

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

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

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

LinnCounty.org

**LINN COUNTY BOARD OF SUPERVISORS  
MEETING AGENDA**

Wednesday, October 20, 2021

11 a.m.

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

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

**Consent Agenda**

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

**Reports**

Receive and place on file the Recorder's Quarterly Report for July 1, 2021 through September 30, 2021

**Resolutions**

Resolution to approve a final plat for Holmans Road First Addition, case JF21-0014

Resolution to approve a Residential Parcel Split for McCormick Corner Subdivision, case JPS21-0017.

Resolution to establish speed limit of 25 mph on the following roads:

- 25 mph on Tarpy Drive from Beverly Road SW north to end in section 2-82-8.
- 25 mph on Julie Lane from Beverly Road SW north to end in section 2-82-8.
- 25 mph on West Post Road SW from Beverly Road SW north to end in section 2-82-8

Resolution to establish speed limit of 25 mph in Waubeek on the following roads:

- 25 mph on North Way from Waubeek Road north to end in section 18-85-5
- 25 mph on Grow Street from Waubeek Road north to end in section 18-85-5
- 25 mph on Waubeek River Road from Waubeek Road north to end in section 18-85-5
- 25 mph on Prairie Lane from North Way to Grow Street in section 18-85-5

**Contract and Agreements**

Award bids and authorize Chair to sign the contracts for Winter Sand for the following Secondary Road shop locations:

- Alice Shop to Wendling Quarries, Inc. in the amount of \$18,000.00
- Drexler Shop to Weber Stone Company in the amount of \$14,250.00
- Main Shop to Wendling Quarries, Inc. in the amount of \$22,875.00
- Morgan Creek Shop to Wendling Quarries, Inc. in the amount of \$7,625.00
- Mount Vernon Shop to Martin Marietta Aggregates in the amount of \$11,025.00
- Toddville Shop to Wendling Quarries, Inc. in the amount of \$12,225.00
- Walford Shop to Martin Marietta Aggregates in the amount of \$4,012.50
- Whittier Shop to Weber Stone Company in the amount of \$4,750.00

Approve and authorize Chair to sign an Agreement for Services with Terracon Consultants for \$2,300 to conduct a Phase 1 Environmental Site Assessment on 1017 12th Avenue SW, Cedar Rapids

## **Licenses & Permits**

## **Regular Agenda**

### **Discuss and Decide on Consent Agenda**

#### **Minutes**

Discuss and decide on meeting minutes.

#### **Claims**

Discuss and decide on claims.

Covid 19 update by Public Health

Discuss and decide applications received for scoring and selection for award of up to five (5) Legacy & Community Attraction grants.

Discuss and decide on the American Rescue Plan Act (ARPA) funding distribution process and guidelines

#### **Public Comment: Five Minute Limit per Speaker**

This is an opportunity for the public to address the board on any subject pertaining to board business.

### **Board Member Reports**

#### **Correspondence**

#### **Appointments**

#### **Closed Session**

The Board will enter into a closed session pursuant to Iowa Code Section 21.5(1)(h) to avoid disclosure of certain law enforcement matters

### **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@linncountyowa.gov](mailto:bd-supervisors@linncountyowa.gov).

**LINN COUNTY RECORDER'S OFFICE**

Joan McCalmant | Recorder  
Teresa Sackett | Deputy Recorder  
Carolyn Siebrecht | Deputy Recorder  
Chris Bys | Deputy Recorder

**JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER**

935 2ND ST. SW  
CEDAR RAPIDS, IA 52404  
PH: 319-892-5420 | FAX: 319-892-5459  
LinnCounty.org



October 15, 2021

**RECORDER'S QUARTERLY REPORT TO THE BOARD OF SUPERVISORS**

I, Joan McCalmant, Recorder/Registrar of Linn County, Iowa hereby certify the following fees collected by the Linn County Recorder's Office from July 1, 2021 through September 30, 2021:

| Fee Type                 | Amount       |
|--------------------------|--------------|
| Recording Fees           | \$337,191.35 |
| Vehicles/Vessels (RVVRS) | \$ 5,910.75  |
| Hunting/Fishing (ELSI)   | \$ 154.50    |
| Documentary Revenue Tax  | \$143,224.39 |
| UCC's                    | \$ 230.00    |
| Copies                   | \$ 858.00    |
| Auditor's Transfer Fees  | \$ 14,630.00 |
| Vital Statistics         | \$ 20,718.00 |
| Passports                | \$ 23,530.00 |
| Interest                 | \$ 255.07    |
| Boat Titles              | \$ 1,515.00  |
| Recorder's Automation    | \$ 14,568.00 |
| TOTAL                    | \$562,785.06 |

These fees were sent to the Linn County Treasurer's Office on October 15, 2021.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Joan A. McCalmant", written over a circular stamp or seal.

Joan A McCalmant

## **LINN COUNTY BOARD OF SUPERVISORS**

**RESOLUTION # \_\_\_\_\_**

### **APPROVING A FINAL PLAT**

**WHEREAS**, a final plat of Holmans Road First Addition (Case #JF21-0014) to Linn County, Iowa, containing three (3) lots, numbered Lot 1 and Lot 2 and lettered Lot A, has been filed for approval, a subdivision of real estate located in Section 35, Township 83 North, Range 6 West of the 5th P.M., Linn County, Iowa, described as follows:

Holmans Road First Addition to Linn County, Iowa, is Parcel A, Plat of Survey No. 2416 recorded in Book 10635, Page 523, Linn County Recorder's Office & lots 4 & 5, irregular survey of the SW ¼, Section 35-T83N-R6W of the 5<sup>th</sup> Principal Meridian, all in Linn County, Iowa.

**WHEREAS**, said plat is accompanied by a certificate acknowledging that said subdivision is by, and with the free consent of the proprietors, and is accompanied by a certificate dedicating certain property to the public, as shown on the plat; and

**WHEREAS**, said plat and its attachments thereto have been found to conform to the requirements of the comprehensive plan and the subdivision ordinance; and the requirements of other ordinances and state laws governing such plats; and

**WHEREAS**, the following conditions as listed on the Planning and Development Staff Report of July 21, 2021 as last amended on August 16, 2021 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. Lot 1 and Lot 2 are each allowed one access and a second with justification.
2. Dedication of road rights-of-way, County Standard Specifications, Section 5. Forty feet of right-of-way on Holmans Road adjacent to development shall be dedicated to the County for road purposes.
3. Road agreement with conditions similar to final plat cases. County Standard Specifications, Section 1.
4. Entrance permits and E-911 address signs to be applied for at 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. The presence of wet soils indicates a need for subsurface drainage. Existing drains need to be shown on site plan or an agreement addressing subsurface drainage is needed

#### **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 Bertram and as per the 28E Agreement between the City and the County, will require City approval or a waiver of the right to review.
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 **AUGUST 16, 2022** 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 3 complete copies 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. Twelve 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 October 20, 2022 to be valid.

**Passed and approved this 20<sup>th</sup> day of October, 2021**

Linn County Board of Supervisors

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Vice Chair

\_\_\_\_\_  
Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

\_\_\_\_\_  
Joel Miller, Linn County Auditor

Linn County Engineer

\_\_\_\_\_  
Brad Ketels, Engineer

Linn County Board of Supervisors  
October 20, 2021  
Resolution # \_\_\_\_\_  
JF21-0014  
Page 4 of 4

State of Iowa     )  
                              ) SS  
County of Linn    )

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

\_\_\_ Aye \_\_\_ Nay \_\_\_ Abstain \_\_\_ Absent

\_\_\_\_\_  
Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, \_\_\_\_\_,

on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public State of Iowa

**LINN COUNTY BOARD OF SUPERVISORS**

**RESOLUTION # \_\_\_\_\_**

**APPROVING RESIDENTIAL PARCEL SPLIT**

**WHEREAS**, a Residential Parcel Split of McCormick Corner Subdivision (Case # JPS21-0017) to Linn County, Iowa, containing two (2) lots, numbered lot 1 and lettered lot A has been filed for approval, a subdivision of real estate located in the SWSW 36-85-08 of Section 36, Township 85 North, Range 8 West of the 5th P.M., Linn County, Iowa, described as follows:

Commencing at the SW corner of Section 36, said point being also the Point Of Beginning; thence North 00°44'38" West, along the west line of the SW 1/4 of Section 36 and the centerline of Standlea Road, 175.00 feet; thence North 89°29'13" East, 530.00 feet; thence South 00°44'38" East, 175.00 feet to a point on the south line of the SW 1/4 of Section 36 in the centerline of Hagerman Road; thence, along said common line, South 89°29'13" West, 530.00 feet to the Point Of Beginning, containing 2.13 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 July 21, 2021 as last amended on August 16, 2021 have been addressed:

**LINN COUNTY SECONDARY ROAD DEPARTMENT**

1. Entrance permit required for new entrances and existing unpermitted entrances, County Standard Specifications, Section 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. Lot 1 is allowed one access and a second with justification.
2. Dedication of road rights-of-way, County Standard Specifications, Section 5. Forty feet of right-of-way on Hagerman Road and Standlea Road adjacent to development shall be dedicated to the County for road purposes.
3. Daylight corner shall be provided and conform to County Standard Specifications, Figure 15. The legs of the daylight corner triangle shall be thirty feet as defined by Figure 15.
4. Road agreement with conditions applicable to residential parcel split cases. County Standard Specifications, Section 1.

**IOWA DEPARTMENT OF TRANSPORTATION**

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

**LINN COUNTY PUBLIC HEALTH DEPARTMENT**

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



**Linn County Board of Supervisors**

**Resolution # \_\_\_\_\_**

JPS21-0017

October 20, 2021

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

**NATURAL RESOURCES CONSERVATION SERVICE**

No conditions to be met.

**LINN COUNTY CONSERVATION DEPARTMENT**

No conditions to be met.

**LINN COUNTY EMERGENCY MANAGEMENT**

No conditions to be met.

**LINN COUNTY PLANNING AND DEVELOPMENT – ZONING DIVISION**

1. All side and rear yard setbacks must be met for all structures involved in this proposal.
2. Various revisions to the site plan and final plat.
3. Prior to approval of the final plat, the owner must sign an "Acceptance of Conditions" form. The "Acceptance of Conditions" form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
4. 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. One original and 3 complete copies of the final plat bound documents that must include the following:
  - (i) Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
  - (ii) Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
  - (iii) Surveyor's certificate
  - (iv) Auditor's certificate
  - (v) Resolution of the Planning and Zoning Commission
  - (vi) Resolution of the Board of Supervisors
  - (vii) Resolution of approval or waiver of review by applicable municipalities
  - (viii) Treasurer's certificate
  - (ix) Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the Unified Development Code.
  - (x) Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
  - (xi) Twelve original signed plat drawings
  - (xii) A covenant for a secondary road assessment
7. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before **AUGUST 16, 2022** as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f), of the Unified Development Code.

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

**Linn County Board of Supervisors**

**Resolution #** \_\_\_\_\_

JPS21-0017

October 20, 2021

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**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 October 20, 2022 to be valid.

**Passed and approved this 20<sup>th</sup> day of October, 2021**

Linn County Board of Supervisors

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Vice Chair

\_\_\_\_\_  
Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

\_\_\_\_\_  
Joel Miller, Linn County Auditor

**Linn County Board of Supervisors**

**Resolution #** \_\_\_\_\_

JPS21-0017

October 20, 2021

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Linn County Engineer

\_\_\_\_\_  
Brad Ketels, Engineer

State of Iowa     )  
                              ) SS  
County of Linn    )

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

\_\_\_ Aye \_\_\_ Nay \_\_\_ Abstain \_\_\_ Absent

\_\_\_\_\_  
Joel Miller

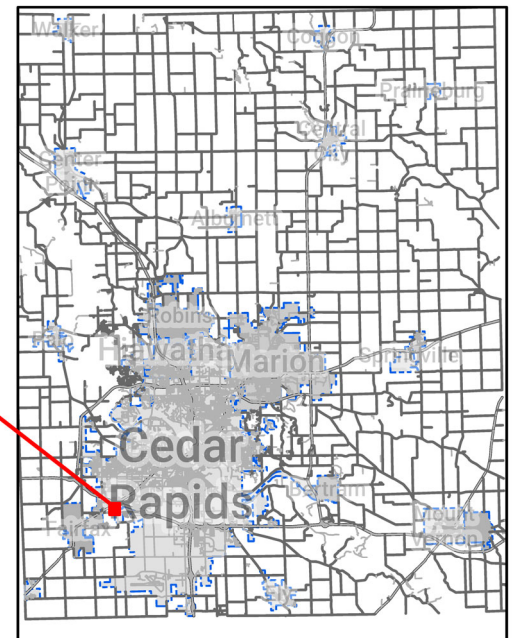
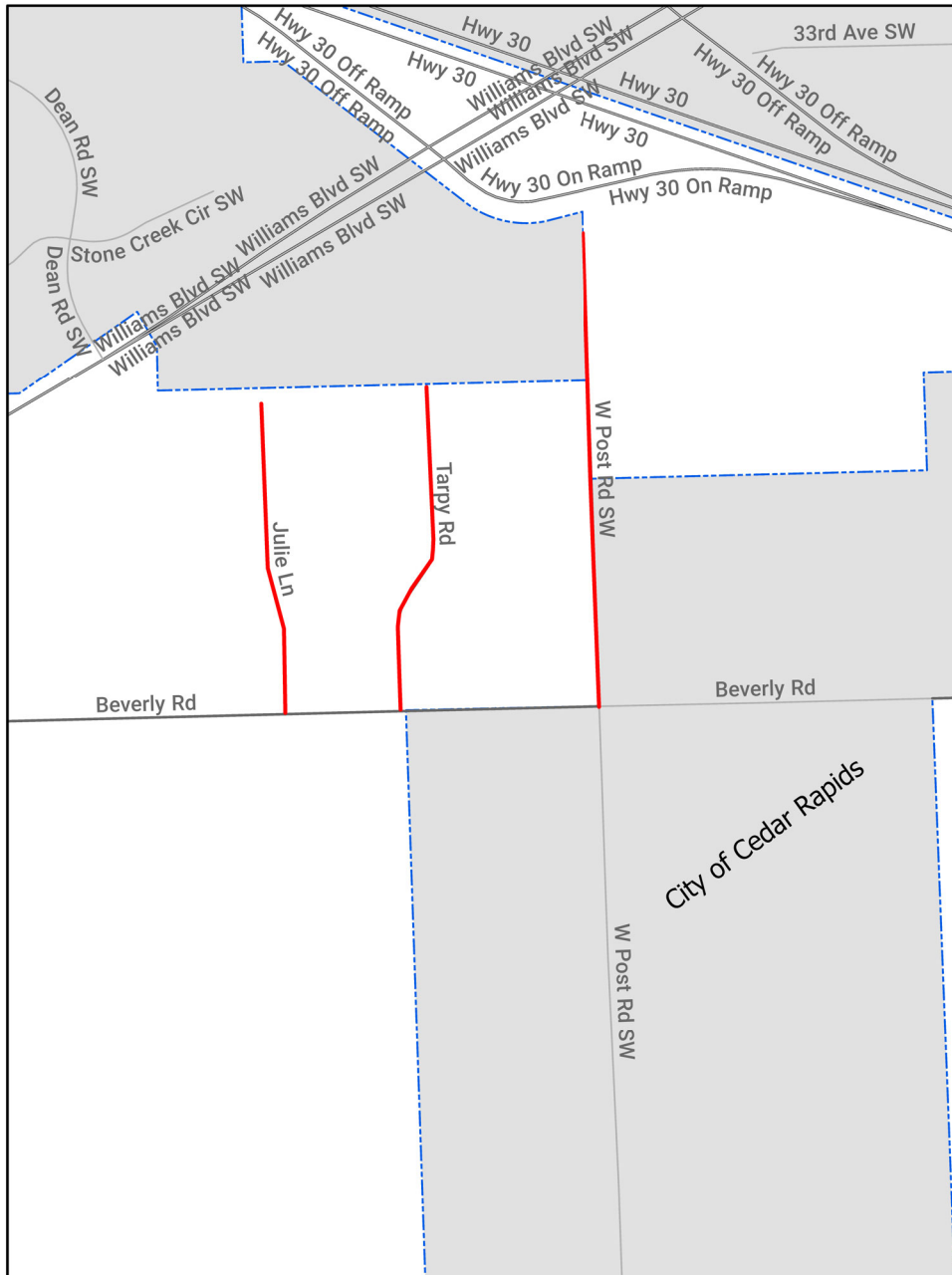
Subscribed and sworn to before me by the aforesaid Joel Miller, \_\_\_\_\_,

on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public State of Iowa

# Speed Limit Resolution

25 mph on Tarp Drive from Beverly Road SW north to end in section 2-82-8  
25 mph on Julie Lane from Beverly Road SW north to end in section 2-82-8  
25 mph on West Post Road SW from Beverly Road SW north to end in section 2-82-8



Prepared by & Return to: Linn County Secondary Road Department, 1888 County Home Road, Marion, IA 52302 (319) 892-6400

**RESOLUTION # \_\_\_\_\_**

**ESTABLISH SPEED LIMIT**

WHEREAS, the Board of Supervisors is empowered under authority of the Iowa Code Sections 321.255 and 321.285 of the Code of Iowa, to determine upon the basis of an engineering and traffic investigation, that the speed limit of any secondary road is greater than is reasonable and proper under the conditions existing, and may determine and declare a reasonable and proper speed limit, and

WHEREAS, such an investigation has been requested and has been completed by the Linn County Engineer.

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of Linn County that the speed limit be established and appropriate signs be erected at the location described as follows:

- 25 mph on Tarp Drive from Beverly Road SW north to end in section 2-82-8.
- 25 mph on Julie Lane from Beverly Road SW north to end in section 2-82-8.
- 25 mph on West Post Road SW from Beverly Road SW north to end in section 2-82-8

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 \_\_\_\_\_, 20\_\_\_\_ by a vote of \_\_\_\_ aye \_\_\_\_ nay  
and \_\_\_\_ abstain from voting.

BOARD OF SUPERVISORS  
LINN COUNTY, IOWA

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Vice Chairperson

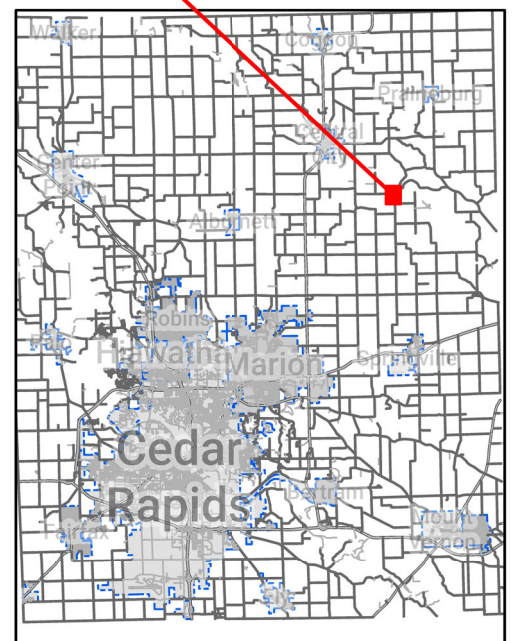
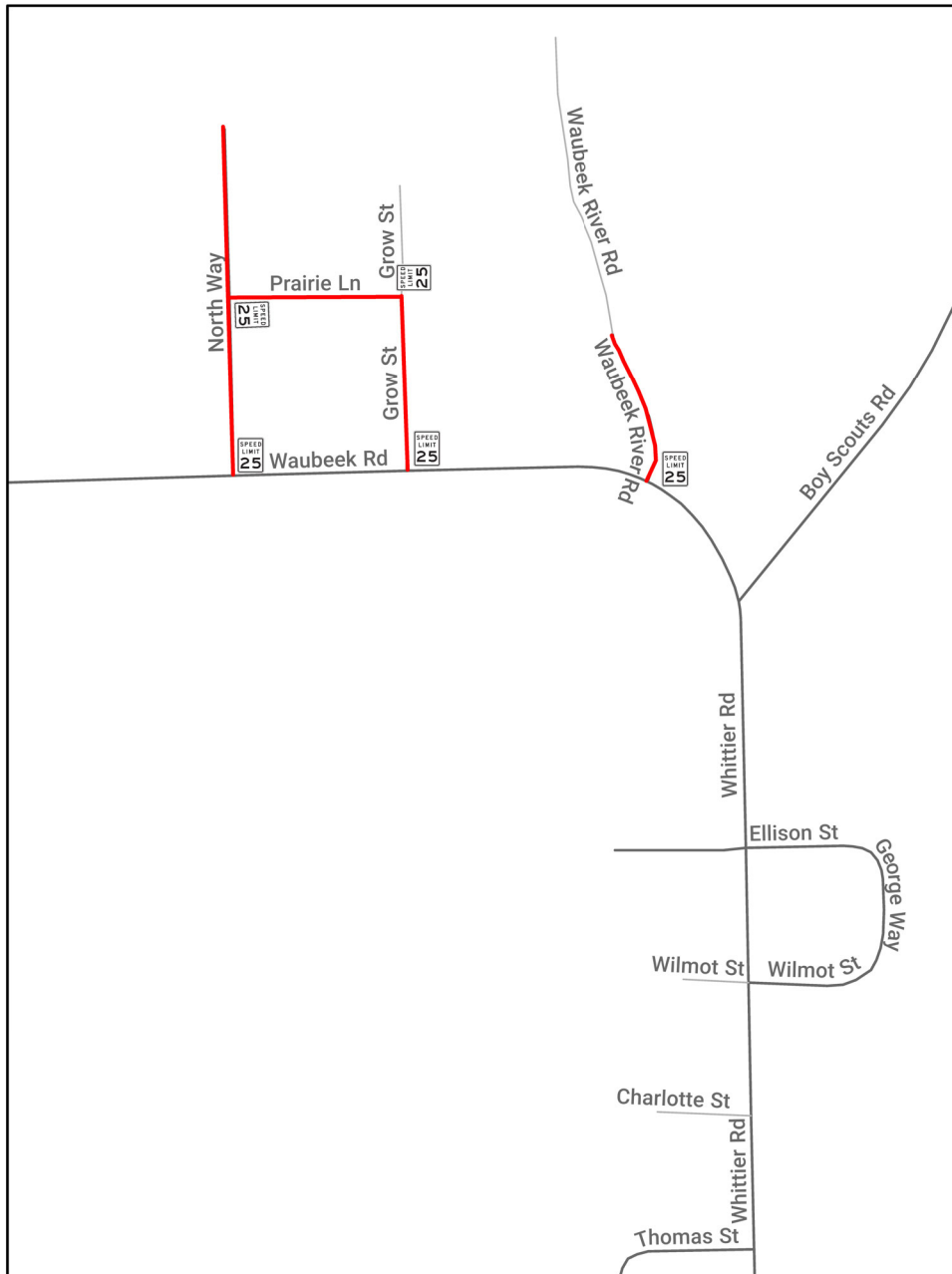
\_\_\_\_\_  
Supervisor

ATTEST:

\_\_\_\_\_  
Linn County Auditor

# Speed Limit Resolution

25 mph on North Way from Waubeek Road north to end in section 18-85-5  
25 mph on Grow Street from Waubeek Road north to end in section 18-85-5  
25 mph on Waubeek River Road from Waubeek Road north to end in section 18-85-5  
25 mph on Prairie Lane from North Way to Grow Street in section 18-85-5



Prepared by & Return to: Linn County Secondary Road Department, 1888 County Home Road, Marion, IA 52302 (319) 892-6400

**RESOLUTION # \_\_\_\_\_**

**ESTABLISH SPEED LIMIT**

WHEREAS, the Board of Supervisors is empowered under authority of the Iowa Code Sections 321.255 and 321.285 of the Code of Iowa, to determine upon the basis of an engineering and traffic investigation, that the speed limit of any secondary road is greater than is reasonable and proper under the conditions existing, and may determine and declare a reasonable and proper speed limit, and

WHEREAS, such an investigation has been requested and has been completed by the Linn County Engineer.

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of Linn County that the speed limit be established and appropriate signs be erected at the location described as follows:

- 25 mph on North Way from Waubeek Road north to end in section 18-85-5
- 25 mph on Grow Street from Waubeek Road north to end in section 18-85-5
- 25 mph on Waubeek River Road from Waubeek Road north to end in section 18-85-5
- 25 mph on Prairie Lane from North Way to Grow Street in section 18-85-5

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 \_\_\_\_\_, 20\_\_\_\_ by a vote of \_\_\_\_ aye \_\_\_\_ nay  
and \_\_\_\_ abstain from voting.

BOARD OF SUPERVISORS  
LINN COUNTY, IOWA

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Vice Chairperson

\_\_\_\_\_  
Supervisor

ATTEST:

\_\_\_\_\_  
Linn County Auditor

## Linn County 2021 Sand Results

|                                        |                              | Weber<br>Stone   |                       |                | Martin<br>Marietta |                       |                | Wendling<br>Quarries |                       |                |
|----------------------------------------|------------------------------|------------------|-----------------------|----------------|--------------------|-----------------------|----------------|----------------------|-----------------------|----------------|
| <b>Alice Shop - District #4</b>        |                              |                  |                       |                |                    |                       |                |                      |                       |                |
| ITEM                                   | APPROXIMATE<br>QUANTITY/TONS | PRICE PER<br>TON | HAUL PRICE<br>PER TON | TOTAL<br>PRICE | PRICE PER<br>TON   | HAUL PRICE<br>PER TON | TOTAL<br>PRICE | PRICE PER<br>TON     | HAUL PRICE<br>PER TON | TOTAL<br>PRICE |
| Concrete Sand                          | 1,000                        | \$ 15.00         | \$ 4.00               | \$ 19,000.00   | \$ -               | \$ -                  | \$ -           | \$ 12.75             | \$ 5.25               | \$ 18,000.00   |
| <b>Drexler Shop - District #3</b>      |                              |                  |                       |                |                    |                       |                |                      |                       |                |
| ITEM                                   | APPROXIMATE<br>QUANTITY/TONS | PRICE PER<br>TON | HAUL PRICE<br>PER TON | TOTAL<br>PRICE | PRICE PER<br>TON   | HAUL PRICE<br>PER TON | TOTAL<br>PRICE | PRICE PER<br>TON     | HAUL PRICE<br>PER TON | TOTAL<br>PRICE |
| Concrete Sand                          | 750                          | \$ 15.00         | \$ 4.00               | \$ 14,250.00   | \$ -               | \$ -                  | \$ -           | \$ 12.75             | \$ 7.35               | \$ 15,075.00   |
| <b>Main Shop</b>                       |                              |                  |                       |                |                    |                       |                |                      |                       |                |
| ITEM                                   | APPROXIMATE<br>QUANTITY/TONS | PRICE PER<br>TON | HAUL PRICE<br>PER TON | TOTAL<br>PRICE | PRICE PER<br>TON   | HAUL PRICE<br>PER TON | TOTAL<br>PRICE | PRICE PER<br>TON     | HAUL PRICE<br>PER TON | TOTAL<br>PRICE |
| Concrete Sand                          | 1,500                        | \$ 15.00         | \$ 4.00               | \$ 28,500.00   | \$ 11.10           | \$ 4.95               | \$ 24,075.00   | \$ 12.75             | \$ 2.50               | \$ 22,875.00   |
| <b>Morgan Creek Shop - District #1</b> |                              |                  |                       |                |                    |                       |                |                      |                       |                |
| ITEM                                   | APPROXIMATE<br>QUANTITY/TONS | PRICE PER<br>TON | HAUL PRICE<br>PER TON | TOTAL<br>PRICE | PRICE PER<br>TON   | HAUL PRICE<br>PER TON | TOTAL<br>PRICE | PRICE PER<br>TON     | HAUL PRICE<br>PER TON | TOTAL<br>PRICE |
| Concrete Sand                          | 500                          | \$ -             | \$ -                  | \$ -           | \$ 11.10           | \$ 4.95               | \$ 8,025.00    | \$ 12.75             | \$ 2.50               | \$ 7,625.00    |
| <b>Mount Vernon Shop - District #2</b> |                              |                  |                       |                |                    |                       |                |                      |                       |                |
| ITEM                                   | APPROXIMATE<br>QUANTITY/TONS | PRICE PER<br>TON | HAUL PRICE<br>PER TON | TOTAL<br>PRICE | PRICE PER<br>TON   | HAUL PRICE<br>PER TON | TOTAL<br>PRICE | PRICE PER<br>TON     | HAUL PRICE<br>PER TON | TOTAL<br>PRICE |
| Concrete Sand                          | 750                          | \$ 15.00         | \$ 4.00               | \$ 14,250.00   | \$ 11.10           | \$ 3.60               | \$ 11,025.00   | \$ 12.75             | \$ 2.60               | \$ 11,512.50   |
| <b>Toddville Shop - District #1</b>    |                              |                  |                       |                |                    |                       |                |                      |                       |                |
| ITEM                                   | APPROXIMATE<br>QUANTITY/TONS | PRICE PER<br>TON | HAUL PRICE<br>PER TON | TOTAL<br>PRICE | PRICE PER<br>TON   | HAUL PRICE<br>PER TON | TOTAL<br>PRICE | PRICE PER<br>TON     | HAUL PRICE<br>PER TON | TOTAL<br>PRICE |
| Concrete Sand                          | 750                          | \$ 15.00         | \$ 4.00               | \$ 14,250.00   | \$ -               | \$ -                  | \$ -           | \$ 12.75             | \$ 3.55               | \$ 12,225.00   |
| <b>Walford Shop - District #2</b>      |                              |                  |                       |                |                    |                       |                |                      |                       |                |
| ITEM                                   | APPROXIMATE<br>QUANTITY/TONS | PRICE PER<br>TON | HAUL PRICE<br>PER TON | TOTAL<br>PRICE | PRICE PER<br>TON   | HAUL PRICE<br>PER TON | TOTAL<br>PRICE | PRICE PER<br>TON     | HAUL PRICE<br>PER TON | TOTAL<br>PRICE |
| Concrete Sand                          | 250                          | \$ -             | \$ -                  | \$ -           | \$ 11.10           | \$ 4.95               | \$ 4,012.50    | \$ 12.75             | \$ 4.30               | \$ 4,262.50    |
| <b>Whittier Shop - District #3</b>     |                              |                  |                       |                |                    |                       |                |                      |                       |                |
| ITEM                                   | APPROXIMATE<br>QUANTITY/TONS | PRICE PER<br>TON | HAUL PRICE<br>PER TON | TOTAL<br>PRICE | PRICE PER<br>TON   | HAUL PRICE<br>PER TON | TOTAL<br>PRICE | PRICE PER<br>TON     | HAUL PRICE<br>PER TON | TOTAL<br>PRICE |
| Concrete Sand                          | 250                          | \$ 15.00         | \$ 4.00               | \$ 4,750.00    | \$ -               | \$ -                  | \$ -           | \$ 12.75             | \$ 7.35               | \$ 5,025.00    |



October 15, 2021



Linn County, Iowa  
935 2nd Street SW  
Cedar Rapids, Iowa 52404-2164

Attn: Mr. Darrin Gage  
P: (319) 892-5105  
E: [darrin.gage@linncounty.org](mailto:darrin.gage@linncounty.org)

**RE: Proposal for a Phase I Environmental Site Assessment**  
1017 12th Avenue SW  
Cedar Rapids, Iowa  
Terracon Proposal No. P06217156

Dear Mr. Gage:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to Linn County, Iowa (client) to conduct a Phase I Environmental Site Assessment (ESA) of the above-referenced site. We understand the site is a tract of land located at 1017 12<sup>th</sup> Avenue SW in Cedar Rapids, Linn County, Iowa. Based on the City of Cedar Rapids and Linn County assessors' records, information regarding the site including size and improvement details are not available. A review of aerial photographs indicates the site is developed with an apparent two-story commercial structure and a paved parking area. Terracon understands that the client is planning to purchase the site and the future use of the site is unknown.

|                                                                       |                                                                                                                                                                                                                                                  |
|-----------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Scope of Services<br>(see Section 2.0 of attached<br>proposal detail) | Phase I ESA consistent with ASTM E1527-13 <ul style="list-style-type: none"><li>Chain of Title/Environmental Lien Search is not included in this fee.</li><li>Additional non-scope items:<br/>Visual Observations for Suspect Asbestos</li></ul> |
| Schedule<br>(see Section 2.4 of attached<br>proposal detail)          | 15 business days from written notice to proceed                                                                                                                                                                                                  |
| Compensation                                                          | Lump sum of \$2,300                                                                                                                                                                                                                              |

Terracon Consultants, Inc. 2640 12th St SW Cedar Rapids, IA 52404-3440  
P 319-366-8321 F 319-366-0032 [terracon.com](http://terracon.com)



Environmental Facilities Geotechnical Materials

**Proposal for Phase I Environmental Site Assessment**

1017 12<sup>th</sup> Avenue SW ■ Cedar Rapids, Iowa

October 15, 2021 ■ Terracon Proposal No. P06217156



If this proposal meets with your approval, work may be initiated by returning a fully executed copy of the attached Agreement for Services and User Questionnaire attached to this proposal to our Cedar Rapids office. **Please provide site contact information with the signed agreement.** The terms, conditions, and limitations stated in the Agreement for Services and sections of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please give me a call.

Sincerely,

**Terracon Consultants, Inc.**

Taryn L. Rowley  
Field Scientist

Daniel M. Green, CGP  
Environmental Project Manager

Attachments: ASTM E1527-13 User Questionnaire  
Detailed Scope of Services  
Agreement for Services

# Client/User Required Questionnaire



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                  |                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <b>Person Completing Questionnaire</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Name:<br>Company:                                                                                                                                                                                                                                                | Phone:<br>Email: |
| <b>Site Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 1017 12th Avenue SW                                                                                                                                                                                                                                              |                  |
| <b>Site Address</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 1017 12th Avenue SW, Cedar Rapids, Iowa                                                                                                                                                                                                                          |                  |
| <b>Point of Contact for Access</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Name:<br>Company:                                                                                                                                                                                                                                                | Phone:<br>Email: |
| <b>Access Restrictions or Special Site Requirements?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, please explain)                                                                                                                                                                                |                  |
| <b>Confidentiality Requirements?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, please explain)                                                                                                                                                                                |                  |
| <b>Current Site Owner</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Name:<br>Company:                                                                                                                                                                                                                                                | Phone:<br>Email: |
| <b>Current Site Operator</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Name:<br>Company:                                                                                                                                                                                                                                                | Phone:<br>Email: |
| <b>Reasons for ESA</b><br>(e.g., financing, acquisition, lease, etc.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                  |                  |
| <b>Anticipated Future Site Use</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                  |                  |
| <b>Relevant Documents?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Please provide Terracon copies of prior Phase I or II ESAs, Asbestos Surveys, Environmental Permits or Audit documents, Underground Storage Tank documents, Geotechnical Investigations, Site Surveys, Diagrams or Maps, or other relevant reports or documents. |                  |
| <b>ASTM User Questionnaire</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                  |                  |
| In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Relief and Brownfields Revitalization Act of 2001 (the "Brownfields Amendments"), the user must respond to the following questions. Failure to provide this information to the environmental professional may result in significant data gaps, which may limit our ability to identify recognized environmental conditions resulting in a determination that "all appropriate inquiry" is not complete. This form represents a type of interview and as such, the user has an obligation to answer all questions in good faith, to the extent of their actual knowledge. |                                                                                                                                                                                                                                                                  |                  |
| 1) Did a search of recorded land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the property under federal, tribal, state, or local law (40 CFR 312.25)?<br><input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, explain below and send Terracon a copy of the title records or judicial records reviewed.)                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                  |                  |
| 2) Did a search of recorded land title records (or judicial records where appropriate) identify any activity and use limitations (AULs), such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or have been filed or recorded against the property under federal, tribal, state, or local law (40 CFR 312.26)?<br><input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, explain below and send Terracon a copy of the title records or judicial records reviewed.)                                                                                                                                    |                                                                                                                                                                                                                                                                  |                  |
| 3) Do you have any specialized knowledge or experience related to the site or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the site or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business (40 CFR 312-28)?<br><input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, explain below)                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                  |                  |
| 4) Do you have actual knowledge of a lower purchase price because contamination is known or believed to be present at the site (40 CFR 312.29)?<br><input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Not applicable (If yes or Not applicable, explain below)                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                  |                  |
| 5) Are you aware of commonly known or reasonably ascertainable information about the site that would help the environmental professional to identify conditions indicative of releases or threatened releases (40 CFR 312.30)?<br><input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, explain below)                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                  |                  |
| 6) Based on your knowledge and experience related to the site, are there any obvious indicators that point to the presence or likely presence of contamination at the site (40 CFR 312.31)?<br><input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, explain below)                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                  |                  |
| <u>Comments or explanations:</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                  |                  |

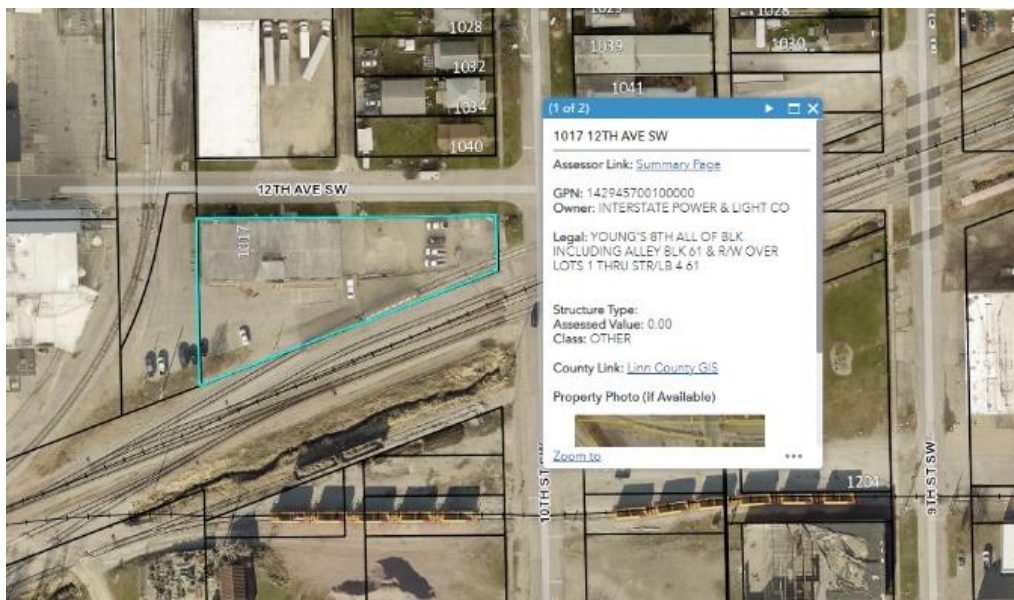
Please return this form with the signed authorization to proceed.

Proposal No. P06217156

## DETAILED SCOPE OF SERVICES

### 1.0 PROJECT INFORMATION

We understand the site is a tract of land located at 1017 12th Avenue SW in Cedar Rapids, Linn County, Iowa. Based on the City of Cedar Rapids and Linn County assessors' records, information regarding the site including size and improvement details are not available. A review of aerial photographs indicates the site is developed with an apparent two-story commercial structure and a paved parking area. The location of the site is depicted in the image below obtained from the City of Cedar Rapids assessor's website. We further understand that the anticipated future use of the site is unknown, and the purpose of the ESA is to assist the client with acquiring the site. If this is not accurate, or if you have additional useful information, please inform us as soon as possible.



Source: <https://crgis.cedar-rapids.org/APV/>

### 2.0 SCOPE OF SERVICES

#### 2.1 Base Phase I ESA Services

The ESA will be performed consistent with the procedures included in ASTM E1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process*. The purpose of this ESA is to assist the client in developing information to identify recognized environmental conditions (RECs - as defined below) in connection with the site as

## Proposal for Phase I Environmental Site Assessment

1017 12<sup>th</sup> Avenue SW ■ Cedar Rapids, Iowa

October 15, 2021 ■ Terracon Proposal No. P06217156



reflected by the scope of this proposal. The potential for vapor migration will be addressed as part of a Phase I ESA and will be considered by Terracon in evaluation of RECs associated with the site. If modifications to the scope of services are required, please contact us to discuss proposal revisions.

### REC Definition

Recognized environmental conditions are defined by ASTM E1527-13 as “the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to any release to the environment, 2) under conditions indicative of a release to the environment, or 3) under conditions that pose a material threat of a future release to the environment. *De minimis* conditions are not recognized environmental conditions.”

### Physical Setting

The physical setting for the site will be described based on a review of the applicable USGS topographic quadrangle map, USDA soil survey, and selected geologic reference information.

### Historical Use Information

A review of selected historical sources, where reasonably ascertainable and readily available, will be conducted in an attempt to document obvious past land use of the site and adjoining properties back to 1940 or when the site was initially developed, whichever is earlier. The following selected references, depending on applicability and likely usefulness, will be reviewed for the site.

- |                                                            |                                                                                                              |
|------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| ■ Historical topographic maps                              | ■ Zoning records                                                                                             |
| ■ Aerial photographs (approximate 10 to 15-year intervals) | ■ Prior environmental reports, permits and registrations; or geotechnical report, if provided by the client. |
| ■ City directories (approximate 5-year intervals)          | ■ Site title search information, if provided by client                                                       |
| ■ Fire (Sanborn) insurance maps                            | ■ Environmental liens, if provided by client                                                                 |
| ■ Property tax file information                            |                                                                                                              |
| ■ Building department records                              |                                                                                                              |

Pursuant to ASTM E1527-13, the client should engage a title company or title professional to undertake a review of reasonably ascertainable recorded land title records (or judicial records where appropriate) for environmental liens and activity and use limitations currently recorded against or relating to the site. If the client is unable to provide land title records (or judicial records where appropriate), an abstract firm may be contracted by Terracon to perform a review

## Proposal for Phase I Environmental Site Assessment

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of land title records (or judicial records where appropriate) for an additional fee. Documentation of environmental liens and activity and use limitations, if recorded, will be provided in the land title records (or judicial records where appropriate). Note, however, unless specifically requested within three days of project commencement, Terracon will rely on the client to provide land title records (or judicial records where appropriate). **If land title records (or judicial records where appropriate) are not provided for review in a timely manner, Terracon may conclude that the absence of records represents a data gap, which must be evaluated and documented in the final report.**

The client and the current owner or their representative will be interviewed to provide information regarding past uses of the site and information pertaining to the use of hazardous substances and petroleum products on the site. Additionally, a reasonable attempt will be made to interview past owners, operators, and occupants of the site to the extent that they are identified within the scope of the ESA and are likely to have material information that is not duplicative of information already obtained through the assessment process.

### Regulatory Records Review

Consistent with ASTM E1527-13, federal, state, and tribal databases, where applicable and within ASTM-defined minimum search distances from the nearest property boundary, will be reviewed for indications of RECs. A database firm will be subcontracted to access governmental records used in this portion of the assessment. Additional federal, state, and local databases may be reviewed if provided by the database firm. Determining the location of unmapped facilities is beyond the scope of this assessment.

In addition to the database review and if customary practice for the site location, an attempt will be made to review reasonably ascertainable and useful local lists or records such as Brownfield sites, landfill/solid waste disposal sites, registered storage tanks, land records, emergency release reports, and contaminated public wells. A reasonable attempt will also be made to interview at least one staff member of any one of the following types of local government agencies: fire department, health agency, planning department, building department, or environmental department. As an alternative, a written request for information may be submitted to the local agencies.

The scope of work proposed herein includes **up to two hours of regulatory agency file and/or records review, including client-provided reports and files.** If the results of this initial review appear to warrant a more extensive review of applicable regulatory agency files and/or records, a cost estimate will be provided to the client for pre-approval. Review of regulatory files and/or records, when authorized, will be for the purpose of identifying RECs. Please note that all requested files may not be available from regulatory agencies within the client's requested project schedule.



## **Site and Adjoining/Surrounding Property Reconnaissance**

A site reconnaissance will be conducted to identify RECs. The reconnaissance will consist of visual observations of the site from the site boundaries and selected interior portions of the site. The site reconnaissance will include, where applicable, an interview with site personnel who the client has identified as having knowledge of the uses and physical characteristics of the site. Pertinent observations from the site reconnaissance will be documented including:

- Site description
- General site operations
- Aboveground chemical or waste storage
- Visible underground chemical or waste storage, drainage, or collection systems
- Electrical transformers
- Obvious releases of hazardous substances or petroleum products

The adjoining property reconnaissance will consist of visual observations of the adjoining/surrounding properties from the site boundaries and accessible public rights-of-way.

## **Report Preparation**

A PDF-formatted copy of the final report will be submitted that presents the results of this assessment, based upon the scope of services and limitations described herein. The final report will be signed by an environmental professional responsible for the Phase I ESA, and the report will contain an environmental professional statement as required by 40 CFR 312.21(d). Recommendations will be developed as part of the Phase I ESA scope of services. Prior to final report issuance, the client may request paper copies at a charge of \$75.00 per report copy.

## **2.2 Additional Services Beyond Base ESA**

At the direction of the client, the following additional services beyond the scope of the base Phase I ESA have been included:

### **Visual Observations for Suspect Asbestos**

Terracon will visually assess the interior of the on-site building for suspect asbestos-containing materials (ACM). The limited visual observations will be performed by an accredited and appropriately licensed asbestos inspector. No samples of suspect ACM will be collected or analyzed as part of the observations. The visual observations for suspect ACM will be restricted to readily visible and accessible building materials.

## Proposal for Phase I Environmental Site Assessment

1017 12<sup>th</sup> Avenue SW ■ Cedar Rapids, Iowa

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Limited visual observations for asbestos are not intended to serve as a comprehensive building asbestos survey, comprehensive inspection or comprehensive assessment for the presence of ACM in all or most of the building systems, nor will it serve to adequately assess the presence of ACM in a building or portions thereof for pre-demolition or pre-renovation purposes.

The results of the observations will be presented in the ESA report. Terracon will recommend conducting a thorough asbestos survey prior to disturbance of suspect ACM during planned renovations or building demolition.

### 2.3 Additional Services Not Included

The following services, although not specifically required by ASTM E1527-13, may also be performed concurrently with ESAs and may be beneficial for the evaluation of environmental conditions and/or an evaluation of specific business environmental risks at the site. At your direction, these services have not been included as part of the scope of services for this ESA. Please note that this list is not all-inclusive. If you seek additional services, please contact us for a supplemental proposal and cost estimate.

- Limited Asbestos Sampling
- Asbestos Survey (prior to renovation/demolition)
- Visual Observations for Microbial Growth
- Radon Records Review
- Short-Term Radon Testing
- Visual Observations for Suspect Lead-Based Paint
- Limited Lead-Based Paint Sampling
- Lead in Drinking Water Records Review
- Limited Lead in Drinking Water Sampling
- Wetland Records Review
- Threatened/Endangered Species Records Review
- Historic Properties/Archaeological Resources Review
- ASTM E 2600-15 Vapor Encroachment Screen
- Regulatory Agency File Review

At the client's request, Terracon can also provide proposals for facility engineering services including property condition assessments, roofing inspections, curtain wall evaluations, structural surveys and mechanical surveys.

### 2.4 Schedule

Services will be initiated upon receipt of the written notice to proceed. The final report will be submitted within 15 business days after receipt of your written notice to proceed, assuming site access can be obtained within three days after the notice to proceed.



## Proposal for Phase I Environmental Site Assessment

1017 12<sup>th</sup> Avenue SW ■ Cedar Rapids, Iowa

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In order to comply with the proposed schedule, please provide the following items at the time of notification to proceed.

- A signed Agreement for Services evidencing acceptance of this scope of services.
- The completed ASTM E1527-13 User Questionnaire, supplied as an attachment to this proposal.
- Right of entry to conduct the assessment, including access to building interiors.
- Notification of any restrictions or special requirements (such as confidentiality, scheduling, or on-site safety requirements) regarding accessing the site.
- An accurate legal description and/or a diagram of the site such as a surveyor's plat map or scaled architect's drawing (if such diagrams exist).
- Current site owner, property manager, occupant information (including tenant list), and contact information for persons knowledgeable about the site history including current and historical use of hazardous substances and petroleum products on site (e.g., names, phone numbers, etc.).
- Copies of environmental reports, permits and registrations, and geotechnical reports that were previously prepared for the site.
- Information relating to known or suspect environmental conditions at the site, including commonly known or reasonable ascertainable information within the local community about the site that is material to RECs in connection with the site.
- Information about environmental liens and activity and use limitations for the site, if any.
- Specialized knowledge or experience that is material to RECs in connection with the site, if any.
- Knowledge that the purchase price of the site is significantly less than the purchase price of comparable properties.
- Land title records.

Please note that requested regulatory files or other information may not be provided to Terracon by the issuance date of the report. Consideration of information not received by the issuance date of the report is beyond the scope of this ESA.

## 2.5 Reliance

The ESA report will be prepared for the exclusive use and reliance of Linn County, Iowa. Reliance by any other party is prohibited without the written authorization of the client and Terracon.

## Proposal for Phase I Environmental Site Assessment

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If the client is aware of additional parties that will require reliance on the ESA report, the names, addresses, and relationship of these parties should be provided for Terracon approval prior to the time of authorization to proceed. Terracon may grant reliance on the ESA report to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request) and receipt of information requested in the Reliance Agreement. If, in the future, the client and Terracon consent to reliance on the ESA by a third party, Terracon may grant reliance upon receipt of a fully executed Reliance Agreement, requested information and receipt of an additional minimum fee of \$250 per relying party.

Reliance on the ESA by the client and all authorized parties will be subject to the terms, conditions, and limitations stated in the Agreement for Services, sections of this proposal incorporated therein, the Reliance Agreement, and ESA report. The limitation of liability defined in the Agreement for Services is the aggregate limit of Terracon's liability to the client and all relying parties.

Continued viability of the report is subject to ASTM E1527-13 Sections 4.6 and 4.8. If the ESA will be used by a different user (third party) than the user for whom the ESA was originally prepared, the third party must also satisfy the user's responsibilities in Section 6 of ASTM E1527-13.

## 2.6 Scope and Report Limitations

### Site Access and Safety

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, including following applicable state and local COVID related requirements, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

The fee is valid for 90 days from the date of this proposal and is based on the assumption that all field services will be performed under safety Level D personal protective procedures and that only one site visit will be made by Terracon personnel. The lump sum fee is based on the assumptions and conditions provided at the time of this proposal.

**Proposal for Phase I Environmental Site Assessment**1017 12<sup>th</sup> Avenue SW ■ Cedar Rapids, Iowa

October 15, 2021 ■ Terracon Proposal No. P06217156



The findings and conclusions presented in the final report will be based on the site's current utilization, the anticipated future use of the site, if provided to Terracon, and the information collected as discussed in this proposal. Please note that we do not warrant database or third-party information (such as from interviewees) or regulatory agency information used in the compilation of reports.

Phase I ESAs, such as the one proposed for this site, are of limited scope, are noninvasive, and cannot eliminate the potential that hazardous, toxic, or petroleum substances are present or have been released at the site beyond what is identified by the limited scope of this ESA. In conducting the limited scope of services described herein, certain sources of information and public records will not be reviewed. It should be recognized that environmental concerns may be documented in public records that are not reviewed. This ESA does not include subsurface or other invasive assessments, vapor intrusion assessments or indoor air quality assessments (i.e. evaluation of the presence of vapors within a building structure), business environmental risk evaluations, or other services not particularly identified and discussed herein. No ESA can wholly eliminate uncertainty regarding the potential for RECs. The limitations herein must be considered when the user of this report formulates opinions as to risks associated with the site. No warranties, express or implied, are intended or made.

An evaluation of significant data gaps will be based on the information available at the time of report issuance, and an evaluation of information received after the report issuance date may result in an alteration of our opinions and conclusions. We have no obligation to provide information obtained or discovered by us after the date of the report, or to perform any additional services, regardless of whether the information would affect any conclusions, recommendations, or opinions in the report. This disclaimer specifically applies to any information that has not been provided by the client.

## AGREEMENT FOR SERVICES

This **AGREEMENT** is between Linn County ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the 12th Avenue SW Property project ("Project"), as described in Consultant's Proposal dated 10/15/2021 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$10,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: **Terracon Consultants, Inc.**

By: \_\_\_\_\_ Date: **10/15/2021**

Name/Title: **Daniel M. Green, CGP / Environmental Project Manager**

Address: **2640 12th St SW  
Cedar Rapids, IA 52404-3440**

Phone: **(319) 366-8321** Fax: **(319) 366-0032**

Email: **Dan.Green@terracon.com**

Client: **Linn County**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: **Darrin Gage /**

Address: **935 2nd St SW  
Cedar Rapids, IA 52404-2164**

Phone: **(319) 892-5105** Fax: \_\_\_\_\_

Email: **darrin.gage@linncounty.org**