FOUR (84) NORTH, RANGE EIGHT (8) WEST OF THE FIFTH PRINCIPAL MERIDIAN, AND A PORTION OF THE FRACTIONAL NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (FRL NW $\frac{1}{4}$ SW $\frac{1}{4}$) AND A PORTION OF THE FRACTIONAL SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (FRL SW $\frac{1}{4}$ SW $\frac{1}{4}$) OF SECTION SEVEN (7), TOWNSHIP EIGHTY-FOUR (84) NORTH, RANGE SEVEN (7) WEST OF THE FIFTH PRINCIPAL MERIDIAN, ALL OF THE ABOVE IN LINN COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID FRL NW $\frac{1}{4}$ SW $\frac{1}{4}$; THENCE SOUTH 89°09'50" EAST ON THE SOUTH LINE OF SAID FRL NW $\frac{1}{4}$ SW $\frac{1}{4}$, A DISTANCE OF 256.70 FEET TO THE EAST LINE OF THE LAND DESCRIBED AS PARCEL 1 IN SECOND CORRECTIVE COURT OFFICER DEED TO LONNIE R. AND D. JANENE OLIPHANT, AS RECORDED IN BOOK 8302 AT PAGE 91 IN THE OFFICE OF THE LINN COUNTY, IOWA RECORDER, AND THE POINT OF BEGINNING; THENCE SOUTH 9°17'43" WEST ON SAID EAST LINE, 19.86 FEET TO THE NORTHEAST CORNER OF THE LAND DESCRIBED AS PARCEL 3 IN SAID SECOND CORRECTIVE COURT OFFICER DEED; THENCE CONTINUING SOUTH 9°17'43" WEST ON THE EAST LINE OF SAID PARCEL 3, A DISTANCE OF 449.39 FEET TO THE NORTHEAST CORNER OF THE LAND DESCRIBED AS PARCEL 2 IN SAID SECOND CORRECTIVE COURT OFFICER DEED; THENCE CONTINUING SOUTH 9°17'43" WEST ON THE EAST LINE OF SAID PARCEL 2, A DISTANCE OF 415.00 FEET; THENCE NORTH 80°42'17" WEST, 133.07 FEET TO THE WEST LINE OF SAID PARCEL 2; THENCE NORTH 9°17'43" EAST ON SAID WEST LINE OF PARCEL 2, A DISTANCE OF 415.00 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED AS PARCEL 1 IN CORRECTED IOWA QUIT CLAIM DEED TO OLIPHANT ENGINEERING AND CONSTRUCTION, INCORPORATED, AS RECORDED IN BOOK 1927 AT PAGE 8 IN SAID RECORDER'S OFFICE; THENCE NORTH 80°43'43" WEST ON THE SOUTH LINE OF SAID CORRECTED IOWA QUIT CLAIM DEED PARCEL 1, A DISTANCE OF 156.47 FEET TO THE EASTERLY RIGHT OF WAY LINE OF FRONT DRIVE; THENCE NORTH 9°14'48" EAST ON SAID RIGHT OF WAY LINE, 409.72 FEET; THENCE NORTH 12°16'46" EAST ON SAID RIGHT OF WAY LINE, 360.85 TO THE NORTH LINE OF SAID CORRECTED IOWA QUIT CLAIM DEED PARCEL 1; THENCE SOUTH 80°42'40" EAST ON SAID NORTH LINE, 138.03 FEET TO THE WEST LINE OF SAID SECOND CORRECTIVE COURT OFFICER DEED PARCEL 1; THENCE NORTH 9°17'38" EAST ON SAID WEST LINE, 9.36 FEET TO THE NORTH LINE OF SAID SECOND CORRECTIVE COURT OFFICER DEED PARCEL 1; THENCE SOUTH 80°42'17" EAST ON SAID NORTH LINE, 132.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 1; THENCE SOUTH 9°17'43" WEST ON THE EAST LINE OF SAID PARCEL 1, A DISTANCE OF 310.28 FEET TO THE SOUTH LINE OF SAID FRL NW $\frac{1}{4}$ SW $\frac{1}{4}$; THENCE SOUTH 88°09'50" EAST ON SAID SOUTH LINE, 1.08 FEET TO THE POINT OF BEGINNING. (THE ABOVE DESCRIPTION IS INTENDED TO DESCRIBE THE SAME LAND AS DESCRIBED IN WARRANTY DEED TO HAZELWOOD FARM LLC, RECORDED IN BOOK 11255 AT PAGE 109 IN THE OFFICE OF THE LINN COUNTY, IOWA RECORDER.) DESCRIBED PARCEL CONTAINS 6.33 ACRES.

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, 2023 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 trees / brush within County right-of-way and conditions applicable to Final Plat cases. County Standard Specifications, Section 1.
3. 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

No conditions to be met.

LINN COUNTY PUBLIC HEALTH DEPARTMENT

No conditions to be met.

NATURAL RESOURCES CONSERVATION SERVICE

1. Add 20' drainageway easements along lot lines.
2. Land disturbance greater than 1 acre in size, not associated with agricultural crop production, will require a NPDES permit granted by the Iowa Department of Natural Resources.
3. Submit erosion and sediment control plan for review and acceptance.
4. 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.
5. 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. Prior to approval of the final plat, the owner must sign an "Acceptance of Conditions" form. The "Acceptance of Conditions" form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
3. This plat lies within the 2-mile jurisdiction of the City of Hiawatha. As per Chapter 354 of the Code of Iowa, a certified resolution by any municipality that has authority to review the plat to either approve the plat or waive its right to review must be provided.
4. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.

5. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.
6. The final plat bound documents must be approved by the Linn County Board of Supervisors on or before **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.
7. One original and one complete copy of the final plat bound documents that must include the following:
 - i. Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads.
 - ii. Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located.
 - iii. Surveyor's certificate
 - iv. Auditor's certificate
 - v. Resolution of the Planning and Zoning Commission
 - vi. Resolution of the Board of Supervisors
 - vii. Resolution of approval or waiver of review by applicable municipalities
 - viii. Treasurer's certificate
 - i. Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the UDC.
 - ii. Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument.
 - iii. Ten original signed plat drawings
 - iv. A covenant for a secondary road assessment

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

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by **February 15, 2024**, to be valid.

Passed and approved this 15th day of February 2023

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

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

Linn County Board of Supervisors
February 15, 2023
Resolution # _____
JF23-0001
Page 5 of 5

Subscribed and sworn to before me by the aforesaid Joel Miller, _____,
on this _____ day of _____, 2023.

Notary Public State of Iowa

(This Notice to be Posted)

NOTICE AND CALL OF MEETING

Governmental Body: Board of Supervisors
Linn County, Iowa

Date of Meeting: February 15, 2023

Time of Meeting: 10:00 a.m.

Place of Meeting: Board Room
Jean Oxley Public Service Building
935 Second Street SW
Cedar Rapids, Iowa 52404

PUBLIC NOTICE IS HEREBY GIVEN that the above-mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for said meeting is as follows:

1. Resolution (1) approving an amendment to the terms of a Bond and Loan Agreement changing from a LIBOR index to a Secured Overnight Financing Rate (SOFR) index for setting the variable interest rate on and (2) Identifying on the books and records of Linn County, Iowa, a hedge contract with Bankers Trust Company, all with respect to Linn County, Iowa Midwestern Disaster Area Revenue Bond, Series 2010 (TEG Property I, Inc. Project).

2. Such additional matters as are set forth on the additional _____ page(s) attached hereto (attach copy of agenda).

This Notice is given at the direction of the Chairperson of the Board of Supervisors pursuant to Chapter 21, Iowa Code, as amended, and the local rules of said governmental body.

JOEL D. MILLER, Linn County
Auditor and Clerk to
the Board of Supervisors

Cedar Rapids, Iowa
February 15, 2023

The Board of Supervisors of Linn County, Iowa, met on the above date in the Board Room, Jean Oxley Public Service Center, 935 Second Street SW, Cedar Rapids, Iowa 52404, at 10:00 a.m. in open regular session, pursuant to law and the local rules of the Board.

The meeting was called to order by Chairperson, LOUIS ZUMBACH, presiding, and on roll call the following Board members were present or absent as follows:

<u>NAME</u>	<u>PRESENT</u>	<u>ABSENT</u>
LOUIS ZUMBACH	_____	_____
KIRSTEN RUNNING- MARQUARDT	_____	_____
BEN ROGERS	_____	_____

Matters were discussed relative to the County’s Midwestern Disaster Area Revenue Bonds (TEG Property I, Inc. Project) Series 2010. Following a discussion of the Bond issue, Board Member _____ introduced a resolution entitled:

RESOLUTION (1) APPROVING AN AMENDMENT TO THE TERMS OF A BOND AND LOAN AGREEMENT CHANGING FROM A LIBOR INDEX TO A SECURED OVERNIGHT FINANCING RATE (SOFR) INDEX FOR SETTING THE VARIABLE INTEREST RATE ON AND (2) IDENTIFYING ON THE BOOKS AND RECORDS OF LINN COUNTY, IOWA, A HEDGE CONTRACT WITH BANKERS TRUST COMPANY, ALL WITH RESPECT TO LINN COUNTY, IOWA MIDWESTERN DISASTER AREA REVENUE BOND, SERIES 2010 (TEG PROPERTY I, INC. PROJECT)

hereto attached, and moved its adoption. Board Member _____ seconded the motion to adopt. After due consideration, the roll call was called and the resolution was adopted by the following vote:

<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>DID NOT VOTE</u>
LOUIS ZUMBACH	_____	_____	_____
KIRSTEN RUNNING- MARQUARDT	_____	_____	_____
BEN ROGERS	_____	_____	_____

Thereafter, the Chairperson declared the resolution adopted and approval was signed thereto.

Additional matters were taken before the Board of Supervisors.

Upon motion and vote, the meeting was adjourned.

(Corporate Seal)

LINN COUNTY, IOWA

ATTEST:

LOUIS ZUMBACH, Chairperson

JOEL D. MILLER, Linn County
Auditor and Clerk to
the Board of Supervisors

RESOLUTION NO. _____

RESOLUTION (1) APPROVING AN AMENDMENT TO THE TERMS OF A BOND AND LOAN AGREEMENT CHANGING FROM A LIBOR INDEX TO A SECURED OVERNIGHT FINANCING RATE (SOFR) INDEX FOR SETTING THE VARIABLE INTEREST RATE ON AND (2) IDENTIFYING ON THE BOOKS AND RECORDS OF LINN COUNTY, IOWA, A HEDGE CONTRACT WITH BANKERS TRUST COMPANY, ALL WITH RESPECT TO LINN COUNTY, IOWA MIDWESTERN DISASTER AREA REVENUE BOND, SERIES 2010 (TEG PROPERTY I, INC. PROJECT)

WHEREAS, Linn County, Iowa, (hereinafter “Issuer”) a political subdivision organized and existing under the Constitution and laws of the State of Iowa, is authorized and empowered by Chapter 419 of the Code of Iowa, as amended, (hereinafter “Act”) to issue Midwestern Disaster Area revenue bonds and loan the proceeds from the sale of said bonds to one or more parties to be used to defray all or a portion of the cost of acquiring, constructing and improving land, buildings and improvements for a “project,” as that term is defined in the Act specifically including a project which is suitable for a purpose that is eligible for financing from Midwestern Disaster Area bonds authorized under the federal Emergency Economic Stabilization Act of 2008, Pub. L. No. 110-185, together with any other financing necessary or desirable in connection with such purpose within Issuer in order to create jobs and employment opportunities and to improve the welfare of the residents of the Issuer and of the State of Iowa; and

WHEREAS, the Issuer, at the request of TEG Property I, Inc., a corporation organized under Chapter 490 of the laws of Iowa (hereinafter “Borrower”), authorized and issued its Midwestern Disaster Area Revenue Bonds (the “Bonds”) pursuant to the provisions of the Act for the purpose of financing all or a portion of the cost of acquiring, constructing and improving 2.75 acres of land and a 32,500 square foot office building located at 3450 Third Street, Marion, Iowa, together with all incidental items and paying the costs of issuance of the Bonds (hereinafter “Project”) which Project is owned and operated by Borrower; and

WHEREAS, the Issuer loaned the proceeds of the Bonds to the Borrower pursuant to the provisions of the Loan Agreement dated as of December 1, 2010, (the “Loan Agreement”) between the Issuer and the Borrower the obligation of which is sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds as and when the same shall be due and payable; and

WHEREAS, the Bonds were sold pursuant to and secured as provided by a Bond Purchase Agreement and Assignment dated as of December 1, 2010, (the “Bond Purchase Agreement”) by and between the Issuer and Bankers Trust Company (the “Original Purchaser”); and

WHEREAS, the rights of the Issuer in and to the Loan Agreement were assigned to the Original Purchaser under the Bond Purchase Agreement; and

WHEREAS, the Bonds bear interest at a variable rate determined by reference to the London Interbank Offering Rate (the “LIBOR rate”); and

WHEREAS, the LIBOR rate will be discontinued and it is necessary to adopt a new index rate with respect to the Bond; and

WHEREAS, it is necessary and advisable that provisions be made for the identification of a qualified hedge and amendment of the terms of the Bond and Loan Agreement, regarding the Midwestern Disaster Area Revenue Bonds, Series 2010 (TEG Property I, Inc. Project), of the Issuer in an outstanding principal amount of \$2,310,143.73 (the “Bonds”); and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the Issuer, as follows:

Section 1. Limited Obligations. The Bonds and the interest thereon do not and shall never constitute an indebtedness of or a charge against the general credit or taxing power of the Issuer, but are limited obligations of the Issuer payable solely from revenues and other amounts derived from the Loan Agreement and the Project.

Section 2. Amendment of the Bond. The Bond bears interest at a variable rate of interest determined monthly by reference to the London InterBank Offered Rate (“LIBOR”). Commencing February 15, 2023, the Bond shall bear interest at a variable rate of interest determined monthly by reference to the Secured Overnight Financing Rate (“SOFR”). Accordingly, the Bond is hereby amended, effective February 15, 2023 by striking the definition of “Tax-Exempt Interest Rate” that is set forth in the Bond and substituting the following: “The ‘Tax-Exempt Interest Rate’ means 80% of the Secured Overnight Financing Rate (SOFR), plus the Spread, each as defined in the Loan Agreement.”

Section 3. Amendment of the Loan Agreement. The Loan Agreement sets forth several definitions and those definitions need to be modified to reflect the cessation of use of the LIBOR index and substitution of the SOFR index.

Section 4. Amendment Agreement. The form of the Amendment Agreement, amending the Bond and the Loan Agreement, are before this meeting as Exhibit A and is by this reference incorporated in this Bond Resolution, and the County Auditor is hereby directed to keep them on file.

Section 5. Qualified Hedge. The County hereby identifies the Swap described on Exhibit B as a Qualified Hedge pursuant to 26 CFR Section 1.148-4(h).

Section 6. Miscellaneous. The Chairperson of the Board of Supervisors, Vice Chairperson, County Auditor and any Deputy County Auditor are hereby authorized and directed to execute, attest, seal and deliver any and all documents and do any and all things deemed necessary to effect the amendment of the Bond and the Loan Agreement, and the identification of the qualified hedge and to carry out the intent and purposes of this resolution, including the preamble hereto.

Section 7. Severability. The provisions of this resolution are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions.

Section 8. Repealer. All resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 9. Effective Date. This resolution shall become effective immediately upon adoption.

Passed and approved this _____ day of February, 2023.

LINN COUNTY, IOWA

(Corporate Seal)

LOUIS ZUMBACH, Chairperson
of the Board of Supervisors

Attest:

JOEL D. MILLER, Linn County
Auditor and Clerk to
the Board of Supervisors

COUNTY AUDITOR'S CERTIFICATE

I, JOEL D. MILLER, do hereby certify that I am the duly elected, qualified and acting County Auditor of COUNTY OF LINN, State of Iowa; that as such I have in my possession, or have access to, the complete corporate records of said County and of its Board of Supervisors and officers; that I have carefully compared the transcript hereto attached with the aforesaid corporate records; and that said transcript hereto attached is a true, correct and complete copy of all the corporate records showing the action taken by the Board of Supervisors of said County at a meeting open to the public on February __, 2023, for the purpose of considering a Resolution (1) approving an amendment to the terms of a Bond and Loan Agreement changing from a LIBOR index to a Secured Overnight Financing Rate (SOFR) index for setting the variable interest rate on and (2) identifying on the books and records of Linn County, Iowa, a hedge contract with Bankers Trust Company, all with respect to Linn County, Iowa Midwestern Disaster Area Revenue Bond, Series 2010 (TEG Property I, Inc. Project); that said proceedings remain in full force and effect and have not been amended or rescinded in any way; that said meeting and all action thereat was duly and publicly held, with members of the public in attendance, in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board of Supervisors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Iowa Code, and upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by said law.

Witness my hand and the Corporate Seal of said County hereto affixed this ____ day of February, 2023.

(Corporate Seal)

JOEL D. MILLER, County Auditor

DEPUTY COUNTY AUDITOR'S CERTIFICATE

I, REBECCA SHOOP, do hereby certify that I am the duly appointed, qualified and acting Deputy County Auditor of COUNTY OF LINN, State of Iowa; that as such I have in my possession, or have access to, the complete corporate records of said County and of its Board of Supervisors and officers; that I have carefully compared the transcript hereto attached with the aforesaid corporate records; and that said transcript hereto attached is a true, correct and complete copy of all the corporate records showing the action taken by the Board of Supervisors of said County at a meeting open to the public on February __, 2023, for the purpose of considering a Resolution (1) approving an amendment to the terms of a Bond and Loan Agreement changing from a LIBOR index to a Secured Overnight Financing Rate (SOFR) index for setting the variable interest rate on and (2) identifying on the books and records of Linn County, Iowa, a hedge contract with Bankers Trust Company, all with respect to Linn County, Iowa Midwestern Disaster Area Revenue Bond, Series 2010 (TEG Property I, Inc. Project); that said proceedings remain in full force and effect and have not been amended or rescinded in any way; that said meeting and all action thereat was duly and publicly held, with members of the public in attendance, in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board of Supervisors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Iowa Code, and upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by said law.

Witness my hand and the Corporate Seal of said County hereto affixed this ____ day of February, 2023.

(Corporate Seal)

REBECCA SHOOP, Deputy County Auditor

EXHIBIT “A”

Amendment Agreement

EXHIBIT “B”

Description of SWAP Contract

\$3,384,000
LINN COUNTY, IOWA
MIDWEST DISASTER AREA REVENUE BONDS
(TEG PROPERTY I, INC. PROJECT)
SERIES 2010

AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT (hereinafter "Agreement") between LINN COUNTY, IOWA, (hereinafter "Issuer"), TEG PROPERTY I, INC., a corporation organized and existing under the laws of the State of Iowa (hereinafter "Borrower") and BANKERS TRUST COMPANY (hereinafter "Original Purchaser").

RECITALS

WHEREAS, Linn County, Iowa (hereinafter "Issuer"), is authorized and empowered by Chapter 419 of the Code of Iowa (hereinafter "Act") to issue revenue bonds and loan the proceeds from the sale of said bonds to one or more parties to be used to defray all or a portion of the cost of acquiring, constructing, improving, and equipping land, buildings and improvements for a "project," as that term is defined in the Act, specifically including a project which is suitable for use as a facility which is suitable for a purpose that is eligible for financing from Midwestern Disaster Area bonds authorized under the federal Emergency Economic Stabilization Act of 2008, Pub. L. No. 110-185, in order to create jobs and employment opportunities and otherwise to improve the welfare of the residents of the State of Iowa; and

WHEREAS, in 2010 the Issuer issued such Revenue Bonds (the "Bonds") for TEG Property I, Inc., a corporation organized under Chapter 490 of the laws of Iowa (hereinafter "Borrower") and there is currently outstanding on the Bonds the principal amount of \$2,310,143.73; and

WHEREAS, the Borrower and the Original Purchaser of the Bonds have consented to an amendment to the terms of the Bond, the Financing Documents (as defined in a Loan Agreement dated as of December 1, 2010) and other documents; and

WHEREAS, the Bonds do not and shall never constitute an indebtedness of the Issuer within the meaning of any state constitutional provision or statutory limitation and do not constitute nor give rise to a pecuniary liability of the Issuer nor a charge against its general credit or taxing powers, and the principal of, interest and premium, if any, on the Bonds are payable solely out of the revenues derived from the Project financed by the Bonds; and

WHEREAS, the Issuer, Borrower and Original Purchaser have agreed that in consideration of the long standing relationship between the Borrower and the Original Purchaser, the agreement of the Borrower, and the inability to refinance the outstanding principal amount of the Bond, that the Bond and the Financing Documents should be amended.

NOW, THEREFORE, based upon the foregoing premises and the agreements and representations contained herein, it is hereby agreed between the Issuer, Borrower and Original Purchaser:

1. Effective February 15, 2023, the Bond shall bear interest at the Tax-Exempt Interest Rate determined in accord with this Amendment Agreement.

2. Effective as of the date of this Amendment, the principal payment shall be as set out in the SWAP confirmation and amortization schedule which will be sent to the Borrower upon receipt, plus accrued interest, which shall remain the same until the next interest rate adjustment.

3. The following amendments are hereby made to the Loan Agreement:

a. Add the following to the end of the definition of Bond:

as amended effective February 15, 2023.

b. Add the following definition to Article I:

“SOFR” means the 1 month forwarding looking term Secured Overnight Financing Rate as published by CME Group Benchmark Administration Limited (or any generally recognized successor method or means of publication) as of 12:00 p.m. on a day which is two (2) U.S. Government Securities Business Days prior to each Rate Reset Date.

c. Revise the definition of “Tax-Exempt Interest Rate” to read as follows:

“Tax-Exempt Interest Rate” means 80% of the SOFR rate plus the Spread (as determined on the Amended and Restated Swap Transaction Confirmation). It is anticipated that such Spread shall be 2.4%. The Tax-Exempt Interest Rate shall be determined by the Original Purchaser on each Rate Determination Date, with such new rate applicable on the next Rate Reset Date.

d. Add the following definition to Article I:

“U.S. Government Securities Business Day” means any day except a Saturday, Sunday, or a day on which the Securities Industry and Financial Markets Association (or a successor) recommends that the fixed income departments of its members be closed for the entire day for the purpose of trading in U.S. government securities.

e. Revise the definition of “Rate Determination Date” to read as follows:

“Rate Determination Date” means two U.S. Government Securities Business Days prior to the Rate Reset Date.

f. Revise the definition of “Rate Reset Date” to read as follows:

“Rate Reset Date” means the fifteenth (15th) day of each month which constitutes a U.S. Government Securities Business Day.

- g. Revise the definition of Debt Service Coverage Ratio and reporting requirement:

(i) The Debt Service Coverage Ratio shall be calculated on the collateral property only. Debt Service Coverage shall mean the ratio of the Collateral Property Cash Flow to the sum of the scheduled principal and interest of the secured properties on a trailing twelve month basis. "Collateral Property Cash Flow" is defined as the sum of earnings before interest, income taxes, depreciation, amortization and non-cash items, as defined by GAAP excluding any one-time gains or losses realized from asset sales and any other extraordinary transaction of the Borrower.

(ii) Commencing with the annual period ending December 31, 2022, the Borrower will maintain a minimum Debt Service Coverage Ratio of not less than 1.20% to 1.00.

4. Borrower reaffirms the Tax-Exempt Interest Rate set out on the SWAP Transaction Confirmation dated February 3, 2020 through the date of this Agreement.

5. A copy of this Amendment Agreement shall be affixed to the Bond.

6. This Amendment Agreement shall be effective February 15, 2023.

7. Except as necessary to effect the foregoing, all other terms and provisions of the Financing Documents, as defined in Loan Agreement, shall remain the same and be in full force and effect.

8. This Amendment Agreement may be executed in counterparts.

[The remainder of this page intentionally left blank.]

[SIGNATURE PAGE TO AMENDMENT AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment Agreement by their officers thereunto duly authorized as of the ____ day of February, 2023.

LINN COUNTY, IOWA

(Seal)

By _____
LOUIS ZUMBACH, Chair

Attest:

JOEL D. MILLER, County Auditor
and Clerk to the Board
of Supervisors

TEG PROPERTY I, INC.

By _____
RAY BROWN, President

BANKERS TRUST COMPANY

By _____
Tara Dumolien, AVP

CERTIFICATION FOR IDENTIFICATION OF QUALIFIED HEDGE WITH RESPECT TO
LINN COUNTY, IOWA REVENUE BOND
(TEG PROPERTY I, INC. PROJECT)

Pursuant to the requirements of Sections 1.148-4(h)(2)(viii) of the United States Treasury Regulations (the “Regulations”), Bankers Trust Company (the “Swap Provider”) makes the following certifications to Linn County, Iowa (the “Issuer”) in support of the request to identify the swap transaction described below (the “Swap”) as a qualified hedge with respect to the Linn County, Iowa Revenue Bond (TEG Property I, Inc. Project) (the “Bond”) that was issued by the Issuer in the principal amount of \$3,384,000.

Swap Provider and TEG Property I Inc., (the “Borrower”) propose to enter into a Swap pursuant to the ISDA Master Agreement dated as of October 29, 2019 and amended as of December 15, 2022 (the “Master Agreement”) and the related draft confirmation with an initial notional amount of \$2,310,143.73 (the “Confirmation”, and together with the Master Agreement, the “Swap Agreement”), between the Borrower and Bankers Trust Company (Des Moines) (the “Swap Provider”). The Master Agreement and Confirmation are in the form attached hereto as Exhibit A.

Without regard to the Swap Agreement, the Bonds are expected to be variable rate debt instruments as described in Regulations § 1.148-4(h)(2)(v)(A). The Borrower has requested that the Issuer identify the Swap Agreement in accordance with Regulations §§ 1.148-4(h)(2)(viii) so that the Swap will satisfy the requirements for a “qualified hedge” as such term is defined in Regulations § 1.148-4(h)(2)(i). The Borrower affirms that the Swap is expected to be executed substantially contemporaneously with the identification of the qualified hedge by Linn County, Iowa.

Swap Provider makes the following representations:

- the Swap Agreement will be entered into primarily to modify the Borrower’s risk of interest rate changes with respect to the Bonds;
- the Swap Agreement contains no significant investment element;
- the Swap Agreement covers all of the outstanding principal on the Bond;
- the Swap is primarily interest based;
- payments received by the Borrower from the Swap Provider will closely correspond in time to the Bond payments being hedged;
- payments made by the Borrower to the Swap Provider are reasonably expected to be made from the same source of funds that otherwise would be used to pay principal and interest on the Bond;
- the governmental purpose for the proceeds of the Bond is described above;
- the proposed financial terms of the Swap Agreement are set forth in the Confirmation attached hereto;
- the term of the Swap Agreement ends on December 15, 2035;
- the issue price of the Bond was \$3,384,000;
- the outstanding principal on the Bond as of February 15, 2023 is \$2,310,143.73;

- the final scheduled maturity of the Bond is December 5, 2035;
- the Swap Provider is not a related party to the Borrower;
- the reasonably expected issue date of the final trade confirmation is February 16, 2023; and
- the Bond will bear interest at variable interest rates each determined monthly, as set forth in the Loan Agreement dated as of December 1, 2010, between the Issuer, and the Borrower, and the Bond, both as amended at the time of the identification of the Swap by Linn County, Iowa.

Bankers Trust Company certifies to Linn County, Iowa, the following with respect to the SWAP (the "Hedge")

The terms of the Hedge were agreed to between a willing buyer and willing seller in a bona fide, arm's-length transaction;

The undersigned has not made, and does not expect to make, any payment to any third party for the benefit of the issuer in connection with the Hedge, except for any such third-party payment that the undersigned expressly identifies in the documents for the Hedge;

The amounts payable to the undersigned pursuant to the Hedge do not include any payments for underwriting or other services unrelated to the undersigned's obligations under the Hedge, except for any such payment that the undersigned expressly identifies in the documents for the Hedge.

Dated this 13th day of February, 2023

BANKERS TRUST COMPANY

By: 

Todd W. Wishman, EVP

EXHIBIT ____

COPY OF THE CONFIRMATION

PRELIMINARY PLAT
FOR
DOWS FARM AGRI-COMMUNITY
IN LINN COUNTY, IOWA

UTILITY LEGEND-EXISTING

(SSS)	SANITARY SEWER W/SIZE
(STS)	STORM SEWER W/SIZE
(FMS)	FORCE MAIN W/SIZE
(WS)	WATER MAIN W/SIZE
(C)	GAS
(S)	STEAM
(CHE)	ELECTRIC-OVERHEAD
(E)	ELECTRIC-UNDERGROUND
(C)	CABLE TV-UNDERGROUND
(CHC)	CABLE TV-OVERHEAD
(CHT)	TELEPHONE-OVERHEAD
(F)	FIBER OPTIC-UNDERGROUND
(T)	TELEPHONE-UNDERGROUND
(FP)	FENCE LINE
(FW)	FLOODPLAIN LIMITS
(COP)	FLOODWAY LIMITS
(COP)	CITY CORPORATE LIMITS
(800)	CONTOUR LINE
	LIGHT POLE W/O MAST
	LIGHT POLE W/MAST
	TELEPHONE POLE
	POWER POLE
	GUY ANCHOR
	GUY POLE
	TELEPHONE PEDESTAL
	TELEPHONE MANHOLE
	CABLE TV PEDESTAL
	UTILITY/CONTROL CABINET
	SANITARY MANHOLE
	STORM MANHOLE
	GRATE INTAKE
	RA-3 INTAKE
	RA-5 INTAKE
	RA-6 INTAKE
	RA-8 INTAKE
	HORSESHOE CATCH BASIN W/O FLUME
	HORSESHOE CATCH BASIN W/FLUME
	GAS VALVE
	FLARED END SECTION
	CLEANOUT, STORM OR SANITARY
	TRAFFIC SIGNAL W/MAST
	BOLLARD
	BENCHMARK
	STREET SIGN
	WELL
	FIRE HYDRANT

UTILITY LEGEND-PROPOSED

SSS	SANITARY SEWER W/SIZE
STS	STORM SEWER W/SIZE
FMS	FORCE MAIN W/SIZE
W12	WATER MAIN W/SIZE
CORP	CITY CORPORATE LIMITS
	SANITARY MANHOLE
	STORM MANHOLE
	GRATE INTAKE
	RA-3 INTAKE
	RA-5 INTAKE
	RA-6 INTAKE
	RA-8 INTAKE
	HORSESHOE CATCH BASIN W/O FLUME
	FLARED END SECTION
	CLEANOUT, STORM OR SANITARY
	FIRE HYDRANT
	WATER VALVE
	WATER SHUTOFF
	WATER BLOWOFF

SURVEY LEGEND

SET	REBAR W/CAP NO.
	FOUND SURVEY MONUMENT AS NOTED
	FOUND RIGHT OF WAY RAIL
	SECTION CORNER SET AS NOTED
	SECTION CORNER FOUND AS NOTED
	CUT "X" IN CONCRETE
	RECORDED AS
	EASEMENT LINE
	PLAT OR SURVEY BOUNDARY
	PLAT LOT LINE
	CENTERLINE
	SECTION LINE
	1/4 SECTION LINE
	1/4-1/4 SECTION LINE
	EXISTING LOT LINE
	BUILDING SETBACK LINE

PLANT LEGEND

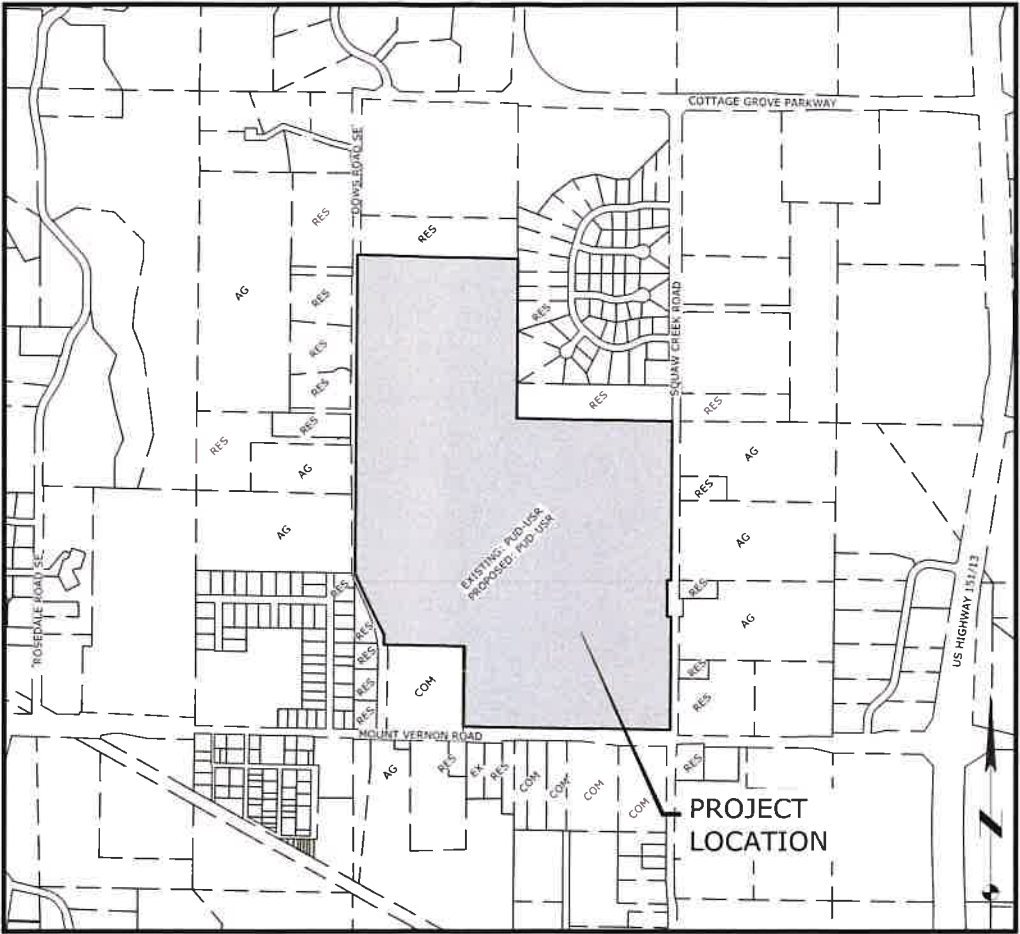
	DECIDUOUS TREE
	CONIFEROUS TREE
	DECIDUOUS SHRUB
	CONIFEROUS SHRUB
	TREE STUMP
	TREE LINE DRIP EDGE

NOTE: THIS IS A STANDARD LEGEND. SOME ITEMS MAY NOT APPEAR ON DRAWINGS.

STREET CLASSIFICATIONS

DESIGN DATA - URBAN					
STREET	CLASSIFICATION	STREET WIDTH	R.O.W. WIDTH	DESIGN SPEED	PAVEMENT THICKNESS
MT VERNON ROAD SE	ARTERIAL	44'	120'-145'	50 MPH	8" PCC
DOWS ROAD SE	LOCAL	24'	66'	40 MPH	7" PCC
SQUAW CREEK ROAD	LOCAL	21'	66'	40 MPH	7" PCC

LOCATION MAP
(1"=800')



SHEET INDEX

- COVER
- TYPICAL SECTIONS
- LOT REQUIREMENTS AND LAYOUT
- OVERALL PRELIMINARY PLAT
- PRELIMINARY PLAT
- PRELIMINARY PLAT
- PRELIMINARY PLAT
- PRELIMINARY PLAT

SITE CHARACTERISTICS

SINGLE FAMILY:	153 LOTS
MULTI-FAMILY:	57 LOTS
COMMERCIAL/RETAIL:	13 LOTS
NUMBERED LOTS:	223 LOTS
LETTERED LOTS:	18 LOTS
LETTERED OUTLOTS:	3 LOTS
TOTAL NUMBER OF LOTS:	244 LOTS
TOTAL DWELLING UNITS:	251 UNITS (MAX. ALLOWED PER GOVERNING PLAN)

TITLEHOLDER:

LINN COUNTY IOWA
935 2ND ST SW
CEDAR RAPIDS, IA 52404

APPLICANT:

DOWS AGRI COMMUNITY DEVELOPMENT LLC
% CHAD PELLEY
PO BOX 99
MT VERNON, IA 52314
PH: 319-640-1858
CHADPE@TWENTY40CONCEPTS.COM

PROPERTY ADDRESS

6900 BLOCK MT VERNON ROAD
CEDAR RAPIDS, IA 52403

ZONING

EXISTING: PUD-USR (PLANNED URBAN DEVELOPMENT)
PROPOSED: NO CHANGE

USE:

EXISTING: AGRICULTURE
PROPOSED: AGRI-COMMUNITY WITH A MIXTURE OF RESIDENTIAL (SINGLE FAMILY AND MULTI-FAMILY), COMMERCIAL/RETAIL, FARMING AND RECREATION

SIGNAGE:

DETAILED SIGNAGE PLANS WILL BE PROVIDED IN THE FUTURE WITH THE DETAILED PLAN OF IMPROVEMENT DESIGN DRAWINGS. ALL SIGNAGE SHALL BE IN ACCORDANCE WITH THE APPROVED GOVERNING PLAN FOR DOWS FARM AGRI-COMMUNITY AND MUST BE REVIEWED AND APPROVED BY THE DOWS FARM DESIGN REVIEW BOARD PRIOR TO APPROVAL BY LINN COUNTY.

LIGHTING:

DETAILED LIGHTING AND PHOTOMETRIC PLANS WILL BE PROVIDED IN THE FUTURE WITH THE DETAILED PLAN OF IMPROVEMENT DESIGN DRAWINGS. ALL STREET AND PARKING LOT LIGHTS SHALL BE IN ACCORDANCE WITH THE APPROVED GOVERNING PLAN FOR DOWS FARM AGRI-COMMUNITY AND MUST BE REVIEWED AND APPROVED BY THE DOWS FARM DESIGN REVIEW BOARD PRIOR TO APPROVAL BY LINN COUNTY.

PUBLIC ART:

PUBLIC ART IS REQUIRED FOR THIS DEVELOPMENT. PUBLIC ART DETAILS AND PLANS WILL BE DEVELOPED WITH THE DETAILED PLAN OF IMPROVEMENT DESIGN DRAWINGS. ALL PUBLIC ART WILL BE IN ACCORDANCE WITH THE APPROVED GOVERNING PLAN FOR DOWS FARM AGRI-COMMUNITY AND MUST BE REVIEWED AND APPROVED BY THE DOWS FARM DESIGN REVIEW BOARD PRIOR TO APPROVAL BY LINN COUNTY.

MAILBOXES

ALL RESIDENTIAL AND COMMERCIAL LOTS SHALL HAVE MAILBOXES IN CLUSTERS. THE EXACT NUMBER AND LOCATIONS OF THE MAILBOX CLUSTERS WILL BE PER THE POST MASTER'S RECOMMENDATIONS AND REQUIREMENTS. MAILBOX CLUSTERS WILL BE SHOWN ON THE DETAILED PLAN OF IMPROVEMENT DESIGN DRAWINGS.

PARKING TOTALS PROVIDED

ON-STREET PARKING: 175 PARKING SPACES*
OFF-STREET PARKING: 141 PARKING SPACES
*ADDITIONAL ON-STREET PARKING AVAILABLE ON GRANULAR SHOULDERS FOUND THROUGHOUT THE SITE

LANDSCAPING REQUIREMENTS

EACH SINGLE FAMILY LOT REQUIRES 3 TREES (2 SHADE AND 1 ORNAMENTAL). NO MORE THAN 2 OF THE 3 TREES CAN BE OF THE SAME SPECIES. ALL TREES MUST BE SELECTED FROM THE PRE-APPROVED TREE SPECIES LIST IN THE APPROVED GOVERNING PLAN FOR DOWS FARM AGRI-COMMUNITY.

ALL PRIVATE AND PUBLIC STREET TREES AND TREES FOR ALL PUBLIC SPACES SHALL BE IN GENERAL ACCORDANCE WITH THE MASTER PLANTING PLAN AND AS APPROVED BY THE DOWS FARM DESIGN REVIEW BOARD.

50% OF ALL PLANTINGS MUST BE NATIVE TO CENTRAL IOWA.

DETAILED LANDSCAPING PLANS WILL BE PROVIDED IN THE FUTURE WITH THE DETAILED PLAN OF IMPROVEMENT DESIGN DRAWINGS.

STORM WATER MANAGEMENT:

ALL STORM WATER MANAGEMENT SHALL BE IN ACCORDANCE WITH THE SUDAS DESIGN STANDARDS WHILE IMPLEMENTING LOW IMPACT DEVELOPMENT TECHNIQUES WHEN POSSIBLE. DETAILED STORM WATER MANAGEMENT DESIGN AND CALCULATIONS TO BE SUBMITTED WITH THE DETAILED PLAN OF IMPROVEMENT DESIGN DRAWINGS.

PUBLIC SPACE

VARIOUS PUBLIC OPEN SPACE/AMENITIES AREAS ARE LOCATED THROUGHOUT THE SITE TO PROMOTE A HEALTHY PHYSICAL MENTAL LIFESTYLE. SEE SHEET 4 FOR THE TYPE AND LOCATION OF THE REQUIRED PUBLIC SPACES.

NOTES

THIS PLAN IS CONCEPTUAL REPRESENTATION OF THE PROPOSED DEVELOPMENT. ANY FINAL PLAT AND RELATED IMPROVEMENTS REQUIRED BY THIS DEVELOPMENT SHALL MEET THE REQUIREMENTS OF SUDAS DESIGN STANDARDS MANUAL AND THE PREVIOUSLY APPROVED GOVERNING PLAN FOR DOWS FARM AGRI-COMMUNITY.

LEGAL DESCRIPTION

PARCEL A AND PARCEL B, AMENDED PLAT OF SURVEY NO. 2474 AS RECORDED IN BOOK 10813, PAGES 248-249 IN THE OFFICE OF THE LINN COUNTY RECORDER

DESIGN EXCEPTIONS

NONE - SITE MEETS ALL REQUIREMENTS SET IN APPROVED PUD DOWS FARM AGRI-COMMUNITY GOVERNING PLAN



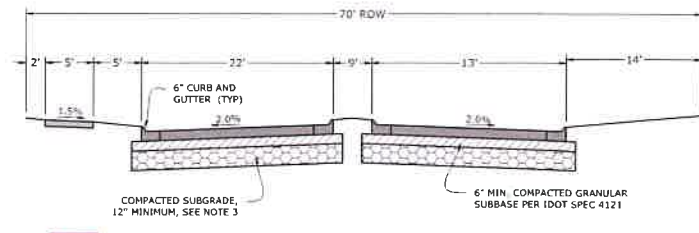
Contact Person	BRIAN VOGEL
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E-Mail Address	brain@halleng.com
Mailing Address	1860 Boyson Rd Hiawatha, IA 52233
Date Submitted	3/17/2021
Date Revised	01/18/2023



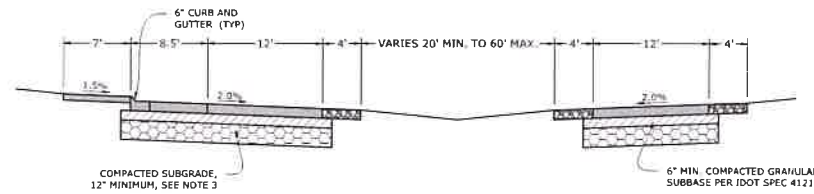
CITY FILE NUMBER:
HALL AND HALL PROJECT NUMBER: 10803-22-1

PRELIMINARY PLAT
FOR
DOWS FARM AGRI-COMMUNITY
IN LINN COUNTY, IOWA

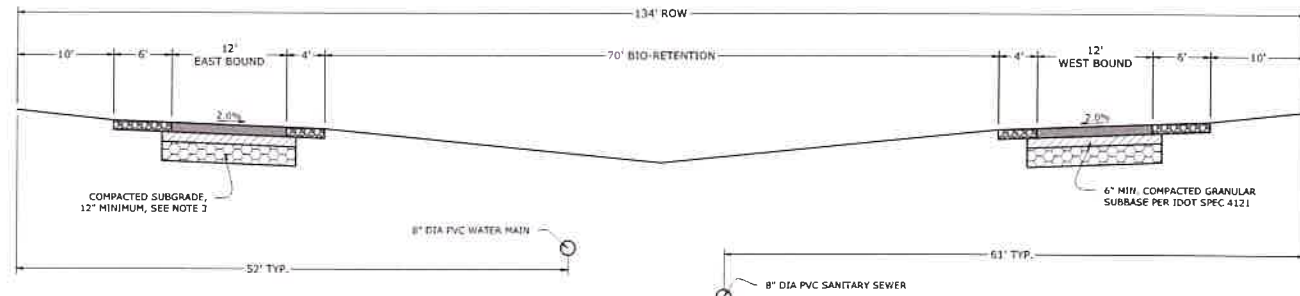
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Drawn by:	CJZ
Checked by:	BDV
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Field Book No:	-
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Sheet:	1 of 8
Project Number:	10803-22-1



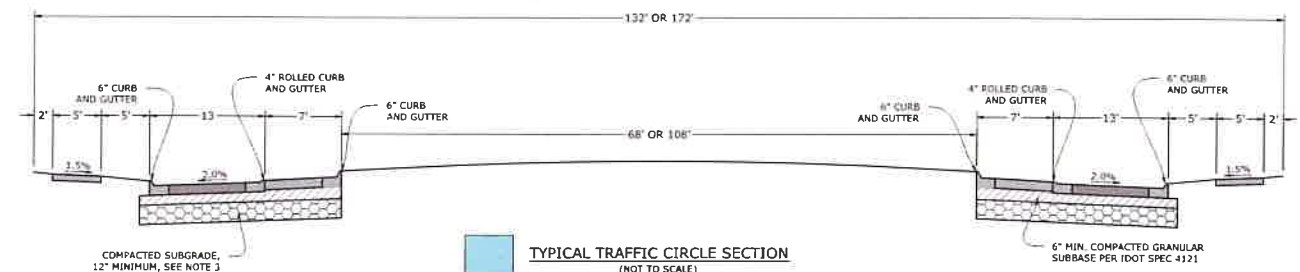
ENTRY DRIVE AT MOUNT VERNON ROAD INTERSECTION SECTION
(NOT TO SCALE)



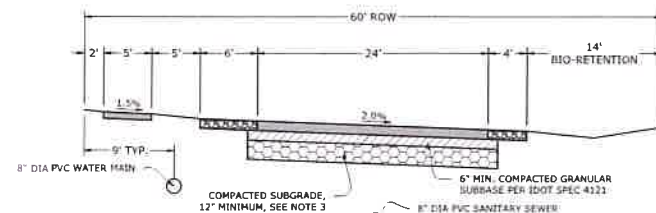
TYPICAL ENTRY PARKWAY SECTION
(NOT TO SCALE)



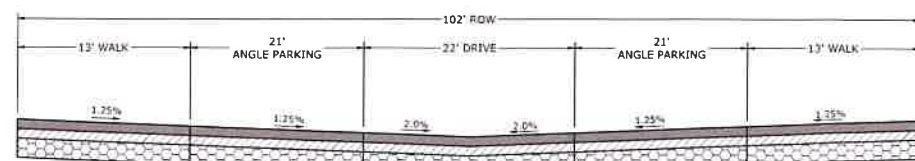
TYPICAL CENTRAL PARKWAY SECTION
(NOT TO SCALE)



TYPICAL TRAFFIC CIRCLE SECTION
(NOT TO SCALE)

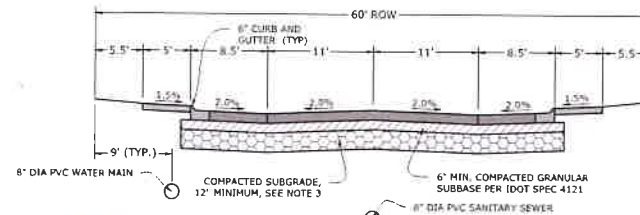


TYPICAL NEIGHBORHOOD GREEN LANE SECTION
(NOT TO SCALE)

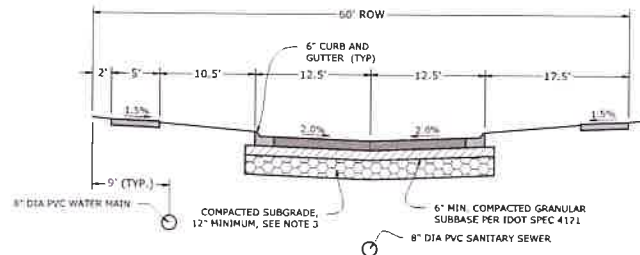


NO CURB AND GUTTER. CONTROL VEHICLES WITH BOLLARDS AND PLANTERS

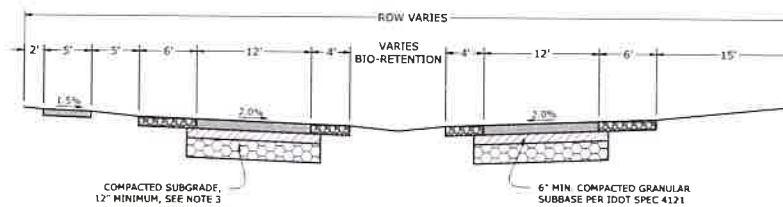
VILLAGE MAIN SECTION
(NOT TO SCALE)



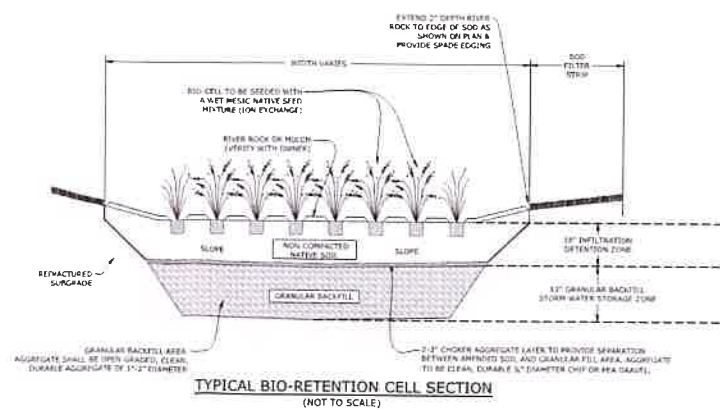
TYPICAL PARALLEL PARKING SECTION (BOTH SIDES)
(NOT TO SCALE)



TYPICAL NEIGHBORHOOD SECTION (NO PARKING)
(NOT TO SCALE)



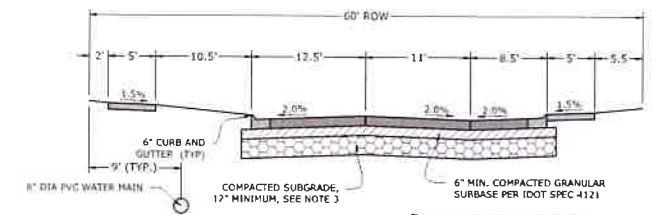
TYPICAL NEIGHBORHOOD PARKWAY SECTION
(NOT TO SCALE)



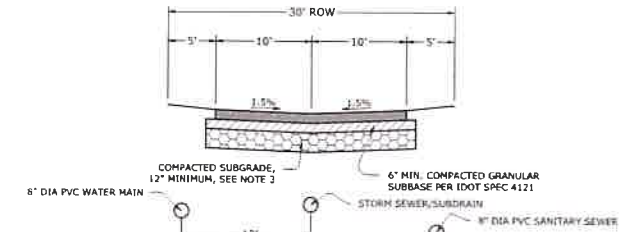
TYPICAL BIO-RETENTION CELL SECTION
(NOT TO SCALE)

NOTES:

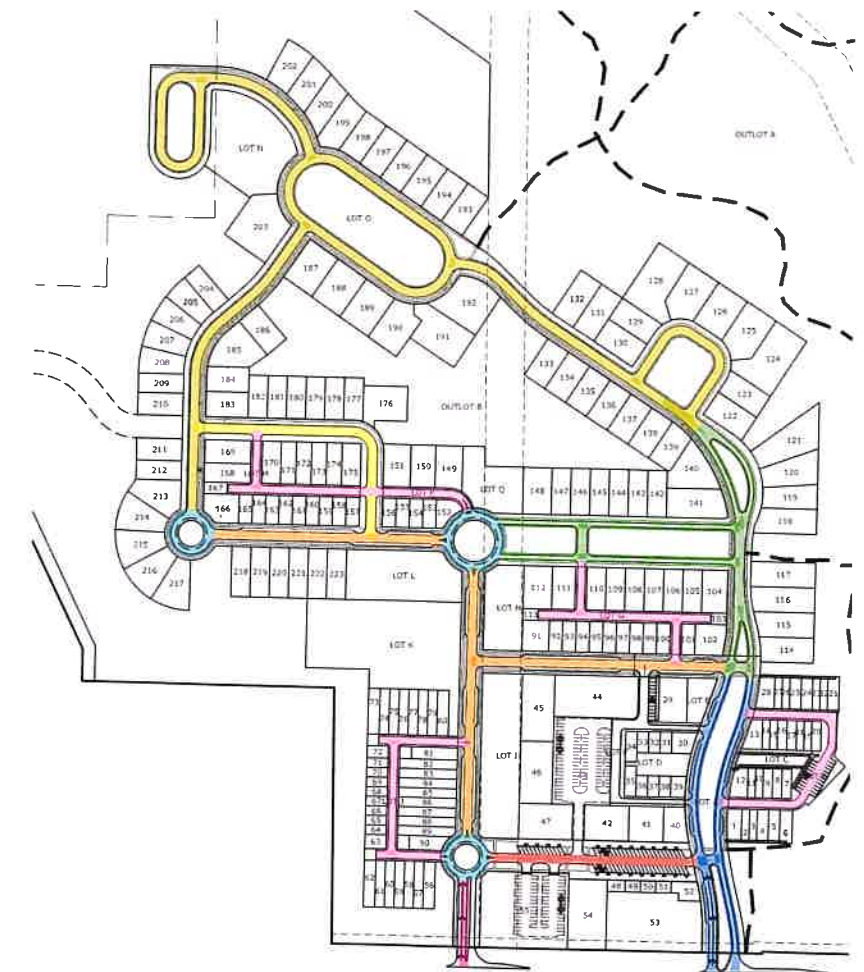
1. INTEGRAL CURBING SHALL BE 6" STANDARD INTEGRAL CURB, UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO THE BACK OF CURB.
3. ALL PAVING TO BE 7" THICK PCC.
4. ALL SIDEWALKS, PARKING LOTS AND ALLEYS TO BE PRIVATELY MAINTAINED BY THE HOME OWNERS ASSOCIATION.
5. SPEED LIMIT FOR ALL PROPOSED ROADS TO BE POSTED AT 20 MPH.
6. ALL BIO-CELLS AND DETENTION AREAS TO BE PRIVATELY MAINTAINED BY THE HOME OWNERS ASSOCIATION.



TYPICAL PARALLEL PARKING SECTION (ONE SIDE)
(NOT TO SCALE)



TYPICAL ALLEY SECTION
(NOT TO SCALE)



COMMERCIAL/RETAIL (0 D.U.) (11 LOTS)

LOT 53 (LAWN)

LOT 52 (SHEDS)

MAXIMUM BUILDING WIDTH: 24 FEET
MAXIMUM BUILDING DEPTH: 32 FEET
MINIMUM STREET FACADE SETBACK FROM FACE OF CURB/PROPERTY LINE: 16 FEET
MAXIMUM STREET FACADE SETBACK: 36 FEET
MINIMUM SIDE YARD SETBACKS: 10 FEET
MINIMUM REAR YARD SETBACK: 10 FEET
MINIMUM PARKWAY TREES PLANTED: AVERAGE OF 1 - 2" CAL TREE PER 15 FEET OF COVERAGE

LOTS 48-51 (SHEDS)

MAXIMUM BUILDING WIDTH: 12 FEET
MAXIMUM BUILDING DEPTH: 24 FEET
MINIMUM STREET FACADE SETBACK FROM FACE OF CURB/PROPERTY LINE: 16 FEET
MAXIMUM STREET FACADE SETBACK: 26 FEET
MINIMUM SIDE YARD SETBACKS: 10 FEET
MINIMUM REAR YARD SETBACK: 10 FEET
MINIMUM PARKWAY TREES PLANTED: AVERAGE OF 1 TREE @ 2" CAL EVERY 25 LINEAL FT OF FRONTAGE

LOT 54 (BARN)

MAXIMUM BUILDING WIDTH: 60 FEET
MAXIMUM BUILDING HEIGHT: 50 FEET
MINIMUM STREET FACADE SETBACK FROM FACE OF CURB/PROPERTY LINE: 16 FEET
MAXIMUM STREET FACADE SETBACK: 26 FEET
MINIMUM SIDE YARD SETBACKS: 10 FEET
MINIMUM REAR YARD SETBACK: 10 FEET
MINIMUM PARKWAY TREES PLANTED: AVERAGE OF 1 TREE @ 2" CAL EVERY 25 LINEAL FT OF FRONTAGE

LOTS 40-42, 47 (MAIN STREET)

MAXIMUM BUILDING WIDTH: 40 FEET
MINIMUM STREET FACADE SETBACK FROM FACE OF CURB/PROPERTY LINE: 18 FEET
MAXIMUM STREET FACADE SETBACK FOR A MAXIMUM OF 50% OF THE TOTAL FACADE: 50 FEET (LOTS 9, 11, 12)
MAXIMUM STREET FACADE SETBACK: 50 FEET (LOT 10)
MINIMUM SIDE YARD SETBACKS: 10 FEET
MINIMUM REAR YARD SETBACK: 10 FEET
MINIMUM PARKWAY TREES PLANTED: AVERAGE OF 1 TREE @ 2" CAL EVERY 25 LINEAL FT OF FRONTAGE

MULTI-FAMILY (98 D.U.) (57 LOTS)

LOTS 44-46 (36-40 D.U.)

CENTER HALL APARTMENTS:
MAXIMUM BUILDING DEPTH: 60 FEET
MAXIMUM BUILDING WIDTH: 140 FEET
MINIMUM FRONT AND REAR SETBACK: 15 FEET
BUILDING TO BUILDING SETBACKS: 20 FEET
MINIMUM PATIO SIZE FOR 75% OF GROUND UNITS: 9x12 FEET
MINIMUM ENTRY TERRACE WITH SEATING: 9x16 FEET
MAXIMUM BUILDING HEIGHT: 2.5 FLOORS
MAXIMUM NUMBER OF DWELLING UNITS: 24
INTERNAL SURFACE PARKING LOT SHARED WITH COMMERCIAL USES

LAKE STREET APARTMENTS:

MAXIMUM BUILDING DEPTH: 50 FEET
MAXIMUM BUILDING WIDTH: 120 FEET
MINIMUM FRONT AND REAR SETBACK: 15 FEET
BUILDING TO BUILDING SETBACKS: 20 FEET
MINIMUM REAR PATIO: 9x12 FEET
MINIMUM ENTRY TERRACE WITH SEATING: 9x12 FEET
MAXIMUM BUILDING HEIGHT: 2.5 FLOORS
MAXIMUM NUMBER OF DWELLING UNITS: 18
PUBLIC PARALLEL STREET PARKING PLUS INTERNAL SURFACE PARKING LOT SHARED WITH COMMERCIAL USES

LOT 29 (5 D.U.)

LIVE/WORK TOWNHOMES:
MAXIMUM BUILDING DEPTH: 60 FEET
FIRST FLOOR SHALL BE USED FOR COMMERCIAL AND ONE RESIDENTIAL ADA COMPLIANT UNIT
ADDITIONAL FLOORS SHALL BE RESIDENTIAL USES

LOTS 1-28 (28 D.U.)

TUCK UNDER TOWNHOMES

MAXIMUM BUILDING DEPTH: 50 FEET
MAXIMUM PARKING SPACES PER DWELLING UNIT: 1.5
MINIMUM FRONT PORCH PER DWELLING UNIT: 9x12 FEET
MINIMUM PRIVATE REAR PATIO OR PORCH: 9x12 FEET

LOTS 56-62 AND 73-90 (25 D.U. WITH 4 OPTIONAL D.U.)

TOWNHOMES:

MINIMUM FRONT YARD PORCH SETBACK: 15 FEET
MINIMUM MAIN FACADE SETBACK: 25 FEET
MINIMUM SIDE AND REAR YARD SETBACKS: 10 FEET
MINIMUM FIRST FLOOR ELEVATION ABOVE SITE GRADE: 12 INCHES
ALLEY LOADED GARAGES
MINIMUM FRONT PORCH: 9x12 FEET
MINIMUM OF TWO FACING GABLES
END UNITS TO HAVE OPTION TO ADD THIRD GARAGE SPACE OR SECOND STORY CARRIAGE HOME OVER GARAGE

LIVE/WORK TOWNHOMES

MAXIMUM DEPTH OF BUILDING: 60 FEET
MINIMUM PARKING SPACES PER DWELLING UNIT: 1.5
MINIMUM FRONT PORCH: 9x12 FEET
MINIMUM PRIVATE REAR PATIO OR PORCH: 9x12 FEET

NOTES:

* DENOTES OPTIONAL ACCESSORY DWELLING UNIT CARRIAGE HOUSE.

LOT A TO BE DEDICATED TO LINN COUNTY AS PUBLIC R.O.W. AND WILL INCLUDE STORMWATER MANAGEMENT AND WILL BE MAINTAINED BY HOA.

LOT B IS FOR PUBLIC ACCESS, STORM SEWER, SANITARY SEWER AND WATER MAIN. PUBLIC ACCESS TO BE PRIVATELY OWNED AND MAINTAINED BY HOA.

LOT C IS FOR PEDESTRIAN ACCESS, STORM SEWER AND STORMWATER MANAGEMENT AND WILL BE PRIVATELY OWNED AND MAINTAINED BY HOA.

LOT D IS FOR PEDESTRIAN ACCESS, WATER MAIN, STORM SEWER AND SANITARY SEWER. PEDESTRIAN ACCESS AND STORM SEWER TO BE PRIVATELY OWNED AND MAINTAINED BY HOA. WATER MAIN AND SANITARY SEWER TO BE PUBLIC.

LOT E IS FOR STORMWATER MANAGEMENT TO BE PRIVATELY OWNED AND MAINTAINED BY HOA.

LOT F IS FOR PUBLIC ACCESS AND STORM SEWER TO BE PRIVATELY OWNED AND MAINTAINED BY HOA.

LOT G IS FOR PUBLIC ACCESS TO BE PRIVATELY OWNED AND MAINTAINED BY THE HOA.

LOT H IS FOR PEDESTRIAN ACCESS TO BE PRIVATELY OWNED AND MAINTAINED BY THE HOA.

LOT I IS FOR PEDESTRIAN ACCESS, STORM SEWER AND STORMWATER MANAGEMENT TO BE PRIVATELY OWNED AND MAINTAINED BY THE HOA.

LOT J IS FOR PUBLIC ACCESS, STORM SEWER, SANITARY SEWER, WATER MAIN. PUBLIC ACCESS TO BE PRIVATELY OWNED AND MAINTAINED BY HOA.

LOT K IS FOR PEDESTRIAN ACCESS TO BE PRIVATELY OWNED AND MAINTAINED BY THE HOA.

LOT L IS FOR PEDESTRIAN ACCESS TO BE PRIVATELY OWNED AND MAINTAINED BY THE HOA.

LOT M IS FOR PUBLIC ACCESS AND STORM SEWER TO BE PRIVATELY OWNED AND MAINTAINED BY HOA.

LOT N IS FOR PEDESTRIAN ACCESS TO BE PRIVATELY OWNED AND MAINTAINED BY THE HOA.

LOT O TO BE DEDICATED TO LINN COUNTY AS PUBLIC R.O.W. AND WILL INCLUDE STORMWATER MANAGEMENT TO BE MAINTAINED BY HOA.

LOT P IS FOR PUBLIC ACCESS, STORM SEWER, SANITARY SEWER, WATER MAIN. PUBLIC ACCESS TO BE PRIVATELY OWNED AND MAINTAINED BY HOA.

LOT Q IS FOR PEDESTRIAN ACCESS TO BE PRIVATELY OWNED AND MAINTAINED BY THE HOA.

LOT R TO BE DEDICATED TO LINN COUNTY AS PUBLIC R.O.W.

OUTLOT A TO CONTAIN STORMWATER MANAGEMENT AND BE OWNED AND MAINTAINED BY LINN COUNTY CONSERVATION

OUTLOT B TO OWNED AND MAINTAINED BY LINN COUNTY CONSERVATION

OUTLOT C TO CONTAIN STORMWATER MANAGEMENT AND BE OWNED AND MAINTAINED BY A SEPARATE FARM ENTITY

LOT 43 TO BE SHARED PARKING, SHARED ACCESS, STORM SEWER, SANITARY SEWER AND WATER MAIN TO BE PRIVATELY OWNED AND MAINTAINED BY HOA.

LOT 53 TO BE PUBLIC OPEN SPACE AND STORMWATER MANAGEMENT TO BE PRIVATELY OWNED AND MAINTAINED BY THE HOA.

LOT 55 TO BE SHARED PARKING, SHARED ACCESS, STORM SEWER, STORMWATER MANAGEMENT TO BE PRIVATELY OWNED AND MAINTAINED BY HOA.

ALL PROPOSED WATER MAIN AND SANITARY SEWER WILL BE PUBLIC.

MAXIMUM TOTAL DWELLING UNITS SHALL NOT EXCEED 251 FOR THE ENTIRE SITE.

SINGLE FAMILY (153 D.U.) (153 LOTS)

LOTS 114-141 (FRONT AND SIDE LOADED GARAGES) (28 D.U.)

MAXIMUM BUILDING WIDTH: 24 FEET
MAXIMUM GARAGE WIDTH: 22 FEET
MINIMUM FRONT YARD PORCH SETBACK: 15 FEET
MINIMUM MAIN FACADE AND GARAGE SETBACK: 25 FEET
MINIMUM SIDE YARD SETBACKS: 5 FEET
MINIMUM REAR YARD SETBACK: 10 FEET
MINIMUM FRONT PORCH: 9x12 FEET
MINIMUM PRIVATE REAR PATIO: 9x12 FEET
MAXIMUM DRIVEWAY WIDTH: 18 FEET
MINIMUM PARKWAY TREES PLANTED: 2 @ 2" CAL

LOTS 91-102 (ALLEY LOADED GARAGES) (12 D.U.)

MAXIMUM BUILDING WIDTH: 24 FEET
MAXIMUM GARAGE WIDTH: 22 FEET
MINIMUM FRONT YARD SETBACK: 10 FEET
MINIMUM SIDE AND REAR YARD SETBACKS: 5 FEET
MINIMUM FRONT PORCH: 9x12 FEET
MINIMUM PRIVATE REAR PATIO: 9x12 FEET
MAXIMUM DRIVEWAY WIDTH: 18 FEET
MINIMUM PARKWAY TREES PLANTED: 1 @ 2" CAL
MINIMUM PARKWAY SPACES FROM ALLEY: 2

LOTS 104-112 (ALLEY LOADED GARAGES) (9 D.U.)

MAXIMUM BUILDING WIDTH: 24 FEET
MINIMUM FRONT PORCH SETBACK: 15 FEET
MINIMUM MAIN FACADE AND GARAGE SETBACK: 25 FEET
MINIMUM SIDE YARD SETBACKS: 5 FEET
MINIMUM REAR YARD SETBACK: 20 FEET
MINIMUM FRONT PORCH: 9x12 FEET
MINIMUM PRIVATE REAR PATIO: 9x12 FEET
MAXIMUM DRIVEWAY WIDTH: 27 FEET
MAXIMUM GARAGE WIDTH: 22 FEET
PRIVATE UTILITY EASEMENT ALONG REAR PROPERTY LINE: 5 FEET
MINIMUM PARKWAY TREES PLANTED: 2 @ 2" CAL

LOTS 142-148 (FRONT LOADED GARAGES) (7 D.U.)

MAXIMUM BUILDING WIDTH: 24 FEET
MAXIMUM GARAGE WIDTH: 22 FEET
MINIMUM FRONT YARD PORCH SETBACK: 15 FEET
MINIMUM MAIN FACADE AND GARAGE SETBACK: 25 FEET
MINIMUM GARAGE SETBACK FROM FACE OF PORCH: 9 FEET
ONE IN FIVE HOMES IN A GIVEN STREET CAN PLACE GARAGE BETWEEN 9 FOOT SETBACK FROM FACE OF PORCH, UP TO EVEN WITH FRONT PORCH.
MINIMUM SIDE YARD SETBACKS: 5 FEET
MINIMUM REAR YARD SETBACK: 10 FEET
MINIMUM FRONT PORCH: 9x12 FEET
MINIMUM PRIVATE REAR PATIO: 9x12 FEET
MAXIMUM DRIVEWAY WIDTH: 18 FEET
MINIMUM PARKWAY TREES PLANTED: 2 @ 2" CAL

LOTS 187-217 (SIDE AND FRONT LOADED GARAGES) (31 D.U.)

MAXIMUM BUILDING WIDTH: 24 FEET
MAXIMUM GARAGE WIDTH: 22 FEET
MINIMUM FRONT YARD PORCH SETBACK: 15 FEET
MINIMUM MAIN FACADE AND GARAGE SETBACK: 25 FEET
MINIMUM GARAGE SETBACK FROM FACE OF PORCH: 9 FEET
MINIMUM SIDE YARD SETBACKS: 5 FEET
MINIMUM REAR YARD SETBACK: 10 FEET
MINIMUM FRONT PORCH: 9x12 FEET
MINIMUM PRIVATE REAR PATIO: 9x12 FEET
MAXIMUM DRIVEWAY WIDTH: 18 FEET
MINIMUM PARKWAY TREES PLANTED: 2 @ 2" CAL

LOTS 176-186 AND 218-223 (FRONT LOADED GARAGES) (17 D.U.)

MAXIMUM BUILDING WIDTH: 24 FEET
MAXIMUM GARAGE WIDTH: 22 FEET
MINIMUM FRONT YARD PORCH SETBACK: 15 FEET
MINIMUM MAIN FACADE AND GARAGE SETBACK: 25 FEET
MINIMUM GARAGE SETBACK FROM FACE OF PORCH: 9 FEET
ONE IN FIVE HOMES IN A GIVEN STREET CAN PLACE GARAGE BETWEEN 9 FOOT SETBACK FROM FACE OF PORCH, UP TO EVEN WITH FRONT PORCH.
MINIMUM SIDE YARD SETBACKS: 5 FEET
MINIMUM REAR YARD SETBACK: 10 FEET
MINIMUM FRONT PORCH: 9x12 FEET
MINIMUM PRIVATE REAR PATIO: 9x12 FEET
MAXIMUM DRIVEWAY WIDTH: 18 FEET
MINIMUM PARKWAY TREES PLANTED: 2 @ 2" CAL

LOTS 149-166 AND 168-175 (ALLEY LOADED GARAGES) (26 D.U.)

MAXIMUM BUILDING WIDTH: 24 FEET
MAXIMUM GARAGE WIDTH: 22 FEET
MINIMUM FRONT YARD SETBACK: 10 FEET
MINIMUM SIDE AND REAR YARD SETBACKS: 5 FEET
MINIMUM FRONT PORCH: 9x12 FEET
MINIMUM PRIVATE REAR PATIO: 9x12 FEET
MAXIMUM DRIVEWAY WIDTH: 18 FEET
MINIMUM PARKWAY TREES PLANTED: 1 @ 2" CAL
MINIMUM PARKING SPACES FROM ALLEY: 2

LOTS 63-72, 103, 113 AND 167 (13 D.U.)

CARRIAGE HOMES:
MINIMUM FIRST FLOOR ENCLOSED STORAGE: 6x12 FEET
MAXIMUM BUILDING WIDTH AND DEPTH: 24x30 FEET
MINIMUM MAIN FACADE SETBACK: 10 FEET
MINIMUM SIDE YARD SETBACKS: 5 FEET
MINIMUM REAR YARD SETBACK: 5 FEET
MINIMUM FRONT PORCH OR PATIO: 6x12 FEET
MAXIMUM DRIVEWAY WIDTH: 18 FEET

TINY HOMES:

MAXIMUM BUILDING WIDTH: 16 FEET
MINIMUM FRONT YARD PORCH SETBACK: 10 FEET
MINIMUM MAIN FACADE SETBACK: 15 FEET
MINIMUM SIDE YARD SETBACKS: 5 FEET
MINIMUM PRIVATE REAR PATIO: 9x12 FEET
MINIMUM FRONT PORCH OR PATIO: 6x12 FEET
MINIMUM FIRST FLOOR ENCLOSED STORAGE: 6x12 FEET

LOTS 30-39 (10 D.U.)

COTTAGES:
MAXIMUM BUILDING WIDTH AND DEPTH: 24 FEET
MINIMUM FRONT YARD PORCH SETBACK: 3 FEET
MINIMUM MAIN FACADE SETBACK: 10 FEET
MINIMUM SIDE YARD SETBACKS: 5 FEET
MINIMUM REAR YARD SETBACK: 5 FEET
MINIMUM FRONT PORCH: 6x12 FEET
MAXIMUM DRIVEWAY WIDTH: 18 FEET
MINIMUM SHARED OPEN SPACE: 2,000 SF

CONSERVATION AREA/STORMWATER MANAGEMENT

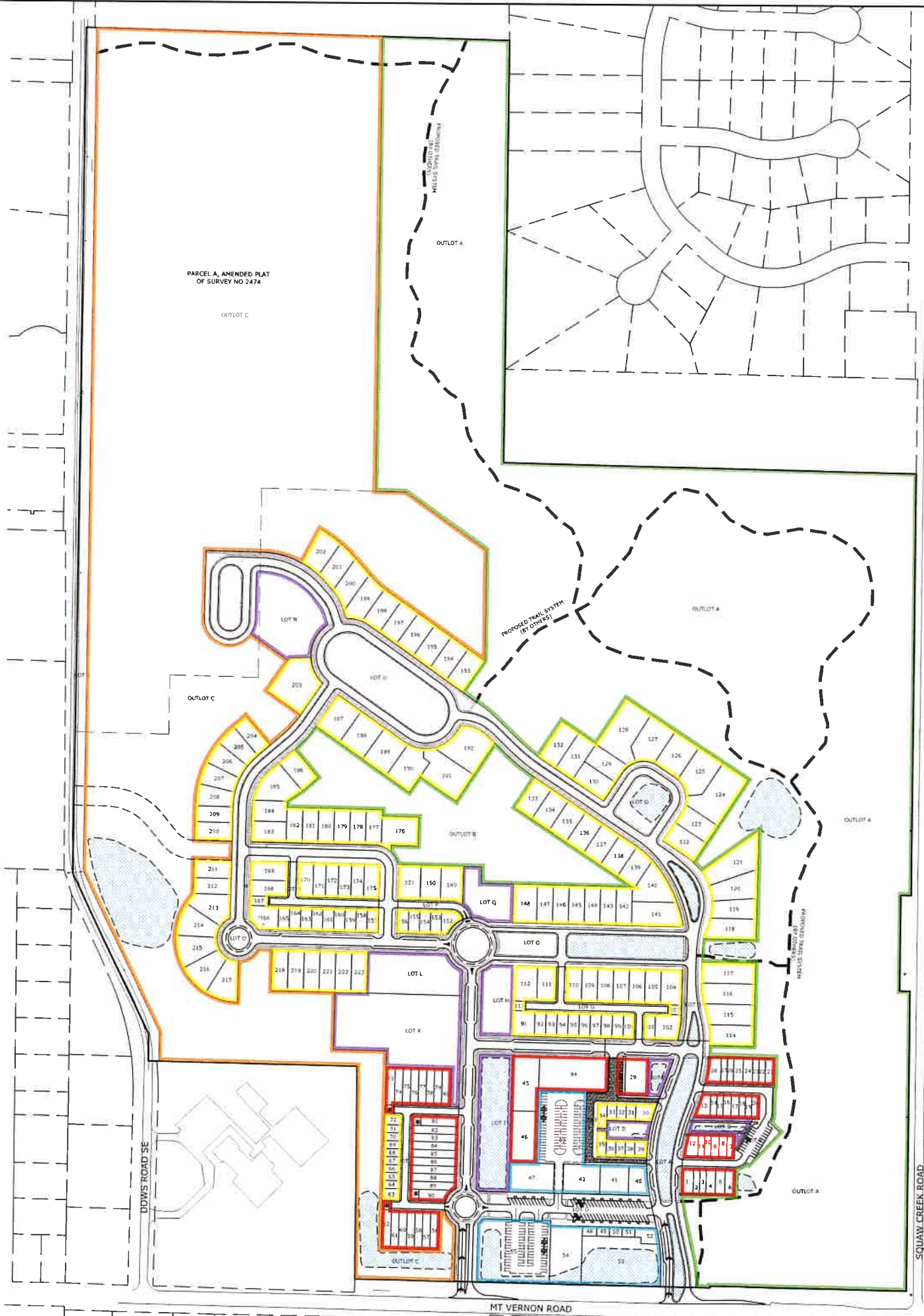
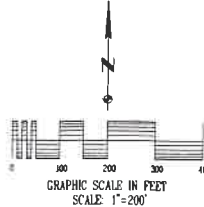
OUTLOTS A AND B (OWNED BY LINN COUNTY AND MAINTAINED BY LINN COUNTY CONSERVATION)

THE FARM/STORMWATER MANAGEMENT

OUTLOT C (MANAGED BY SEPARATE FARM ENTITY)

OPEN SPACE/RECREATION

LOTS D, E, H, I, K, L, N AND Q



Revision Description

Revision Number & Date

HALL & HALL ENGINEERS, INC.
Leading in Land Development Since 1957
1668 BOTTECHIO ROAD, HAWAIIAN, IOWA 52233
PHONE: (319) 362-6848 FAX: (319) 362-7350
WWW.HALL-ENGINEERS.COM
LAND SURVEYING AND DEVELOPMENT PLANNING

PRELIMINARY PLAT FOR
DOWS FARM AGRICOMMUNITY
IN LINN COUNTY, IOWA

Designed by:
BDV
Drawn by:
CJZ
Checked by:
BDV
Date:
01/18/2023
Field Book No:
Scale:
1"=200'
Sheet:
3 of 8
Project Number:
10803-22-1

Sheet Title

SQUAW CREEK ROAD

MT VERNON ROAD

CAO File: I:\projects\10803-22-1 Dows Farm\DWG\PLATS\10803-22-1 PP.dwg Date Plotted: Jan 18, 2023 - 12:26pm Plotted By: ELANSON

PUBLIC SPACE

HIPPODROME LAWN: LEVEL AND OPEN LAWN AREA FOR CASUAL ACTIVITIES SUCH AS LAWN GAMES, KITE FLYING, SPECIAL NEIGHBORHOOD EVENTS AND STORM WATER MANAGEMENT

THE HILL: COMMUNITY OVERLOOK INCLUDING CASUAL ACTIVITIES SUCH AS SLEDDING

THE COMMUNITY GARDENS: MANAGED AND RENTED PLOTS FOR RESIDENTS TO GARDEN (TWO LOCATIONS)

FISHING POND: SMALL POND WITH SUFFICIENT DEPTH TO SUSTAIN SPORT FISHING

COMMUNITY LAWNS: LEVEL AND OPEN LAWN AREAS FOR CASUAL ACTIVITIES (THREE LOCATIONS)

PLAYGROUNDS AND SPORTS FIELDS: INTERACTIVE PLAYGROUND ACTIVITIES AND EQUIPMENT WITH ADJACENT SPORTS FIELD FOR INFORMAL SPORTING EVENTS

THE COMMONS GREEN: COMMUNITY FOCUSED ACTIVITIES WITH FLEXIBLE, CURB-LESS "MAIN STREET/PEDESTRIAN PLAZA" AND OPEN LAWN AREA THAT SUPPORTS A RANGE OF ACTIVITIES INCLUDING POTENTIAL EVENTS SUCH AS FARMER'S MARKETS, ART FAIRS, CAR SHOWS AND TRAIL RELATED FUND RAISING WALKS/RUNS/BIKE-A-THONS, CONCERTS, ETC.

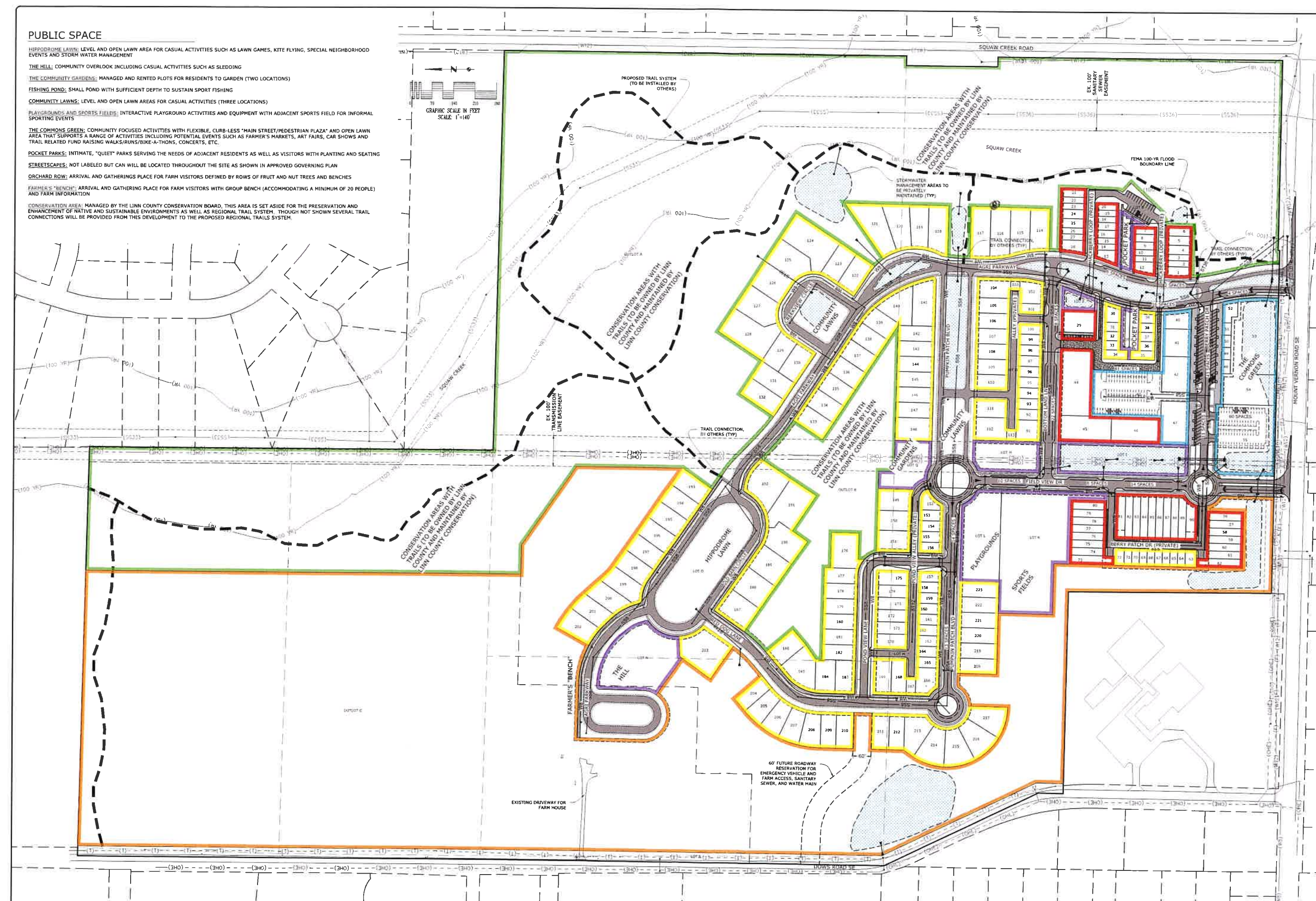
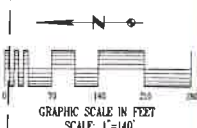
POCKET PARKS: INTIMATE, "QUIET" PARKS SERVING THE NEEDS OF ADJACENT RESIDENTS AS WELL AS VISITORS WITH PLANTING AND SEATING

STREETSCAPES: NOT LABELED BUT CAN WILL BE LOCATED THROUGHOUT THE SITE AS SHOWN IN APPROVED GOVERNING PLAN

ORCHARD ROW: ARRIVAL AND GATHERINGS PLACE FOR FARM VISITORS DEFINED BY ROWS OF FRUIT AND NUT TREES AND BENCHES

FARMER'S "BENCH": ARRIVAL AND GATHERING PLACE FOR FARM VISITORS WITH GROUP BENCH (ACCOMMODATING A MINIMUM OF 20 PEOPLE) AND FARM INFORMATION

CONSERVATION AREA: MANAGED BY THE LINN COUNTY CONSERVATION BOARD, THIS AREA IS SET ASIDE FOR THE PRESERVATION AND ENHANCEMENT OF NATIVE AND SUSTAINABLE ENVIRONMENTS AS WELL AS REGIONAL TRAIL SYSTEM. THOUGH NOT SHOWN SEVERAL TRAIL CONNECTIONS WILL BE PROVIDED FROM THIS DEVELOPMENT TO THE PROPOSED REGIONAL TRAILS SYSTEM.



Revision Description

Revision Number & Date

H&E
HALL & HALL ENGINEERS, INC.
Landmark & Land Development Since 1923
1000 WESTERN AVENUE, SUITE 100, IOWA CITY, IOWA 52243
PHONE: 319.336.1000 FAX: 319.336.1008
WWW.HALL-ENGINEERS.COM

PRELIMINARY PLAT
FOR
DOWS FARM AGRICOMMUNITY
IN LINN COUNTY, IOWA

Sheet Title

Designed by:
BDV

Drawn by:
CJZ

Checked by:
BDV

Date:
01/18/2023

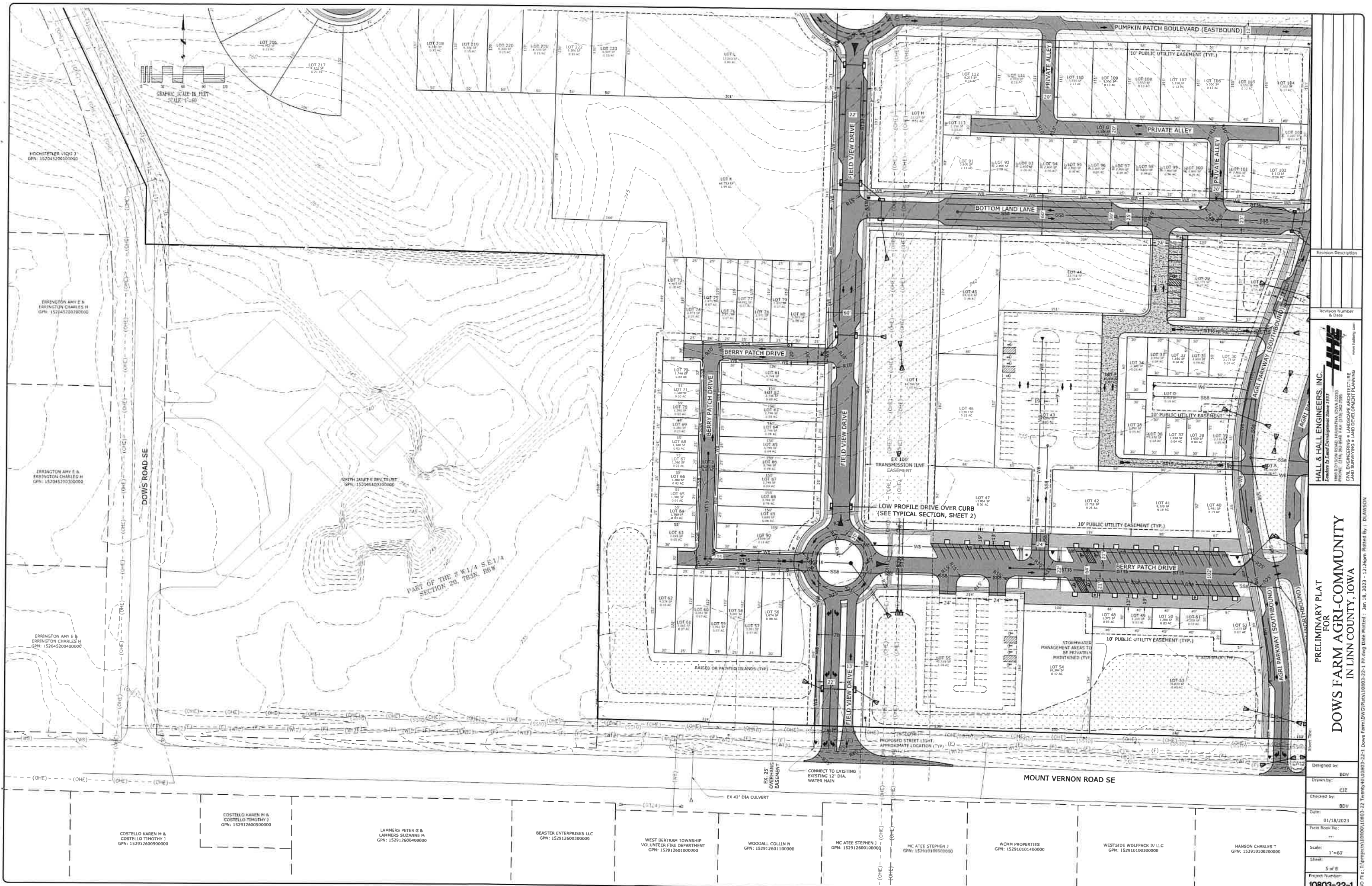
Field Book No:

Scale:
1"=140'

Sheet:
4 of 8

Project Number:
10803-22-1

CAD File: I:\projects\10803-22\Twenty40\10803-22-1 PP.dwg Date Plotted: Jan 18, 2023 - 12:26pm Plotted By: DLAWSON



PRELIMINARY PLAT
FOR
DOW'S FARM AGRI-COMMUNITY
IN LINN COUNTY, IOWA

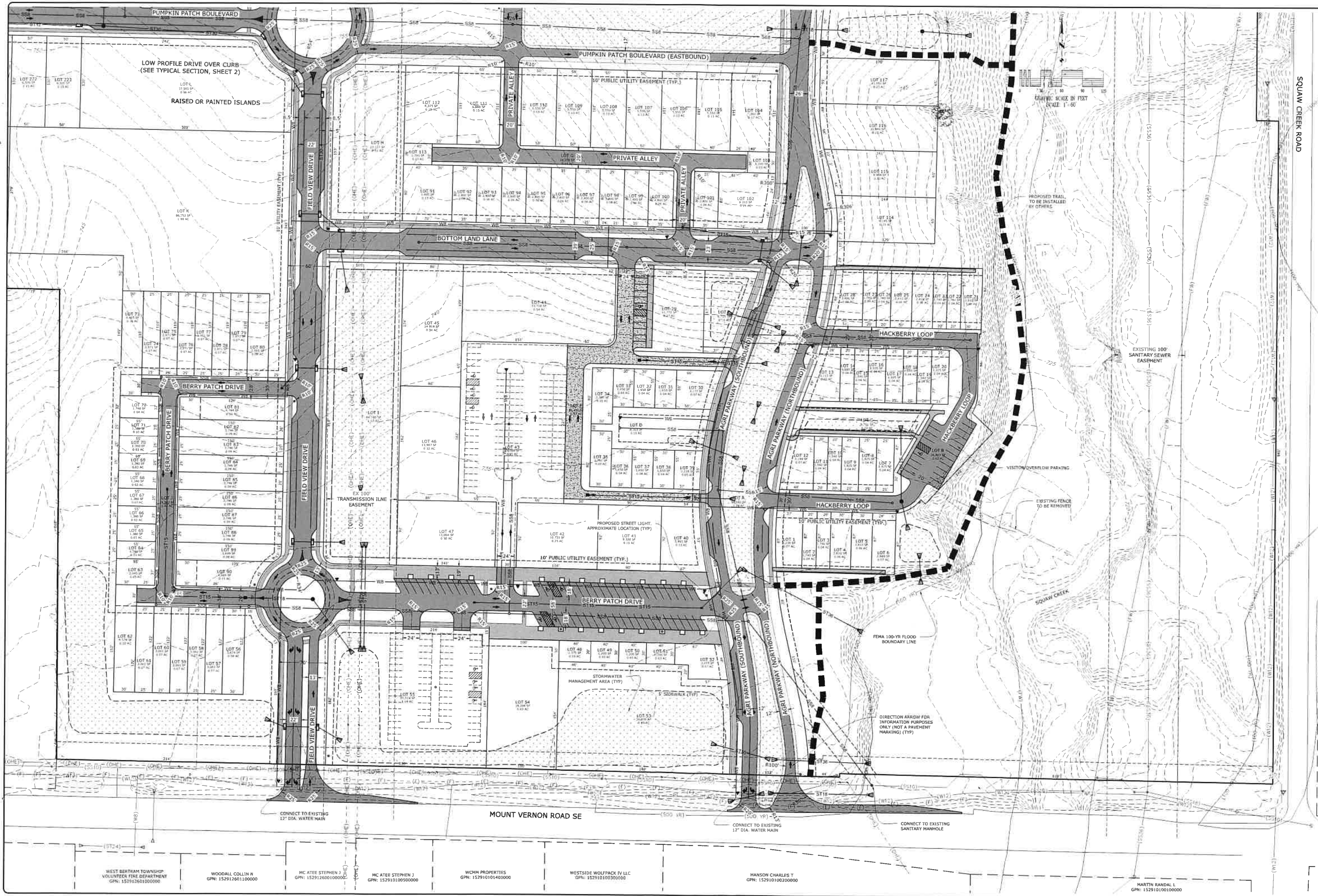
HALL & HALL ENGINEERS, INC.
Engineers in Land Development Since 1953
 1600 BUTTERN ROAD, WARWICK, IOWA 52243
 PHONE: (319) 362-8848 FAX: (319) 362-1993

HHE

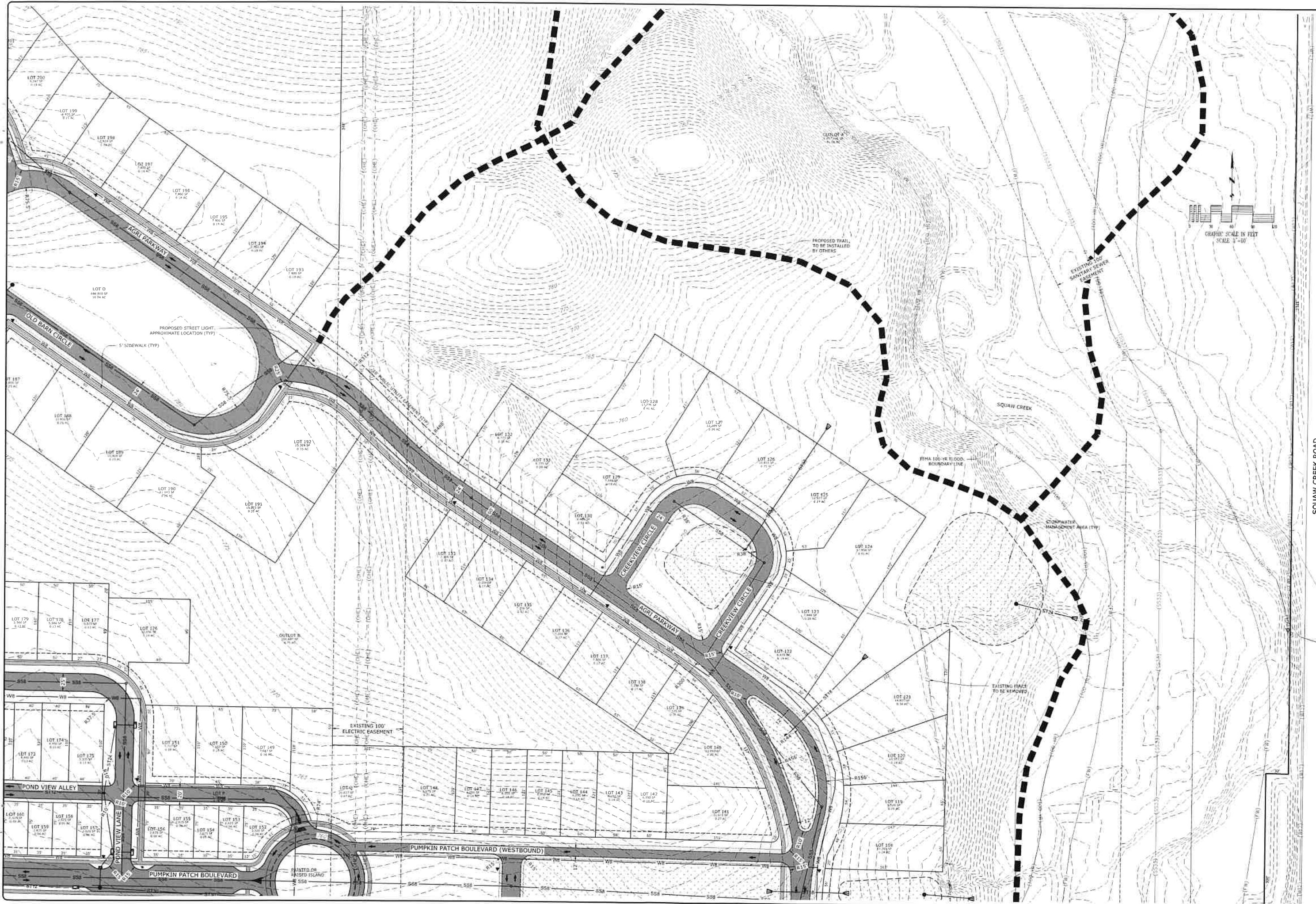
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1000 E. 10th Street, Suite 100, Des Moines, IA 50319	
TEL: 515.281.1111 FAX: 515.281.1112	
WWW.HALL-ENGINEERS.COM	
Revision Number	01/18/2023
Revision Description	01/18/2023
Project Number	10803-22-1
Sheet Title	PRELIMINARY PLAT FOR DOWS FARM AGRICOMMUNITY IN LINN COUNTY, IOWA
Designed by:	BDV
Drawn by:	CJC
Checked by:	BDV
Date:	01/18/2023
Field Book No.:	
Scale:	1"=60'
Sheet:	6 of 8
Project Number:	10803-22-1



SQUAW CREEK ROAD

PRELIMINARY PLAT
FOR
DOWS FARM AGRICOMMUNITY
IN LINN COUNTY, IOWA

Shown To:	
Designed by:	BDV
Drawn by:	CZ
Checked by:	BDV
Date:	01/18/2023
Field Book No:	
Scale:	1"=60'
Sheet:	8 of 8
Project Number:	10803-22-1

HALL & HALL ENGINEERS, INC.
Licensure No. 10803-22-1
1880 BOYDSON ROAD, INDIANAPOLIS, IN 46223
PHONE: (317) 343-5548 FAX: (317) 343-5550
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ENGINEERING & LANDSCAPE ARCHITECTURE
CIVIL, SURVEYING & LAND DEVELOPMENT PLANNING

Revision Number	Revision Description

SECONDARY ROADS FIVE YEAR PROGRAM

Iowa Department of Transportation
SECONDARY ROADS FIVE YEAR PROGRAM

County: Linn County

Fiscal Year: 2023

Version: 1.0

COUNTY CERTIFICATION

The detailed construction program for the secondary road system was adopted by the Board of Supervisors on _____

Date

ATTESTED

County Auditor



Date

2/7/2023

County Engineer

Date

Chairperson, Board of Supervisors

Date

IOWA DOT PROGRAM APPROVALS

Recommended Approval: _____

OLS Reviewer

Date

Approval: _____

Director of Local Systems

Date

Generated on 2/6/2023 1:26 PM

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
						FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	
FM-C057(160)--55-57 FM-C057(BRIDGE 933)-23 47011	On COGGON RD, Over WALTON CREEK, S12 T86 R07 CONCRETE SLAB BRIDGE REPLACEMENT 12 / 86 / 07	856 0.000 miles 223210	Previous	\$0 320 Bridges FM	Local						\$1,000
					FM	1,000					
					Special						
					FA						
					SWAP						
FM-C057(162)--55-57 FM-C057(BR 408)-23 47014	On BOY SCOUTS RD, Over WAPSIPINICON RIVER, S20 T85 R05 PCC BRIDGE DECK OVERLAY 20 / 85 / 05	324 0.000 miles 221980	Previous	\$0 320 Bridges FM	Local						\$300
					FM	300					
					Special						
					FA						
					SWAP						
FM-C057(163)--55-57 FM-C057(BR 1797)-23 47015	On BLAIRS FERRY RD, Over OTTER CREEK, S26 T84 R08 PCC BRIDGE DECK OVERLAY 26 / 84 / 08	5412 0.000 miles 221791	Previous	\$0 320 Bridges FM	Local						\$300
					FM	300					
					Special						
					FA						
					SWAP						
FM-C057(161)--55-57 FM-C057(BR 2737)-23 47032	On N CENTER POINT RD, Over EAST OTTER CK, S6 T84 R07 CONCRETE SLAB BRIDGE REPLACEMENT 6 / 84 / 07	4014 0.000 miles 33830	Previous	\$0 320 Bridges FM	Local						\$1,000
					FM	1,000					
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	
BROS-C057(164)--8J-57 BROS-C057(164)--8J-57 47013	On WAUBEEK RD, Over TRIB WAPSIPINICON R, S14 T85 R06 REINFORCED CONCRETE BOX REPLACEMENT 14 / 85 / 06	78 0.000 miles 222130	Previous	\$0 332 Box Culverts FA	Local						\$400
					FM						
					Special						
					FA	400					
					SWAP						
L-BEVERLY RD--73-57 LOST-BEVERLY RD(23) 24896	On BEVERLY RD, from HWY 151 E 2 miles HMA PAVING 3 / 82 / 08	47 2.040 miles 33800	Previous	\$0 366 HMA Paving Local	Local						\$1,000
					FM						
					Special	1,000					
					FA						
					SWAP						
LFM-BETTYS GROVE RD--7X- 57 LOST-BETTYS GROVE RD(23) 29200	On BETTY'S GROVE RD, from WALKER RD to COUNTY LINE PCC PAVING	1420 0.957 miles	Previous	\$0 367 PCC Paving Local	Local						\$350
					FM						
					Special	350					
					FA						
					SWAP						
L-CMP 1725--73-57 LOST-CMP 1725(23) 47207	On ANGLE RD, 220' EAST OF MORGAN BRIDGE RD, S4 T82 R08 CMP CULVERT REPLACEMENT. 50% CITY OF FAIRFAX 4 / 82 / 08	20 0.000 miles	Previous	\$0 331 Pipe Culverts Local	Local						\$80
					FM						
					Special	80					
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
						FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	
L-JORDANS GROVE RD--73-57 LOST-JORDANS GROVE RD(23) 37769	On JORDANS GROVE RD, from COUNTY HOME ROAD to HWY 151 GRADING AND CULVERTS	60 3.208 miles	Previous	\$0 352 Excavation Local	Local FM Special FA SWAP	 1,000					\$1,000
L-BRIDGE 1931--73-57 LOST-BRIDGE 1931(23) 52265	On PALISADES ACCESS RD, Over FLAMINGO CREEK, S34 T82 R06 TIMBER BRIDGE REPLACEMENT 34 / 82 / 06	37 0.000 miles 220251	Previous	\$0 320 Bridges Local	Local FM Special FA SWAP	 180					\$180
DL-LWC 655--73-57 DL-LWC 655(23) 50924	On PRAIRIE CHAPEL RD, Over INDIAN CREEK, S8 T84 R06 REPLACING TIMBER BRIDGE WITH A LOW WATER CROSSING. STRUCTURE IS ON A CLASS C ROAD. 8 / 84 / 06	0.000 miles 221320	Previous	\$75 320 Bridges Local	Local FM Special FA SWAP	175					\$175
L-USHERS FERRY RD--73-57 L-USHERS FERRY RD(22) 50923	On USHERS FERRY RD, from 42ND ST NE to OAK CREEK DR NE 4" HMA OVERLAY OVER EXISTING SEAL COAT. PROJECT WILL BE LET AND ADMINISTERED BY CITY OF CEDAR RAPIDS. LINN COUNTY WILL BE INVOICED FOR THEIR PORTION OF THE SHARED ROAD. 1 / 83 / 08	37 0.610 miles	Previous	\$0 366 HMA Paving Local	Local FM Special FA SWAP	227					\$227

SECONDARY ROADS FIVE YEAR PROGRAM

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp Year	Priority Years				Total
						FY 2023	1st FY 2024	2nd FY 2025	3rd FY 2026	4th FY 2027	
L-E AVE NW SEAL COAT--73-57 DL-E AVE NW SEAL COAT(23) 52945	On E AVE NW, from LINN BENTON RD to BERGER LN SEAL COAT BY COUNTY CREWS ON NEW ROAD GRADE. 30 / 83 / 08	5 3.700 miles	New	\$80 364 Bituminous Seal Coat Local	Local FM Special FA SWAP	230					\$230
L-LINN-BENTON RD SEAL COAT--73-57 DL-LINN-BENTON RD SEAL COAT(23) 52946	On LINN-BENTON RD, from E AVE NW to 71ST ST - BENTON CO SEAL COAT BY COUNTY CREWS ON NEW ROAD GRADE. 30 / 83 / 08	100 1.000 miles	New	\$33 364 Bituminous Seal Coat Local	Local FM Special FA SWAP	92					\$92
L-C057(CMP2020)--73-57 DL-CMP 2020 47265	On GARD RD, S6 T86 R07 TWIN CMP CULVERT REPLACEMENT BY COUNTY CREWS 6 / 86 / 07	78 0.000 miles	Previous	\$45 331 Pipe Culverts Local	Local FM Special FA SWAP	45					\$45
L-C057(CMP2077)--73-57 DL-CMP 2077 47263	On MERRITT RD, S3 T84 R05 CMP CULVERT REPLACEMENT BY COUNTY CREWS 3 / 84 / 05	59 0.000 miles	Previous	\$40 331 Pipe Culverts Local	Local FM Special FA SWAP	40					\$40

SECONDARY ROADS FIVE YEAR PROGRAM

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp Year	Priority Years				Total
						FY 2023	1st FY 2024	2nd FY 2025	3rd FY 2026	4th FY 2027	
L-C057(CMP2086)--73-57 DL-CMP 2086 47264	On AUSTIN RD, S35 T85 R06 CMP CULVERT REPLACEMENT BY COUNTY CREWS 35 / 85 / 06	20 0.000 miles	Previous	\$40 331 Pipe Culverts Local	Local FM Special FA SWAP	40					\$40
L-CMP 2430--73-57 LOST-CMP 2430(23) 52352	On MORGAN BRIDGE RD, NORTH OF ANGLE RD S5 T82 R08 CMP CULVERT REPLACEMENT 5 / 82 / 08	5 0.000 miles	Previous	\$0 331 Pipe Culverts Local	Local FM Special FA SWAP		80				\$80
L-CMP 2429--73-57 LOST-CMP 2429(23) 52353	On MORGAN BRIDGE RD, SOUTH OF ANGLE RD S5 T82 R08 CMP CULVERT REPLACEMENT 5 / 82 / 08	120 0.000 miles	Previous	\$0 331 Pipe Culverts Local	Local FM Special FA SWAP		80				\$80
STP-S-C057(165)--5E-57 STP-S-C057(165)--5E-57 36441	On WALKER RD, from BETTY'S GROVE RD (W35) 4.7 miles to TROY MILLS RD (W45) PCC PAVING	910 4.628 miles	Previous	\$0 367 PCC Paving FA	Local FM Special FA SWAP		442				\$2,208
						1,766					

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	
FM-C057(BR2786)--55-57 FM-C057(BR 2786)-24 47016	On COVINGTON RD, Over LONE TREE CREEK, S33 T84 R08 CONCRETE SLAB BRIDGE REPLACEMENT 33 / 84 / 08	5200 0.000 miles 33730	Previous	\$0 320 Bridges FM	Local						\$1,100
					FM		1,100				
					Special						
					FA						
					SWAP						
FM-C057(BR2758)--55-57 FM-C057(BR 2758)-24 47027	On N CENTER POINT RD, Over EAST BLUE CREEK, S33 T86 R08 CONCRETE SLAB BRIDGE REPLACEMENT 33 / 86 / 08	2450 0.000 miles 33880	Previous	\$0 320 Bridges FM	Local						\$1,100
					FM		1,100				
					Special						
					FA						
					SWAP						
FM-C057(BR797)--55-57 FM-C057(BR 797)-24 47028	On MATSELL PARK RD, Over WAPSIPINICON RIVER, S36 T85 R05 CONCRETE BRIDGE REPLACEMENT 36 / 85 / 05	148 0.000 miles 222050	Previous	\$0 320 Bridges FM	Local						\$2,000
					FM		2,000				
					Special						
					FA						
					SWAP						
FM-C057(BR1031)--55-57 FM-C057(BR1031)-24 52275	On OTIS RD, Over INDIAN CREEK, S30 T83 R06 CONCRETE BRIDGE DECK OVERLAY - NEED 28E AGREEMENT WITH CEDAR RAPIDS 30 / 83 / 06	336 0.000 miles 220871	Previous	\$0 320 Bridges FM	Local						\$350
					FM		250				
					Special		100				
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
						FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	
BROS-C057(BR 2216)--8J-57 BROS-C057(BR 2216)--8J-57 52941	On MARTIN CREEK RD, Over MARTIN CREEK, S11 T83 R06 TIMBER BRIDGE REPLACEMENT 11 / 83 / 06	120 0.000 miles 220721	New	\$0 320 Bridges FA	Local						\$300
					FM						
					Special						
					FA		300				
					SWAP						
L-S 31ST ST--73-57 LOST-S 31ST ST(24) 52319	On S 22ND ST & S 31ST ST, from HWY 100 to HWY 100 HMA PAVING 8 / 83 / 06	47 1.170 miles	Previous	\$0 366 HMA Paving Local	Local						\$450
					FM						
					Special		450				
					FA						
					SWAP						
LFM-ROW ROUNDABOUTS-- 7X-57 LOST-ROW ROUNDABOUTS(24) 52320	On COVINGTON RD, AT ELLIS RD AND AT STONEY POINT RD ROW FOR ROUNDABOUTS 15 / 83 / 08	25 2.000 miles	Previous	\$0 311 Right of way Local	Local						\$50
					FM						
					Special		50				
					FA						
					SWAP						
L-ROW BR 878--73-57 LOST-ROW BR 878(24) 52321	On ROSEDALE RD, Over INDIAN CR, S20 T83 R06 ROW FOR BRIDGE REPLACEMENT 20 / 83 / 06	280 0.000 miles 220750	Previous	\$0 311 Right of way Local	Local						\$40
					FM						
					Special		40				
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2023	1st FY 2024	2nd FY 2025	3rd FY 2026	4th FY 2027	
LFM-MARTELLE RD--7X-57 LOST-MARTELLE RD(24) 52267	On MARTELLE RD, from SPRINGVILLE RD to COUNTY LINE GRADING AND CULVERTS 12 / 83 / 05	10 3.770 miles	Previous	\$0 352 Excavation Local	Local						\$1,600
					FM						
					Special		1,600				
					FA						
					SWAP						
L-CULVERTS--73-57 L-CULVERTS(24) 47029	On VARIOUS THROUGHOUT COUNTY, VARIOUS CMP CULVERTS THROUGHOUT THE COUNTY TO BE COMPLETED BY CONTRACT		Previous	\$0 331 Pipe Culverts Local	Local		175				\$175
					FM						
					Special						
					FA						
					SWAP						
LFM-76TH AVE SW--7X-57 LOST-76TH AVE SW(24) 37753	On 76TH AVE SW, from LEFEBURE RD to CR CITY LIMITS GRADING AND CULVERTS 14 / 82 / 08	14 2.980 miles	Previous	\$0 352 Excavation Local	Local						\$1,000
					FM						
					Special		1,000				
					FA						
					SWAP						
LFM-ELLIS RD NW--7X-57 L-ELLIS RD NW(24) 35247	On ELLIS RD NW, from NEAR BRIDGE 2286 to EDGEWOOD RD HMA PAVING - WILL NEED 28E WITH CEDAR RAPIDS FOR SHARED PORTIONS 14 / 83 / 08	336 2.160 miles	Previous	\$0 366 HMA Paving Local	Local		700				\$850
					FM						
					Special		150				
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type		FY 2023	1st FY 2024	2nd FY 2025	3rd FY 2026	4th FY 2027	
FM-C057(BR1699)--55-57 FM-C057(BR 1699)-25 47033	On SPRINGVILLE RD, Over ABBE CREEK, S3 T82 R05 CONCRETE BRIDGE DECK OVERLAY 3 / 82 / 05	836 0.000 miles 219930	Previous	\$0 320 Bridges FM	Local						\$400
					FM			400			
					Special						
					FA						
					SWAP						
FM-C057(MAPLE GROVE RD)--55-57 FM-C057(MAPLE GROVE RD)-25 52240	On MAPLE GROVE RD, from LINN-JOHNSON RD to WRIGHT BROS BLVD PCC PAVING 27 / 82 / 08	15 1.860 miles	Previous	\$0 367 PCC Paving FM	Local						\$900
					FM			900			
					Special						
					FA						
					SWAP						
FM-C057(BR 2778)--55-57 FM-C057(BR 2778)-25 52237	On COVINGTON RD, Over MORGAN CREEK, S15 T83 R08 BRIDGE DECK OVERLAY 15 / 83 / 08	7300 0.000 miles 33760	Previous	\$0 320 Bridges FM	Local						\$400
					FM			400			
					Special						
					FA						
					SWAP						
BROS-C057(168)--8J-57 HBP-C057(BR 878)-25 47031	On ROSEDALE RD, Over INDIAN CREEK, S20 T83 R06 BRIDGE REPLACEMENT WITH CONCRETE BRIDGE 20 / 83 / 06	295 0.000 miles 220750	Previous	\$0 320 Bridges FA	Local						\$1,800
					FM						
					Special						
					FA			1,800			
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	
BROS-C057(167)--8J-57 HBP-C057(BR 2193)-25 47012	On WORCHESTER RD, Over MORGAN CREEK, S22 T83 R08 CONCRETE SLAB BRIDGE REPLACEMENT 22 / 83 / 08	433 0.000 miles 221121	Previous	\$0 320 Bridges FA	Local						\$1,100
					FM						
					Special						
					FA			1,100			
					SWAP						
LFM-BLAIRS FERRY RD--7X-57 L-BLAIRS FERRY RD(25) 36316	On BLAIRS FERRY RD, from MUD LAKE BRIDGE to DEER RIDGE DRIVE PCC PAVING	5200 1.053 miles	Previous	\$0 367 PCC Paving Local	Local			450			\$450
					FM						
					Special						
					FA						
					SWAP						
L-IRISH LN--73-57 LOST-IRISH LN(25) 44911	On IRISH LN, from BUSINESS 30 to W MT VERNON RD GRADING AND CULVERTS	10 1.620 miles	Previous	\$0 352 Excavation Local	Local						\$650
					FM						
					Special			650			
					FA						
					SWAP						
LFM-ROW BR 762--7X-57 LOST-ROW BR 762(25) 52241	On SUTTON RD, Over WAPSIPINICON RIVER, S19 T86 R06 ROW FOR FUTURE BRIDGE REPLACEMENT 19 / 86 / 06	140 0.000 miles 223020	Previous	\$0 311 Right of way Local	Local						\$40
					FM						
					Special			40			
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2023	1st FY 2024	2nd FY 2025	3rd FY 2026	4th FY 2027	
LFM-PARIS RD--7X-57 LOST-PARIS RD(25) 52238	On PARIS RD, from TROY MILLS RD to N ALBURNETT RD GRADING AND CULVERTS 29 / 86 / 07	15 3.020 miles	Previous	\$0 352 Excavation Local	Local						\$1,250
					FM						
					Special			1,250			
					FA						
					SWAP						
L-BRIDGE 2063--73-57 LOST-BRIDGE 2063(25) 52233	On DUROW RD, Over BLUE CREEK, S31 T86 R08 BRIDGE REPLACEMENT WITH CONCRETE BRIDGE 31 / 86 / 08	141 0.000 miles 223450	Previous	\$0 320 Bridges Local	Local						\$1,400
					FM						
					Special			1,400			
					FA						
					SWAP						
L-BRIDGE 449--73-57 LOST-BRIDGE 449(25) 52236	On RED HAW RD, Over BIG CREEK, S14 T83 R06 CONCRETE BRIDGE REPLACEMENT 14 / 83 / 06	70 0.000 miles 220740	Previous	\$0 320 Bridges Local	Local						\$1,100
					FM						
					Special			1,100			
					FA						
					SWAP						
STP-S-C057(166)--5E-57 COVINGTON-ROGERS ROUNDAABOUT 52346	On COVINGTON RD, from AT ROGERS RD ROUNDAABOUT AT COVINGTON RD AND ROGERS RD 14 / 83 / 08	1190 0.770 miles	Previous	\$0 352 Excavation FA	Local						\$1,500
					FM			300			
					Special						
					FA			1,200			
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2023	1st FY 2024	2nd FY 2025	3rd FY 2026	4th FY 2027	
STP-S-TSF-C057(169)--5P-57 COVINGTON-ELLIS ROUNDAABOUT 52242	On COVINGTON RD AT ELLIS RD ROUNDAABOUT AT INTERSECTION OF COVINGTON RD AND ELLIS RD TSIP FUNDS ARE ANTICIPATED. THEY ARE NOT APPROVED YET. 15 / 83 / 08	1337 0.340 miles	Previous	\$0 352 Excavation FA	Local						\$1,500
					FM			500			
					Special			500			
					FA			500			
					SWAP						
STP-S-C057(145)--5E-57 STP-S-C057(145)--5E-57 37742	On BURNETT STATION RD, from CITY OF ALBURNETT to HWY 13 HMA PAVING	360 3.197 miles	Previous	\$0 366 HMA Paving FA	Local						\$1,375
					FM			260			
					Special			75			
					FA			1,040			
					SWAP						
FM-C057(BLOOMINGTON RD)-- -55-57 FM-BLOOMINGTON RD(26) 44976	On BLOOMINGTON RD, from O'CONNOR RD to MARTIN CREEK RD GRADING AND CULVERTS	5 3.050 miles	Previous	\$0 352 Excavation FM	Local						\$1,300
					FM				1,300		
					Special						
					FA						
					SWAP						
FM-C057(VALLEY FARM RD)-- 55-57 FM-VALLEY FARM RD(26) 44977	On VALLEY FARM RD, from HWY 13 to PARIS RD GRADING AND CULVERTS 28 / 86 / 06	160 2.190 miles	Previous	\$0 352 Excavation FM	Local						\$850
					FM				850		
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp Year	Priority Years				Total
						FY 2023	1st FY 2024	2nd FY 2025	3rd FY 2026	4th FY 2027	
FM-C057(BR762)--55-57 FM-C057(BR 762)-26 47034	On SUTTON RD, Over WAPSIPINICON RIVER, S19 T86 R06 CONCRETE BRIDGE REPLACEMENT 19 / 86 / 06	138 0.000 miles 223020	Previous	\$0 320 Bridges FM	Local						\$1,500
					FM				1,500		
					Special						
					FA						
					SWAP						
FM-C057(BR886)--55-57 FM-C057(BR 886)-26 47030	On HILLS MILL RD, Over BUFFALO CREEK, S29 T86 R05 CONCRETE BRIDGE REPLACEMENT 29 / 86 / 05	88 0.000 miles 222870	Previous	\$0 320 Bridges FM	Local						\$1,500
					FM				1,500		
					Special						
					FA						
					SWAP						
LFM-PARIS RD-26--7X-57 LOST-PARIS RD(26) 52243	On PARIS RD, from N ALBURNETT RD to HWY 13 GRADING AND CULVERTS 19 / 86 / 06	5 4.370 miles	Previous	\$0 352 Excavation Local	Local						\$1,800
					FM						
					Special				1,800		
					FA						
					SWAP						
L-FAIRCHILD RD--73-57 L-FAIRCHILD RD(26) 44978	On FAIRCHILD RD, from CENTRAL CITY RD to WILEYS RD GRADING AND CULVERTS 2 / 85 / 08	10 3.710 miles	Previous	\$0 352 Excavation Local	Local				1,500		\$1,500
					FM						
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	
L-BRIDGE 1007--73-57 LOST-BRIDGE 1007(26) 47010	On UPPER BOULDER RD, Over TRIB TO SILVER CREEK, S13 T86 R05 TIMBER BRIDGE REPLACEMENT 13 / 86 / 05	20 0.000 miles 222701	Previous	\$0 320 Bridges Local	Local						\$150
					FM						
					Special				150		
					FA						
					SWAP						
L-BRIDGE 2283--73-57 LOST-BRIDGE 2283(26) 47017	On MORGAN BRIDGE RD SW, Over MORGAN CREEK, S28 T83 R08 TIMBER BRIDGE REPLACEMENT 28 / 83 / 08	49 0.000 miles 221171	Previous	\$0 320 Bridges Local	Local						\$200
					FM						
					Special				200		
					FA						
					SWAP						
LFM-80TH ST NW--7X-57 LOST-80TH ST NW(26) 37757	On 80TH ST NW, from NORTH OF BRIDGE ON E AVE to ELLIS RD PCC PAVING	220 1.342 miles	Previous	\$0 367 PCC Paving Local	Local						\$750
					FM						
					Special				750		
					FA						
					SWAP						
L-BRIDGE 1979--73-57 L-BRIDGE 1979(26) 38896	On RED BRIDGE RD, Over BUFFALO CR, S24 T86N R06W BRIDGE REPLACEMENT (POSSIBLE REMOVAL DEPENDING ON BOS & PROPERTY OWNERS) 24 / 86N / 06W	15 0.000 miles 222760	Previous	\$0 320 Bridges Local	Local				300		\$300
					FM						
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp Year	Priority Years				Total
						FY 2023	1st FY 2024	2nd FY 2025	3rd FY 2026	4th FY 2027	
LFM-ELLIS RD-26--7X-57 LOST-ELLIS RD(26) 52348	On ELLIS RD, from COVINGTON RD to BRIDGE PCC PAVING 14 / 83 / 08	10 0.700 miles	Previous	\$0 367 PCC Paving Local	Local FM Special FA SWAP				400		\$400
FM-C057(RCB 2761)--55-57 FM-C057(RCB 2761)-27 52250	On N CENTER POINT RD, Over EAST BLUE CREEK, S21 T86 R08 REPLACE RCB CULVERT 21 / 86 / 08	2930 0.000 miles 33890	Previous	\$0 332 Box Culverts FM	Local FM Special FA SWAP					500	\$500
LFM-BRIDGE 1723--7X-57 LOST-BRIDGE 1723(27) 52245	On LINN-BENTON RD, Over PRAIRIE CREEK, S7 T82 R08 CONCRETE BRIDGE REPLACEMENT 7 / 82 / 08	140 0.000 miles 220400	Previous	\$0 320 Bridges Local	Local FM Special FA SWAP					1,500	\$1,500
L-BRIDGE 1912--73-57 LOST-BRIDGE 1912(27) 52246	On LINN BENTON RD, Over BEAR CREEK, S18 T84 R08 CONCRETE BRIDGE REPLACEMENT 18 / 84 / 08	187 0.000 miles 221730	Previous	\$0 320 Bridges Local	Local FM Special FA SWAP					1,200	\$1,200

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2023	1st FY 2024	2nd FY 2025	3rd FY 2026	4th FY 2027	
LFM-BRIDGE 981--7X-57 LOST-BRIDGE 981(27) 52247	On PARIS RD, Over WAPSIPINICON RIVER, S20 T86 R06 CONCRETE BRIDGE REPLACEMENT 20 / 86 / 06	350 0.000 miles 223070	Previous	\$0 320 Bridges Local	Local						\$2,000
					FM						
					Special					2,000	
					FA						
					SWAP						
L-BRIDGE 2181--73-57 LOST-BRIDGE 2181(27) 52249	On IOWA RD, Over W OTTER CREEK, TRIB. TO, S7 T85 R07 TIMBER BRIDGE REPLACEMENT 7 / 85 / 07	19 0.000 miles 222285	Previous	\$0 320 Bridges Local	Local						\$150
					FM						
					Special					150	
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

Fund	2023	2024	2025	2026	2027
FM	\$3,041,600	\$4,450,000	\$2,760,000	\$5,150,000	\$500,000
Local	\$849,000	\$875,000	\$450,000	\$1,800,000	\$1,200,000
FA	\$2,166,400	\$300,000	\$5,640,000	\$0	\$0
Special	\$2,770,000	\$3,390,000	\$5,015,000	\$3,300,000	\$3,650,000

SolidWaste Cedar Rapids • Linn County **Agency**

living. together. green

CHARGE ACCOUNT AGREEMENT

GENERAL TERMS:

This Agreement is made and entered into by and between Cedar Rapids Linn County Solid Waste Agency (herein called "Agency") and Linn County herein called "Account Holder").

IT IS AGREED:

1. **TERM OF AGREEMENT.** The term of this Charge Account Agreement shall be effective on date Agency approves the charge account. Unless terminated by either party as hereinafter provided, the Charge Account Agreement shall remain in effect so long as all terms and conditions of this Agreement are met. Either party may terminate this Charge Account Agreement by delivery of written notice to the other party.
2. **USE OF FACILITIES.** The Agency agrees to provide reasonable access and use of its facilities under the provisions of this Charge Account Agreement. Account Holder agrees to use facilities in accordance with all applicable federal and state legislation, all applicable local ordinances, and all Agency policies.
3. **VEHICLE AND EQUIPMENT IDENTIFICATION.** Commercial Account Holder agrees to affix additional identifying numbers, characters, or other visual identifiers to Account Holder's waste vehicles.
4. **CHARGE ACCOUNT INFORMATION.** Account Holder must complete all information requested on page 4. Account Holder certifies that the information submitted herein is true and correct.
5. **SECURITY DEPOSIT.** A \$500.00 security deposit, in the form of business check, credit card, or a electronic bank (ACH) transaction, payable to Agency, shall be submitted with a completed Charge Account Agreement. This non-interest-bearing deposit shall be refundable to Account Holder based on any of the following criteria:
 - a) Account has been open for 1 year with favorable payment history, the deposit will be applied to the account to offset current and future charges, or may be refunded via check upon Account Holder request.
 - b) Account Holder requests to terminate Charge Account Agreement with Agency, with all Account Holder invoice(s) determined by Agency to be paid-in-full.
 - c) Account Holder's Charge Account Agreement is denied or revoked by Agency.
6. **CHARGE ACCOUNT DENIAL.** Agency may deny an Account Holder charge privileges, at the discretion of Agency management. Services may be provided on a "cash only" basis. The Agency reserves the right to ban any user.
7. **PRICE OF DISPOSAL SERVICES.** Agency shall establish disposal or management fees based upon the net weight of material delivered at the appropriate disposal facility or based upon a per-item fee. The annual rate structure of fees for materials brought to the disposal facility shall be those adopted by Agency's Board of Directors.

8. **METHOD OF PAYMENT.** Account Holder agrees to pay for all services; including any surcharges or penalties assessed. Payment for services provided under this Charge Account Agreement shall be currency; business/cashier's check; credit card; or a bank electronic (ACH) transfer of funds.
9. **PAYMENT TERMS.** Invoice will process on the 1st of each month. Terms of payment for services provided under this Charge Account Agreement are "Net Due Upon Receipt" of the monthly invoice. All unpaid charges become delinquent on the 1st of the month, when the next invoice processes. A monthly invoice showing all charge ticket numbers assigned to Account Holder for services provided under this Charge Account Agreement shall be sent by Agency to the address designated on Account Holder's application form.
10. **FINANCE CHARGE.** On the 1st of each month, Agency shall impose a finance charge of 1.50% per month, to Account Holder for balances remaining unpaid on prior month invoices. For example, if invoice dated 1/1 remains unpaid on 2/1, a 1.50% finance charge will be assessed on the 2/1 invoice, for the unpaid balance from the prior month.
11. **NON-SUFFICIENT FUNDS CHARGE.** Agency shall impose a \$30.00 fee for each check returned non-sufficient funds "NSF".
12. **SUSPENSION OF CHARGE ACCOUNT.** Agency and Account Holder agree that charge account will be suspended when unpaid invoices are greater than 60 days old from invoice date. No future services will be made on charge until balance over 60 days is paid-in-full. Agency reserves the right to suspend Account Holder for safety or compliance reasons at the discretion of Agency management.
13. **COLLECTION FEES.** Account Holder shall pay to Agency all attorney or collection agency fees incurred by Agency related to non-payment for charges provided under this Charge Account Agreement. Agency agrees to give written notice to Account Holder indicating any action to be taken.
14. **LIQUIDATION OR BANKRUPTCY.** In the event Account Holder ceases to do business under the current business name, or files an order for bankruptcy proceedings, this Charge Account Agreement shall terminate.
15. **INDEMNITY.** Account Holder shall protect, defend, indemnify and hold harmless the Agency from any and all claims, causes of action, or demands which in any way relate to or arise out of actions taken or failure to act by the Account Holder or any of its employees. Such indemnification obligation shall not, however, extend from Account Holder to the Agency for negligence or intentional misconduct of the Agency or its employees.
16. **ASSIGNABILITY.** Assignment of this Charge Account Agreement by either party is prohibited.
17. **NOTICES.** All notices under this Charge Account Agreement shall be in writing and shall be deemed given when personally delivered, mailed thru the United States postal service, or by email, to Agency or Account Holder.
18. **LAWS AND FORCE MAJEURE.** The provisions of this Charge Account Agreement shall be subject to all valid and applicable federal, state, county, municipal and other governmental laws, executive orders, ordinances, rules, regulations, and acts. This Charge Account Agreement shall not be terminated, in whole or in part, nor shall either party be held liable in damages, for failure to comply herewith, if compliance is prevented by, or failure is a result of, any such law, order, ordinance, rule, regulation, act, permitting requirement, or due to Force Majeure. The parties hereto have no knowledge of any law, order, ordinance, rule, regulation, act or permitting requirement currently in force and effect which would prevent either party from performing hereunder. This Charge Account Agreement shall be interpreted under laws of the State of Iowa.

19. **INSURANCE.** Account Holder shall secure and maintain insurance coverages for personnel and equipment which enter upon the premises of the Agency under this Charge Account Agreement, as follows:
- Workers' Compensation Insurance covering liability under applicable workers' compensation law.
 - Automobile Liability and Medical Insurance covering public liability and property damages in a combined single limit of not less than \$2,000,000.00, each occurrence, for death or injury to any person or persons or for property damage as a result of any one occurrence which may arise out of or in connection with performances under this Charge Account Agreement.
 - Account Holder shall have Agency and its employees named as additional insured on its liability insurance policy and shall deliver to Agency certificates evidencing the existence and amounts of above coverages, upon request.
20. **MODIFICATIONS.** This Charge Account Agreement shall not be changed or modified except by a subsequent agreement in writing signed by both parties.
21. **THIRD PARTY LIABILITY.** Nothing in this Charge Account Agreement shall be construed as creating a joint enterprise between the parties hereto nor being for the benefit of third parties for any purpose including, without limitation, establishment of any type of duty, standard of care or liability with respect to third parties.

Account Holder agrees to the terms executed in this Charge Account Agreement on the date immediately adjacent to signature below.

Responsible Party Signature

Date

Print Name of Responsible Party

Title

Company Name Linn County Secondary Road Department Year Established _____
Street Address 1888 County Home Road
Billing Address 1888 County Home Road
City Marion State IA Zip Code 52057
Telephone # 319-892-6400 E-mail Address engineer@linncountyiowa.gov
Responsible Party Name _____ Title _____
Responsible Party Name _____ Title _____
Type of Business(Select from List) Government
Briefly describe nature of business maintain secondary road system
Amount of Monthly Credit (Select from List) \$1,001-\$5,000
Person to Contact Regarding Accounts Payable Ian Graham Telephone # 319-892-6403
Accounts Payable Dept. E-mail Address engineer-accounting@linncountyiowa.gov
Payment Method (Select from List) ACH
Monthly Invoicing (Select from List) Email
If E-Mail is checked for monthly invoicing, please provide E-Mail Address engineer-accounting@linncountyiowa.gov
Current Bank Reference:
Bank Name _____ Address _____ City _____ State _____
Zip Code _____ Telephone # _____
Bank Contact Person _____ E-Mail Address _____
Checking Account # _____

Return signed & completed charge account agreement to:

Cedar Rapids Linn County Solid Waste Agency
1954 County Home Road
Marion, Iowa 52302
Telephone #: 319-377-5290
Or by email to: finance@solidwasteagency.org

Agency Use Only:

Account # Assigned _____

Authorization _____ Date _____

LINN COUNTY RISK MANAGEMENT
JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5200 | FAX: 319-892-5209

LinnCountyIowa.gov



February 7, 2023

Linn County Solid Waste Agency

RE: Linn County's proof of insurance

To whom it may concern,

It has been requested that I provide the following information concerning the above-mentioned request for Linn County:

This letter is to confirm that Linn County is self-insured with regards to any and all general liability claims, crime, and all automobile liability claims, including comprehensive and collision. This self-insured status is not the result of specific action by the Board of Supervisors, but results from Iowa law which provides that political subdivisions are subject to liability for their torts and those of their officers and employees when acting within the scope of their duties (Iowa Code Chapter 670). Should a judgment creditor elect not to issue execution against a municipal corporation, a tax must be levied as early as practicable to pay the judgment (Iowa Code §§626.24, 670.10, and 627.18).

With regards to employee bonding, Linn County carries a Commercial Crime Policy issued by Travelers Insurance Company through the Accel Group, 5500 Fountains Rd N.E., Cedar Rapids, Iowa 52411. The current policy is effective from December 31, 2022 until December 31, 2025. Fiduciary Liability is also issued by Travelers, that policy is effective December 31, 2022 until December 31, 2023. Commercial Property Insurance is issued by CHUBB and is also carried through the Accel Group. These policies are reviewed on an annual basis. Current limits serve as primary coverage. Secondary coverage would be secured through our self-insurance.

Linn County is self-insured with regards to worker's compensation and that status has been approved through the office of the Iowa Workers' Compensation Commissioner.

Should you have any questions concerning Linn County's self-insured status you may contact our legal department at (319) 892-6340.

Sincerely,

Steve Estenson
Linn County Risk Manager



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: (name and address)

Linn County Secondary Roads District 1
Morgan Creek Shop
To be determined.

AGREEMENT INFORMATION:

Date: March 25, 2021

AMENDMENT INFORMATION:

Amendment Number: 003

Date: February 1, 2023

OWNER: (name and address)

Linn County Board of Supervisors
935 2nd Street SW
Cedar Rapids, IA 52404

ARCHITECT: (name and address)

Martin Gardner Architecture, P.C.
700 11th Street
Suite 200
Marion, IA 52302

The Owner and Architect amend the Agreement as follows:

Revise the existing construction documents as the Owner chose to reject the bids for phase 2 of the Project. The Architect will also provide services for re-bidding the Project as required by the State of Iowa Bidding and Procurement laws.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Add Twelve Thousand Dollars and Zero Cents (\$12,000.00) to the Agreement broken down as follows:

Architectural: \$7,000.00

Civil Engineering: \$5,000.00

Schedule Adjustment:

Extend Agreement through March of 2024.

SIGNATURES:

Martin Gardner Architecture, P.C.

ARCHITECT (Firm name)

DocuSigned by:

SIGNATURE

Kyle Martin, AIA, LEED AP,
President

PRINTED NAME AND TITLE

2/7/2023 | 08:19:20 CST

DATE

Linn County Board of Supervisors

OWNER (Firm name)

SIGNATURE

Louis J. Zumbach, Chair Board of
Supervisors

PRINTED NAME AND TITLE

DATE

Certificate Of Completion

Envelope Id: 812E724CBE6048F39AE1FE247B195E3A

Status: Completed

Subject: Complete with DocuSign: Linn County Secondary Roads Agreement Amendment #3

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 0

Justin Hoff

AutoNav: Enabled

700 11th St., Ste. 200

Envelopeld Stamping: Enabled

Marion, IA 52302

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

justinh@martingardnerarch.com

IP Address: 209.252.169.97

Record Tracking

Status: Original

Holder: Justin Hoff

Location: DocuSign

2/7/2023 6:13:09 AM

justinh@martingardnerarch.com

Signer Events

Kyle Martin

kylem@martingardnerarch.com

President

Martin Gardner Architecture, P.C.

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



477BA9B20CBC490...

Timestamp

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Signed: 2/7/2023 6:19:20 AM

Signature Adoption: Uploaded Signature Image
Using IP Address: 209.252.169.97**Electronic Record and Signature Disclosure:**

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Sarah Coleman

sarahc@martingardnerarch.com

Security Level: Email, Account Authentication
(None)**COPIED**

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Darrin Gage

darrin.gage@linncounty.org

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 2/7/2023 6:19:22 AM

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Electronic Record and Signature Disclosure:

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Louis J. Zumbach

louis.zumbach@linncountyiowa.gov

Security Level: Email, Account Authentication
(None)**COPIED**

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Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/7/2023 6:15:40 AM
Certified Delivered	Security Checked	2/7/2023 6:19:11 AM
Signing Complete	Security Checked	2/7/2023 6:19:20 AM
Completed	Security Checked	2/7/2023 6:19:25 AM
Payment Events	Status	Timestamps

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

☒ Yes ☐ No

Governmental Entity: Linn County	State: IA
Authorized Signatory: Louis Zumbach	
Address 1: Jean Oxley Public Service Center	
Address 2: 935 2nd St SW	
City, State, Zip: Cedar Rapids, Iowa 52404	
Phone: 319-892-5000	
Email: louis.zumbach@linncountyiowa.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: Louis Zumbach

Title: Board of Supervisors, Chair

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

☒ Yes ☐ No

Governmental Entity: Linn County	State: IA
Authorized Signatory: Louis Zumbach	
Address 1: Jean Oxley Public Service Center	
Address 2: 935 2nd St SW	
City, State, Zip: Cedar Rapids, Iowa 52404	
Phone: 319-892-5000	
Email: louis.zumbach@linncountyiowa.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: Louis Zumbach

Title: Board of Supervisors, Chair

Date: _____



Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Linn County	State: IA
Authorized Signatory: Louis Zumbach	
Address 1: Jean Oxley Public Service Center	
Address 2: 935 2nd St SW	
City, State, Zip: Cedar Rapids, Iowa 52404	
Phone: 319-892-5000	
Email: louis.zumbach@linncountyiowa.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: Louis Zumbach

Title: Board of Supervisors, Chair

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

☒ Yes ☐ No

Governmental Entity: Linn County	State: IA
Authorized Signatory: Louis Zumbach	
Address 1: Jean Oxley Public Service Center	
Address 2: 935 2nd St SW	
City, State, Zip: Cedar Rapids, Iowa 52404	
Phone: 319-892-5000	
Email: louis.zumbach@linncountyiowa.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: Louis Zumbach

Title: Board of Supervisors, Chair

Date: _____



EXHIBIT K**Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

☒ Yes ☐ No

Governmental Entity: Linn County	State: IA
Authorized Official: Louis Zumbach	
Address 1: Jean Oxley Public Service Center	
Address 2: 935 2nd St SW	
City, State, Zip: Cedar Rapids, Iowa 52404	
Phone: 319-892-5000	
Email: louis.zumbach@linncountyiowa.gov	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: Louis Zumbach

Title: Board of Supervisors, Chair

Date: _____



Linn County Secondary Road Department
2023 Dust Control Rock Contract Bidding
Results 2023

Crawford Quarry Co, Inc. PO Box 1027 Cedar Rapids, IA 52406 (319) 389-4632 sales@crawfordquarry.com	Martin Marietta Aggregates 1636 Marietta Rd Ely, IA 52227 (319) 848-9040 greg.hulbert@martinmarietta.com	Moyna Materials 24412 Hwy 13 Elkader, IA 52043 (563) 245-1442 kmerfeld@cimoyrna.com	Weber Stone Co 12791 Stone City Road Anamosa, IA 52205 (319) 462-3581 mike@weberstone.com	Wendling Quarries, Inc. 605 N Mentzer Rd Robins, IA 52328 (319) 560-2205 doug@wendlingquarries.com
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District	Shop	Rock Type	Approx. Tons	Matl Price per Ton	Haul Price per Ton	Total	Matl Price per Ton	Haul Price per Ton	Total	Matl Price per Ton	Haul Price per Ton	Total	Matl Price per Ton	Haul Price per Ton	Total	Matl Price per Ton	Haul Price per Ton	Total
1	Morgan Creek Shop	3/8" Chips	1000	\$ 15.00	\$ 2.25	\$ 17,250.00			\$ -			\$ -			\$ -	\$ 15.40	\$ 3.45	\$ 18,850.00
1	Toddville Shop	3/8" Chips	1000			\$ -			\$ -			\$ -	\$ 17.00	\$ 9.00	\$ 26,000.00	\$ 15.40	\$ 5.75	\$ 21,150.00
						\$ 17,250.00			\$ -			\$ -			\$ 26,000.00			\$ 40,000.00
2	Mount Vernon Shop	3/8" Chips	1000			\$ -	\$ 17.10	\$ 4.25	\$ 21,350.00			\$ -	\$ 17.00	\$ 9.00	\$ 26,000.00	\$ 15.40	\$ 5.35	\$ 20,750.00
2	Walford Shop	3/8" Chips	0			\$ -			\$ -			\$ -			\$ -	\$ 15.40	\$ 3.45	\$ -
						\$ -			\$ 21,350.00			\$ -			\$ 26,000.00			\$ 20,750.00
3	Drexler Shop	3/8" Chips	0			\$ -			\$ -			\$ -			\$ -	\$ 15.40	\$ 5.75	\$ -
3	Whittier Shop	3/8" Chips	500			\$ -			\$ -			\$ -	\$ 17.00	\$ 6.00	\$ 11,500.00	\$ 15.40	\$ 2.85	\$ 9,125.00
						\$ -			\$ -			\$ -			\$ 11,500.00			\$ 9,125.00
4	Alice Shop	3/8" Chips	600			\$ -			\$ -			\$ -	\$ 17.00	\$ 9.00	\$ 15,600.00	\$ 15.40	\$ 6.80	\$ 13,320.00
						\$ -			\$ -			\$ -			\$ 15,600.00			\$ 13,320.00
	Main Shop	3/8" Chips	1500			\$ -			\$ -			\$ -	\$ 17.00	\$ 7.00	\$ 36,000.00	\$ 15.40	\$ 3.90	\$ 28,950.00
						\$ -			\$ -			\$ -			\$ 36,000.00			\$ 28,950.00
	TOTAL		5,600			\$ 17,250.00			\$ 21,350.00			\$ -			\$ 115,100.00			\$ 112,145.00

TOTAL AWARD	\$ 110,545.00	\$ 17,250.00	\$ -	\$ -	\$ -	\$ 93,295.00
TOTAL TONS	5600	1000				4600

Linn County Secondary Road Department
2023 Maintenance Rock Contract Bidding
Results 2023

				Crawford Quarry Co, Inc. PO Box 1027 Cedar Rapids, IA 52406 (3198) 389-4632 sales@crawfordquarry.com			Martin Marietta Aggregates 1636 Marietta Rd Ely, IA 52227 (319) 848-9040 greg.hulbert@martinmarietta.com			Moyna Materials 24412 Hwy 13 Elkader, IA 52043 (563) 245-1442 kmerfeld@cjmoyna.com			Weber Stone Co 12791 Stone City Road Anamosa, IA 52205 (319) 462-3581 mike@weberstone.com			Wendling Quarries, Inc. 605 N Mentzer Rd Robins, IA 52328 (319) 560-2205 doug@wendlingquarries.com		
District	Shop	Rock Type	Approx. Tons	Matl Price per Ton	Haul Price per Ton	Total	Matl Price per Ton	Haul Price per Ton	Total	Matl Price per Ton	Haul Price per Ton	Total	Matl Price per Ton	Haul Price per Ton	Total	Matl Price per Ton	Haul Price per Ton	Total
1	Morgan Creek Shop	Choke	8000	\$ 12.00	\$ 2.00	\$ 112,000.00			\$ -	\$ 9.95	\$ 5.65	\$ 124,800.00			\$ -	\$ 11.75	\$ 3.60	\$ 122,800.00
1	Morgan Creek Shop	Modified Subbase	8000	\$ 12.00	\$ 2.00	\$ 112,000.00			\$ -	\$ 9.95	\$ 5.65	\$ 124,800.00			\$ -	\$ 12.25	\$ 3.60	\$ 126,800.00
1	Morgan Creek Shop	Mac	250	\$ 12.00	\$ 2.00	\$ 3,500.00			\$ -	\$ 11.95	\$ 5.65	\$ 4,400.00			\$ -	\$ 14.00	\$ 3.60	\$ 4,400.00
						\$ 227,500.00			\$ -			\$ 254,000.00			\$ -			\$ 254,000.00
1	Toddville Shop	Choke	10000			\$ -			\$ -			\$ -	\$ 12.00	\$ 7.70	\$ 197,000.00	\$ 11.75	\$ 2.80	\$ 145,500.00
1	Toddville Shop	Modified Subbase	10000			\$ -			\$ -			\$ -	\$ 12.00	\$ 7.00	\$ 190,000.00	\$ 12.25	\$ 2.80	\$ 150,500.00
1	Toddville Shop	Mac	250			\$ -			\$ -			\$ -	\$ 14.00	\$ 7.00	\$ 5,250.00	\$ 14.00	\$ 2.80	\$ 4,200.00
						\$ -			\$ -			\$ -			\$ 392,250.00			\$ 300,200.00
2	Mount Vernon Shop	Choke	10000			\$ -	\$ 9.10	\$ 4.25	\$ 133,500.00	\$ 7.95	\$ 3.60	\$ 115,500.00	\$ 12.00	\$ 7.00	\$ 190,000.00	\$ 11.75	\$ 3.50	\$ 152,500.00
2	Mount Vernon Shop	Modified Subbase	10000			\$ -	\$ 9.10	\$ 4.25	\$ 133,500.00	\$ 7.95	\$ 3.60	\$ 115,500.00	\$ 12.00	\$ 7.00	\$ 190,000.00	\$ 12.25	\$ 3.50	\$ 157,500.00
2	Mount Vernon Shop	Mac	250			\$ -	\$ 14.05	\$ 4.25	\$ 4,575.00	\$ 11.95	\$ 3.60	\$ 3,887.50	\$ 14.00	\$ 7.00	\$ 5,250.00	\$ 14.00	\$ 3.50	\$ 4,375.00
						\$ -			\$ 271,575.00			\$ 234,887.50			\$ 385,250.00			\$ 314,375.00
2	Walford Shop	Choke	3000			\$ -			\$ -	\$ 7.95	\$ 4.50	\$ 37,350.00			\$ -	\$ 11.75	\$ 3.45	\$ 45,600.00
2	Walford Shop	Modified Subbase	3000			\$ -			\$ -	\$ 7.95	\$ 4.50	\$ 37,350.00			\$ -	\$ 12.25	\$ 3.45	\$ 47,100.00
2	Walford Shop	Mac	250			\$ -			\$ -	\$ 11.95	\$ 4.50	\$ 4,112.50			\$ -	\$ 14.00	\$ 3.45	\$ 4,362.50
						\$ -			\$ -			\$ 78,812.50			\$ -			\$ 97,062.50
3	Drexler Shop	Choke	10000			\$ -			\$ -			\$ -	\$ 9.00	\$ 3.00	\$ 120,000.00	\$ 11.75	\$ 2.10	\$ 138,500.00
3	Drexler Shop	Modified Subbase	10000			\$ -			\$ -			\$ -	\$ 9.00	\$ 3.00	\$ 120,000.00	\$ 12.25	\$ 2.10	\$ 143,500.00
3	Drexler Shop	Mac	250			\$ -			\$ -			\$ -	\$ 9.00	\$ 3.00	\$ 3,000.00	\$ 14.00	\$ 2.10	\$ 4,025.00
						\$ -			\$ -			\$ -			\$ 243,000.00			\$ 286,025.00
3	Whittier Shop	Choke	8000			\$ -			\$ -			\$ -	\$ 9.00	\$ 3.00	\$ 96,000.00	\$ 11.75	\$ 3.15	\$ 119,200.00
3	Whittier Shop	Modified Subbase	8000			\$ -			\$ -			\$ -	\$ 9.00	\$ 3.00	\$ 96,000.00	\$ 12.25	\$ 3.15	\$ 123,200.00
3	Whittier Shop	Mac	250			\$ -			\$ -			\$ -	\$ 9.00	\$ 3.00	\$ 3,000.00	\$ 14.00	\$ 3.15	\$ 4,287.50
						\$ -			\$ -			\$ -			\$ 195,000.00			\$ 246,687.50
4	Alice Shop	Choke	16000			\$ -			\$ -			\$ -	\$ 12.00	\$ 7.00	\$ 304,000.00	\$ 11.75	\$ 3.15	\$ 238,400.00
4	Alice Shop	Modified Subbase	16000			\$ -			\$ -			\$ -	\$ 12.00	\$ 7.00	\$ 304,000.00	\$ 12.25	\$ 3.15	\$ 246,400.00
4	Alice Shop	Mac	250			\$ -			\$ -			\$ -	\$ 14.00	\$ 7.00	\$ 5,250.00	\$ 14.00	\$ 3.15	\$ 4,287.50
						\$ -			\$ -			\$ -			\$ 613,250.00			\$ 489,087.50
	Main Shop	Choke	6000			\$ -			\$ -	\$ 9.95	\$ 5.50	\$ 92,700.00	\$ 12.00	\$ 6.00	\$ 108,000.00	\$ 11.75	\$ 3.45	\$ 91,200.00
	Main Shop	Modified Subbase	6000			\$ -			\$ -	\$ 9.95	\$ 5.50	\$ 92,700.00	\$ 12.00	\$ 6.00	\$ 108,000.00	\$ 12.25	\$ 3.45	\$ 94,200.00
	Main Shop	Mac	250			\$ -			\$ -	\$ 11.95	\$ 5.50	\$ 4,362.50	\$ 14.00	\$ 6.00	\$ 5,000.00	\$ 14.00	\$ 3.45	\$ 4,362.50
						\$ -			\$ -			\$ 189,762.50			\$ 221,000.00			\$ 189,762.50
TOTAL			73,000			\$ 227,500.00			\$ 271,575.00			\$ 757,462.50			\$ 2,049,750.00			\$ 2,177,200.00

TOTAL AWARD	\$ 969,800.00	\$ 99,000.00	\$ -	\$ 160,850.00	\$ 222,000.00	\$ 487,950.00
TOTAL TONS	73000	8250		13500	18500	32750

Main Shop awarded to Wendling due to vicinity for when county trucks haul.

Linn County Secondary Road Department
2023 Project Rock Contract Bidding
Results 2023

Crawford Quarry Co, Inc.					Martin Marietta Aggregates					Moyna Materials					Weber Stone Co					Wendling Quarries, Inc.													
PO Box 1027 Cedar Rapids, IA 52406 (319) 389-4632 sales@crawfordquarry.com					24412 Hwy 13 Elkader, IA 52227 (319) 848-9040 greg.hulbert@martinmarietta.com					24412 Hwy 13 Elkader, IA 52043 (563) 245-1442 kmerfeld@cjmoyna.com					12791 Stone City Road Anamosa, IA 52205 (319) 462-3581 mike@weberstone.com					605 N Mentzer Rd Robins, IA 52328 (319) 560-2205 dougm@wendlingquarries.com													
Dist	Road Name	From	To	Tons	Class A Tons			Modified Subbase			Class A Tons			Modified Subbase			Class A Tons			Modified Subbase			Class A Tons			Modified Subbase							
					Matl Price per Ton	Haul Price per Ton	Total	Matl Price per Ton	Haul Price per Ton	Total	Matl Price per Ton	Haul Price per Ton	Total	Matl Price per Ton	Haul Price per Ton	Total	Matl Price per Ton	Haul Price per Ton	Total	Matl Price per Ton	Haul Price per Ton	Total	Matl Price per Ton	Haul Price per Ton	Total	Matl Price per Ton	Haul Price per Ton	Total	Quarry				
1	Hollenbeck Rd	Yates Rd	Fletcher Rd	2010	\$ 12.00	\$ 3.50	\$ 31,155.00	\$ 12.00	\$ 3.50	\$ 31,155.00	\$ -	\$ -	\$ -	\$ 8.95	\$ 5.65	\$ 29,346.00	\$ 8.95	\$ 5.65	\$ 29,346.00	\$ -	\$ -	\$ -	\$ 11.75	\$ 3.65	\$ 30,954.00	\$ 12.25	\$ 3.65	\$ 31,959.00	CR South				
1	Fletcher Rd	Hollenbeck Rd	Young Rd	500	\$ 12.00	\$ 3.50	\$ 7,750.00	\$ 12.00	\$ 3.50	\$ 7,750.00	\$ -	\$ -	\$ -	\$ 8.95	\$ 5.65	\$ 7,300.00	\$ 8.95	\$ 5.65	\$ 7,300.00	\$ -	\$ -	\$ -	\$ 11.75	\$ 3.65	\$ 7,700.00	\$ 12.25	\$ 3.65	\$ 7,950.00	CR South				
1	Young Rd	Fletcher Rd	Ellis Rd	4050	\$ 12.00	\$ 3.50	\$ 62,775.00	\$ 12.00	\$ 3.50	\$ 62,775.00	\$ -	\$ -	\$ -	\$ 8.95	\$ 5.65	\$ 59,130.00	\$ 8.95	\$ 5.65	\$ 59,130.00	\$ -	\$ -	\$ -	\$ 11.75	\$ 3.65	\$ 62,370.00	\$ 12.25	\$ 3.65	\$ 64,395.00	CR South				
1	Sisley Grove Rd	Lone Tree Rd	Ellis Rd	3230	\$ 12.00	\$ 3.50	\$ 50,065.00	\$ 12.00	\$ 3.50	\$ 50,065.00	\$ -	\$ -	\$ -	\$ 8.95	\$ 5.65	\$ 47,158.00	\$ 8.95	\$ 5.65	\$ 47,158.00	\$ -	\$ -	\$ -	\$ 11.75	\$ 3.65	\$ 49,742.00	\$ 12.25	\$ 3.65	\$ 51,357.00	CR South				
1	Linn-Benton Rd	Fletcher Rd	Ellis Rd	4050	\$ 12.00	\$ 3.50	\$ 62,775.00	\$ 12.00	\$ 3.50	\$ 62,775.00	\$ -	\$ -	\$ -	\$ 8.95	\$ 5.65	\$ 59,130.00	\$ 8.95	\$ 5.65	\$ 59,130.00	\$ -	\$ -	\$ -	\$ 11.75	\$ 3.65	\$ 62,370.00	\$ 12.25	\$ 3.65	\$ 64,395.00	CR South				
1	Southview Rd	Linn-Benton Rd	Fairfax City limits	2970	\$ 12.00	\$ 3.50	\$ 46,035.00	\$ 12.00	\$ 3.50	\$ 46,035.00	\$ -	\$ -	\$ -	\$ 8.95	\$ 5.05	\$ 41,580.00	\$ 8.95	\$ 5.05	\$ 41,580.00	\$ -	\$ -	\$ -	\$ 11.75	\$ 3.65	\$ 45,728.00	\$ 12.25	\$ 3.65	\$ 47,723.00	4 County				
					\$ -	\$ -	\$ 260,555.00	\$ -	\$ -	\$ 260,555.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 243,644.00	\$ -	\$ -	\$ 243,644.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 258,874.00	\$ 12.25	\$ 3.65	\$ 267,279.00					
1	Otter Rd	Midway Rd	Huff Ln	820	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12.00	\$ 7.00	\$ 15,580.00	\$ 12.00	\$ 7.00	\$ 15,580.00	\$ 11.75	\$ 3.15	\$ 12,718.00	Robins				
1	Standlee Rd	Hagerman Rd	Greens Grove Rd	810	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12.00	\$ 7.00	\$ 15,390.00	\$ 12.00	\$ 7.00	\$ 15,390.00	\$ 11.75	\$ 3.65	\$ 12,474.00	Robins				
1	Hagerman Rd	Otter Rd	Feather Ridge Rd	2330	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12.00	\$ 7.00	\$ 44,270.00	\$ 12.00	\$ 7.00	\$ 44,270.00	\$ 11.75	\$ 3.65	\$ 35,882.00	Robins				
1	Hollenbeck Rd	Bear Creek Rd	Power Plant Rd	1290	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7.00	\$ 4.00	\$ 18,960.00	\$ 12.00	\$ 3.00	\$ 18,960.00	\$ 11.75	\$ 3.65	\$ 19,866.00	Sweeting			
1	Linn-Benton Rd	Bear Creek Rd.	Shellsburg Rd	2840	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11.75	\$ 3.65	\$ 43,736.00	\$ 12.25	\$ 3.65	\$ 45,156.00	Sweeting		
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
2	Light Rd	Highway 1	Green Ridge Rd	3030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9.10	\$ 4.25	\$ 40,450.50	\$ 9.10	\$ 4.25	\$ 40,450.50	\$ 8.95	\$ 5.50	\$ 43,783.50	\$ 8.95	\$ 5.50	\$ 39,390.00	\$ 9.00	\$ 4.00	\$ 39,390.00	\$ 11.75	\$ 3.15	\$ 45,147.00	\$ 12.25	\$ 3.15	\$ 46,662.00	Tricon	
2	Linn Ridge Rd	Highway 1	Springville Rd	1580	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9.10	\$ 4.25	\$ 21,093.00	\$ 9.10	\$ 4.25	\$ 21,093.00	\$ 8.95	\$ 6.25	\$ 24,016.00	\$ 8.95	\$ 6.25	\$ 24,016.00	\$ 9.00	\$ 3.00	\$ 18,960.00	\$ 11.75	\$ 3.65	\$ 24,332.00	\$ 12.25	\$ 3.65	\$ 25,122.00	Bowser	
2	Hoosier Rd	E Main St.	Linn Ridge Rd	2030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9.10	\$ 4.25	\$ 27,100.50	\$ 9.10	\$ 4.25	\$ 27,100.50	\$ 8.95	\$ 5.60	\$ 29,536.50	\$ 8.95	\$ 5.60	\$ 29,536.50	\$ 9.00	\$ 3.00	\$ 24,360.00	\$ 11.75	\$ 3.15	\$ 30,247.00	\$ 12.25	\$ 3.15	\$ 31,262.00	Tricon	
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 88,644.00	\$ -	\$ -	\$ 88,644.00	\$ -	\$ -	\$ 97,336.00	\$ -	\$ -	\$ 97,336.00	\$ -	\$ -	\$ 82,710.00	\$ -	\$ -	\$ 82,710.00	\$ 99,726.00	\$ -	\$ 103,046.00		
2	Ballard Rd	Mt. Vernon Rd	Linn Ridge Rd	1690	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9.10	\$ 4.25	\$ 22,561.50	\$ 9.10	\$ 4.25	\$ 22,730.50	\$ 8.95	\$ 4.50	\$ 22,730.50	\$ 8.95	\$ 4.50	\$ 21,970.00	\$ 9.00	\$ 4.00	\$ 21,970.00	\$ 11.75	\$ 4.20	\$ 26,955.50	\$ 12.25	\$ 4.20	\$ 27,800.50	Bowser	
2	E. Bertram Rd	Skillman Rd	Irish Ln	2250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9.10	\$ 4.25	\$ 30,037.50	\$ 9.10	\$ 4.25	\$ 30,037.50	\$ 8.95	\$ 3.95	\$ 29,025.00	\$ 8.95	\$ 3.95	\$ 29,250.00	\$ 9.00	\$ 4.00	\$ 29,250.00	\$ 11.75	\$ 4.20	\$ 35,887.50	\$ 12.25	\$ 4.20	\$ 37,012.50	Bowser	
2	O'Connor Rd	Mt. Vernon Rd	Arrowhead Rd	410	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9.10	\$ 4.25	\$ 5,473.50	\$ 9.10	\$ 4.25	\$ 5,514.50	\$ 8.95	\$ 4.50	\$ 5,514.50	\$ 8.95	\$ 4.50	\$ 5,330.00	\$ 9.00	\$ 4.00	\$ 5,330.00	\$ 11.75	\$ 4.20	\$ 6,539.50	\$ 12.25	\$ 4.20	\$ 6,744.50	Bowser	
2	Cottage Grove Pkwy	Highway 13	Bloomington Rd	1290	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9.10	\$ 4.25	\$ 17,221.50	\$ 9.10	\$ 4.25	\$ 17,221.50	\$ 8.95	\$ 3.95	\$ 16,641.00	\$ 8.95	\$ 3.95	\$ 16,641.00	\$ 9.00	\$ 4.00	\$ 16,770.00	\$ 11.75	\$ 4.20	\$ 20,575.50	\$ 12.25	\$ 4.20	\$ 21,220.50	Bowser	
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,294.00	\$ -	\$ -	\$ 75,294.00	\$ -	\$ -	\$ 73,911.00	\$ -	\$ -	\$ 73,911.00	\$ -	\$ -	\$ 73,320.00	\$ -	\$ -	\$ 73,320.00	\$ 89,958.00	\$ -	\$ 92,778.00		
2	Palisades Access Rd	Banner Valley Rd	Ivanhoe Rd	1330	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9.10	\$ 4.25	\$ 17,755.50	\$ 9.10	\$ 4.25	\$ 17,755.50	\$ 8.95	\$ 4.50	\$ 17,888.50	\$ 8.95	\$ 4.50	\$ 17,888.50	\$ -	\$ -	\$ -	\$ 11.75	\$ 4.20	\$ 21,213.50	\$ 12.25	\$ 4.20	\$ 21,878.50	CR South	
2	Dolezal Rd	Palisades Access Rd	Hardshell Rd	1030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9.10	\$ 4.25	\$ 13,750.50	\$ 9.10	\$ 4.25	\$ 13,750.50	\$ 8.95	\$ 4.50	\$ 13,853.50	\$ 8.95	\$ 4.50	\$ 13,853.50	\$ -	\$ -	\$ -	\$ 11.75	\$ 4.20	\$ 16,428.50	\$ 12.25	\$ 4.20	\$ 16,943.50	CR South	
2	Hoosier Creek Rd	C Street Rd	Spanish Rd	820	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9.10	\$ 4.25	\$ 10,947.00	\$ 9.10	\$ 4.25	\$ 10,947.00	\$ 8.95	\$ 3.95	\$ 10,578.00	\$ 8.95	\$ 3.95	\$ 10,578.00	\$ -	\$ -	\$ -	\$ 11.75	\$ 4.20	\$ 13,079.00	\$ 12.25	\$ 4.20	\$ 13,489.00	CR South	
2	Spanish Rd	Vista Rd	Wright Brothers Blvd	1670	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9.10	\$ 4.25	\$ 22,294.50	\$ 9.10	\$ 4.25	\$ 22,294.50	\$ 8.95	\$ 3.95	\$ 21,543.00	\$ 8.95	\$ 3.95	\$ 21,543.00	\$ -	\$ -	\$ -	\$ 11.75	\$ 3.65	\$ 25,718.00	\$ 12.25	\$ 3.65	\$ 26,553.00	CR South	
2	Prairie School Rd	Ely Rd	Ivanhoe Rd	2570	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9.10	\$ 4.25	\$ 34,300.50	\$ 9.10	\$ 4.25	\$ 34,300.50	\$ 8.95	\$ 3.95	\$ 33,153.00	\$ 8.95	\$ 3.95	\$ 33,153.00	\$ -	\$ -	\$ -	\$ 11.75	\$ 3.65	\$ 39,578.00	\$ 12.25	\$ 3.65	\$ 40,863.00	CR South	
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99,057.00	\$ -	\$ -	\$ 99,057.00	\$ -	\$ -	\$ 97,016.00	\$ -	\$ -	\$ 97,016.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116,017.00	\$ 12.25	\$ 3.65	\$ 119,727.00		
3	Caldwell Rd	Monticello Rd	Linn-Delaware Rd	780	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9.00	\$ 3.00	\$ 9,360.00	\$ 9.00	\$ 3.00	\$ 9,360.00	\$ 11.75	\$ 2.95	\$ 11,466.00	\$ 12.25	\$ 2.95	\$ 11,856.00	Betenbender	
3	Edgerly Rd	Duck Pond Rd	Hills Mill Rd	1610	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9.00	\$ 3.00	\$ 19,320.00	\$ 9.00	\$ 3.00	\$ 19,320.00	\$ 11.75	\$ 2.95	\$ 23,667.00	\$ 12.25	\$ 2.95	\$ 24,472.00	Plover	
3	Hills Mill Rd	Edgerly Rd	Monticello Rd	6030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9.00	\$ 3.00	\$ 72,360.00	\$ 9.00	\$ 3.00	\$ 72,360.00	\$ 11.75	\$ 2.95	\$ 88,641.00	\$ 12.25	\$ 2.95	\$ 91,656.00	Plover	
3	Nickeplate Rd	Monticello Rd	Linn-Delaware Rd	790	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9.00	\$ 3.00	\$ 9,480.00	\$ 9.00	\$ 3.00	\$ 9,480.00	\$ 11.75	\$ 2.95	\$ 11,613.00	\$ 12.25	\$ 2.95	\$ 12,008.00	Betenbender	
3	Prairieburg Rd	Monticello Rd	Linn-Delaware Rd	780	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9.00	\$ 3.00	\$ 9,360.00	\$ 9.00	\$ 3.00	\$ 9,360.00	\$ 11.75	\$ 2.95	\$ 11,466.00	\$ 12.25	\$ 2.95	\$ 11,856.00	Betenbender	
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 119,880.00	\$ -	\$ -	\$ 119,880.00	\$ -	\$ -	\$ 146,853.00	\$ 12.25	\$ 3.65	\$ 151,848.00	
3	Frozen Hill Rd	Anderson Rd	Prairie Hills Rd	2950	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9.00	\$ 3.00	\$ 35,400.00	\$ 9.00	\$ 3.00	\$ 35,400.00	\$ 11.75	\$ 4.00	\$ 46,462.50	\$ 12.25	\$ 4.00	\$ 47,937.50	Plover	
3	Hart Rd	Buffalo Ridge Rd	Finn Rd	990	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9.00	\$ 3.00	\$ 11,880.00	\$ 9.00	\$ 3.00	\$ 11,880.00	\$ 11.75	\$ 4.20	\$ 15,790.50	\$ 12.25	\$ 4.20	\$ 16,285.50	Plover	
3	Matsell Park Rd	Wappisgicon River bridge	Hart Rd.	2820	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9.00	\$ 3.00	\$ 33,840.00	\$ 9.00	\$ 3.00	\$ 33,840.00	\$ 11.75	\$ 4.20	\$ 44,979.00	\$ 12.25	\$ 4.20	\$ 46,389.00	Plover	
3	Stone Rd	Austin Rd	Burnett Station Rd	3230	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9.00	\$ 3.00	\$ 38,760.00	\$ 9.00	\$ 3.00	\$ 38,760.00	\$ 11.75	\$ 3.65	\$ 49,742.00	\$ 12.25	\$ 3.65	\$ 51,357.00	Plover	
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 119,880.00	\$ -	\$ -	\$ 119,880.00	\$ -	\$ -	\$ 156,974.00	\$ 12.25	\$ 3.65	\$ 161,969.00	
3	Hodgin Rd	Quaker Ln	Whittier Rd	6890	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9.00	\$ 3.00	\$ 82,680.00	\$ 9.00	\$ 3.00	\$ 82,680.00	\$ 11.75	\$ 2.50	\$ 98,182.50	\$ 12.25	\$ 2.50	\$ 101,627.50	Bowser	
3	Quaker Ln	Fairview Rd	Highway 151	2380	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9.00	\$ 3.00	\$											