

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

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

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

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Wednesday, April 27, 2022

11 a.m.

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

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

Consent Agenda

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

Reports**Resolutions**

Approve a Resolution Accepting Work Covering the Linn County Mental Health Access Center Project

Resolution to award contract for project LOST-BRIDGE 1977(22), a replacement of bridge #1977 on Edgerly Road over an unnamed waterway, to Peterson Contractors, Inc. in the amount of \$180,701.50 and authorize Bradley J. Ketels, County Engineer, to execute the contract.

Resolution to approve a Residential Parcel Split for Machula Stone Road First Addition, case JPS22-0003.

Contract and Agreements

Approve and authorize Chair to sign a contract with Blue Sky Productions for audio visual services to be rendered for the State of the County on Friday, April 29 in the amount of \$1020.00.

Award bid and authorize Chair to sign contract for soil borings to Terracon Consultants, Inc. in the amount of \$40,800.00

Award bid and authorize Chair to sign contract for Oil, Hydraulic Oil & DEF delivery to Allied Oil & Supply, Inc.

Award bid and authorize Chair to sign contract for fuel delivery to Linn Cooperative Oil Company

Award bid and authorize Chair to sign contract for tire repair to Thompson Tire & Retread

Approve and authorize Chair to sign a 28E Agreement with the City of Prairieburg for a rock overlay on Wagner Road from Prairie Main Road/W Main Street to the southern city limits

Approve and authorize Chair to sign a 28E agreement with the City of Marion for a rock overlay on Echo Hill Road and Artesian Road from Highway 13 to the concrete portion of Artesian Road.

Approve purchase order #PO285 for \$20,808.59 to CDWG for 11 Microsoft Surface Pro 8 computers for Options

Approve purchase order #PO288 to McGrath Powersports for a Ranger 1000 UTV for Facilities in the amount of \$36,751.31

Licenses & Permits

Approve Liquor License for Casey's General Store #2789, 888 Vernon Valley Dr. SE, Cedar Rapids, noting all conditions have been met.

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

Proclamation: National Therapy Animal Day

Approve and authorize Chair to sign a proposal from Stanley Consultants offering review assistance for utility-scale solar project application submittals.

Approve and authorize Chair to sign a proposal from EOR offering review assistance for utility-scale solar project application submittals.

Discuss Fiscal Year 2022 budget amendment requests and set public hearing on the proposed amended budget for May 18th 2022 at 11:00am.

Public Comment: Five Minute Limit per Speaker

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

Board Member Reports

Legislative Update

Discuss and decide on action related to proposed legislation

Correspondence

Appointments

Adjournment

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

RESOLUTION NO. 2022 – 4 –

**A RESOLUTION ACCEPTING WORK COVERING THE
LINN COUNTY MENTAL HEALTH ACCESS CENTER PROJECT**

WHEREAS, Design Dynamics, Inc. is the Project Architect (the “Architect”) for the Linn County Mental Health Access Center Project (the “Project”); and,

WHEREAS, based on on-site observations and the data comprising the Applications and Certificates for Payment submitted by Garling Construction, Inc. (the “Contractor”), the Architect certifies to the Linn County Board of Supervisors (the “Board”) that to the best of the Architect’s knowledge and information, the contractor performed and completed the work in accordance with the terms of the contract documents for said project.

BE IT THEREFORE RESOLVED that the Board finds and determines that the contractor completed the work of constructing the Project in accordance with the terms of the contract, and the Board hereby accepts and approves the work.

PASSED AND APPROVED this 27th day of April, 2022.

LINN COUNTY BOARD OF SUPERVISORS

Ben Rogers, Chair

Louis J. Zumbach Vice Chair

Stacey Walker, Supervisor

Aye: ____ Nay: ____ Abstain: ____

ATTEST:

Joel Miller, Linn County Auditor

RESOLUTION

WHEREAS, the Board of Supervisors, hereafter referred to as “the Board”, believes the LOST-BRIDGE 1977(22), hereafter referred to as “the project” is in the best interest of Linn County, Iowa, and the residents thereof. The project is defined as replacement of bridge #1977 on Edgerly Road over an unnamed waterway, and

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

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

IT IS THEREFORE RESOLVED by Board to accept the bid from Peterson Contractors, Inc in the amount of \$180,701.50 and awards the associated contract(s) to the same;

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

BE IT FURTHER RESOLVED by the Board of Supervisors of Linn County, Iowa, that after receiving the necessary contract documents, including but not limited to, the contractor’s bond and certificate of insurance, Bradley J Ketels, the County Engineer for Linn County, Iowa, be and is hereby designated, authorized, and empowered on behalf of the Board of Supervisors of said County to execute the contracts in connection with the afore awarded construction project let on 4/12/2022.

Dated at Cedar Rapids, Iowa, this 27th day of April, 2022.

Board of Supervisors of Linn County, Iowa

ATTEST:

By _____
County Auditor

SEAL

LINN COUNTY SECONDARY ROAD DEPARTMENT

1888 COUNTY HOME ROAD

MARION, IA 52302

Project: LOST-BRIDGE 1977(22)
 Road name: Edgerly Rd
 Type of work: 24'x30' Timber Bridge Replacement
 Location: Bridge 1977 on Edgerly Rd 1400' north of Duck Pond Rd
 Letting Date: 4/12/2022

Peterson Contractors, Inc
 104 Rblackhawk Street
 Reinbeck, IA 50669
 (319) 345-2991

Taylor Construction, Inc
 7314 Columbus Street
 New Vienna, IA 52065
 (563) 921-3845

Jim Schroeder Construction, Inc
 500 South Second Street
 Bellevue, IA 52031
 (563) 872-5591

Engineer's Estimate

philipi@pciusktaylor@taylorconstr.comdan@schroederconst.com

No.	Item Code	Item	Unit	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	2102-2710070	EXCAVATION, CL 10, RDWY+BORROW	CY	180.00	\$ 10.00	\$ 1,800.00	\$ 11.00	\$ 1,980.00	\$ 35.00	\$ 6,300.00	\$ 10.00	\$ 1,800.00
2	2105-8425015	TOPSOIL, STRIP, SALVAGE+SPREAD	CY	50.00	\$ 9.00	\$ 450.00	\$ 31.00	\$ 1,550.00	\$ 75.00	\$ 3,750.00	\$ 12.00	\$ 600.00
3	2115-0100000	MODIFIED SUBBASE	CY	57.00	\$ 42.00	\$ 2,394.00	\$ 58.00	\$ 3,306.00	\$ 75.00	\$ 4,275.00	\$ 24.75	\$ 1,410.75
4	2210-0475105	CHOKE STONE BASE	TON	87.00	\$ 27.00	\$ 2,349.00	\$ 39.50	\$ 3,436.50	\$ 75.00	\$ 6,525.00	\$ 24.75	\$ 2,153.25
5	2401-6745650	RMVL OF EXIST STRUCT	LS	1.00	\$ 20,000.00	\$ 20,000.00	\$ 10,600.00	\$ 10,600.00	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00
6	2402-2720000	EXCAVATION, CL 20	CY	50.00	\$ 35.00	\$ 1,750.00	\$ 51.00	\$ 2,550.00	\$ 80.00	\$ 4,000.00	\$ 40.00	\$ 2,000.00
7	2409-4200001	MISC HARDWARE	LB	567.00	\$ 10.00	\$ 5,670.00	\$ 31.00	\$ 17,577.00	\$ 39.00	\$ 22,113.00	\$ 30.00	\$ 17,010.00
8	2409-4575001	TREATED TIMBER+LUMBER	MFBM	11.40	\$ 2,300.00	\$ 26,220.00	\$ 5,485.00	\$ 62,529.00	\$ 7,000.00	\$ 79,800.00	\$ 7,765.00	\$ 88,521.00
9	2501-0100030	PILE, WOOD (TREATED TRESTLE)	LF	540.00	\$ 25.00	\$ 13,500.00	\$ 45.00	\$ 24,300.00	\$ 35.00	\$ 18,900.00	\$ 49.00	\$ 26,460.00
10	2505-4008300	STEEL BEAM G'RAIL	LF	188.00	\$ 30.00	\$ 5,640.00	\$ 64.00	\$ 12,032.00	\$ 65.00	\$ 12,220.00	\$ 65.00	\$ 12,220.00
11	2507-3250005	ENGINEER FABRIC	SY	252.00	\$ 4.00	\$ 1,008.00	\$ 11.50	\$ 2,898.00	\$ 2.00	\$ 504.00	\$ 3.75	\$ 945.00
12	2507-6800042	REVEITEMT, CLASS D	TON	210.00	\$ 50.00	\$ 10,500.00	\$ 52.50	\$ 11,025.00	\$ 57.00	\$ 11,970.00	\$ 36.00	\$ 7,560.00
13	2528-2518000	SAFETY CLOSURE	EACH	2.00	\$ 350.00	\$ 700.00	\$ 175.00	\$ 350.00	\$ 175.00	\$ 350.00	\$ 100.00	\$ 200.00
14	2528-8445110	TRAFFIC CONTROL	LS	1.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,800.00	\$ 1,800.00
15	2533-4980005	MOBILIZATION	LS	1.00	\$ 20,000.00	\$ 20,000.00	\$ 14,200.00	\$ 14,200.00	\$ 40,500.00	\$ 40,500.00	\$ 60,000.00	\$ 60,000.00
16	2599-9999009	STEEL HP PILE CAP	LF	64.00	\$ 450.00	\$ 28,800.00	\$ 44.50	\$ 2,848.00	\$ 135.00	\$ 8,640.00	\$ 85.00	\$ 5,440.00
17	2602-0000309	PERIMETER+SLOPE SEDIMENT CNTL DEVICE, 9"	LF	270.00	\$ 2.50	\$ 675.00	\$ 26.00	\$ 7,020.00	\$ 4.50	\$ 1,215.00	\$ 6.00	\$ 1,620.00
TOTAL						\$142,956.00		\$180,701.50		\$230,562.00		\$239,740.00

Blk
 4/19/2022

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of Machula Stone Road First Addition (Case # JPS22-0003) 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 SWNW of Section 19, Township 84 North, Range 5 West of the 5th P.M., Linn County, Iowa, described as follows:

Commencing as a point of reference at the W ¼ Corner of said Section 19; thence N01°17'01"W along the west line of said SW¼ NW¼, 896.92 feet to the Point of Beginning; thence N01°17'01"W along said west line, 344.43 feet; thence N87°59'14"E, 558.45 feet; thence S01°23'15"E, 320.12 feet; thence S85°29'58"W, 559.87 feet to the Point of Beginning, containing 4.26 acres which includes 0.32 acres of road right of way.

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

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

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of January 19, 2022 as last amended on February 21, 2022 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

1. Dedication of road rights-of-way, County Standard Specifications, Section 5. Forty feet of right-of-way on Stone Road adjacent to Lot 1 shall be dedicated to the County for road purposes.
2. 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.
2. Existing house must be reviewed by Linn County Public Health for compliance with Linn County Code of Ordinances Chapter 105, Article VI Property Maintenance Regulations. If applicable, correction of certain deficiencies may require permits, inspections and final approval from the Building Division of Linn County Planning & Development.

NATURAL RESOURCES CONSERVATION SERVICE

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

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. This plat lies within the 2-mile jurisdiction of the City of Springville, and as per the 28E Agreement between the City and the County, will require City approval or a waiver of the right to review.
5. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
6. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.
7. One original and 1 complete copy of the final plat bound documents that must include the following:
 - (i) Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
 - (ii) Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
 - (iii) Surveyor's certificate
 - (iv) Auditor's certificate
 - (v) Resolution of the Planning and Zoning Commission
 - (vi) Resolution of the Board of Supervisors
 - (vii) Resolution of approval or waiver of review by applicable municipalities
 - (viii) Treasurer's certificate
 - (ix) Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the Unified Development Code.
 - (x) Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
 - (xi) Ten original signed plat drawings
 - (xii) A covenant for a secondary road assessment
8. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before **FEBRUARY 21, 2023** as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f), of the Unified Development Code.

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

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by April 27, 2023 to be valid.

Passed and approved this 27th day of April, 2022

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Engineer

Brad Ketels, Engineer

State of Iowa)
) SS
County of Linn)

Linn County Board of Supervisors

Resolution # _____

JPS22-0003

April 27, 2022

Page 4 of 4

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

___ Aye ___ Nay ___ Abstain ___ Absent

Joel Miller

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

on this _____ day of _____, 2022.

Notary Public State of Iowa



Blue Sky Productions LLC
2055 First Avenue SE
Cedar Rapids, IA 52402
(319)210-0266
blue.sky@blueskypd.com
www.blueskypd.com

Recording and Reproduction Agreement

This is to confirm that the Client: Linn County Board of Supervisors

Whose contact person is: Britt Nielsen

Whose mailing address is: 935 2nd St SW, Cedar Rapids, IA 52404

Whose cell phone number is: 319.892.5126 W

Whose e-mail address is britt.Nielsen@linncountyiowa.gov

Has contracted with Blue Sky Productions LLC ("Blue Sky") to Provide those services and products as listed in the "Scope of Work" section of this Agreement, for the following production/event ("Event"):

Linn County Board of Supervisors State of The County

At the facility of: Hotel at Kirkwood

Schedule: FRIDAY, APRIL 29, 2022 FROM 11:30 A.M. TO 1:00 P.M.

Blue Sky Productions LLC
2055 First Avenue SE
Cedar Rapids, IA 52402
(1) 319 210-0266
blue.sky@blueskypd.com
www.blueskypd.com

Production Agreement p. 2

Scope of Work

Blue Sky Productions LLC will provide equipment as noted in bid at the above-described facility on **Friday, April ,29, 2022.** Equipment Load In and Set Up will be at the following date/time: **Friday, April 29, 2022** The audio will be captured via a feed from the house mixer along with our own microphones to pick up room ambience/audience applause. All of this will be captured simultaneously to camera hard drives and tape. Noted in the bid:

- a. Videography, video streaming and projection

Services includes the setup of equipment on the date of the Event and takedown and removal of equipment on **Friday, April 29th, 2022** following the Event.

Blue Sky Productions LLC
2055 First Avenue SE
Cedar Rapids, IA 52402
(1) 319 210-0266
blue.sky@blueskypd.com
www.blueskypd.com

Production Agreement p. 3

Fee

Blue Sky Productions LLC will provide the services as listed in the Scope of Work section for a flat fee of **\$1020.00** payable by Client as described below. Fee is noted below.

A cancellation fee of **\$500.00** will be imposed if the Event is cancelled on or before the Thursday before “load in” and set up for the Event. A cancellation fee of **\$ 1000.00** will be imposed if the Event is cancelled at any point thereafter.

Blue Sky Productions LLC
2055 First Avenue SE
Cedar Rapids, IA 52402
(1) 319 210-0266
blue.sky@blueskypd.com
www.blueskypd.com

Production Agreement p. 4

Payment

Client Agrees to pay \$ **1020.00** no less than 10 business days after the Event date. Upon execution of this contract and receipt of the deposit, Blue Sky will reserve the time and date agreed upon, and will make no other reservation for that time for the duration of the contract. For this reason, the cancellation fees set forth above will be retained from the deposit and are non-refundable if the Event is canceled or rescheduled for any reason.

Blue Sky Productions LLC
2055 First Avenue SE
Cedar Rapids, IA 52402
(1) 319 210-0266
blue.sky@blueskypd.com
www.blueskypd.com

Production Agreement p. 5

Blue Sky's obligations under this Agreement are subject to the following terms and conditions:

TERMS & CONDITIONS

Client shall permit Blue Sky free access to the Event to perform its services and hereby grants to Blue Sky the right to record the Event by Blue Sky personnel for the purposes of: fixing the sounds or images or sounds and images of the Event in a physical and/or digital form, live streaming and/or downloads on the Internet and/or mobile devices; making live recordings; broadcast of the live recordings; editing the live recordings; making available downloads of the edited recordings; creating phonorecords or videograms of the edited recordings in digital and/or physical form; and reproducing, selling, marketing and/or distributing the live and/or edited recordings in any media.

Client agrees to ensure that Blue Sky personnel and equipment are furnished with adequate shelter and protection from the outdoor elements. Client agrees to provide access to 2 110V A/C 20Ah electrical outlets (each with its own separate electrical circuit) within 30 feet of where Blue Sky will be set up. Recording of the Event may be temporarily suspended during an electrical storm for safety and/or to prevent damage to equipment. Client agrees to ensure the facility will be accessible by Blue Sky personnel to set up equipment no less than 5 hours prior to when the Event starts and for 3 hours after the end of the Event to allow sufficient time for packing up equipment.

Client agrees to maintain adequate security in the service, access, and recording areas so as to protect the Blue Sky property and equipment from theft, vandalism or other damage. In the event of circumstances deemed by Blue Sky personnel to present a threat or implied threat of injury to any Blue Sky personnel or equipment (incl. equipment, lighting, cameras, microphones, etc.), Blue Sky reserves the right to cease its performance under this Agreement until the situation is resolved to Blue Sky's reasonable satisfaction. Client also agrees to be fully responsible for the loss or damage to equipment used to provide the services noted herein while said equipment is situated at the facility or on property owned by or otherwise under the control of the Client, except damage directly caused by Blue Sky personnel.

The parties agree to cooperation and communication for the best possible result within the scope of this engagement. Blue Sky will use its reasonable best efforts, but shall not be held accountable for not recording desired pieces, people or groups if such persons fail to appear or cooperate during recording or if Client has not provided to Blue Sky, no less than one (1) week in advance of the Event date, the details of the Event, including details of orchestration, staging, and dates/times of dress rehearsals or sound checks, or if there is no Client personnel designated to assist in identifying people or pieces for specific recordings. Client acknowledges that a live event of substantial time length cannot be replicated, reenacted or repeated for the purpose of a re-recording. Client is aware that restrictions imposed by others (e.g., photographers, facility operators, guests, etc.), and the constraints of the physical environment, safety, weather, and other circumstances beyond our control (e.g., power failure, equipment malfunction, defective tape stock, etc) can affect the quality and extent of recording possible. Blue Sky guarantees coverage of all events only within the bounds of any restriction imposed by others and constraints of the physical environment, safety, weather and other circumstances beyond our control.

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blue.sky@blueskypd.com
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Production Agreement p. 6

Client is responsible for informing the public and Event participants/organizations that they may be included in the recording and obtaining releases and permissions from any and all individuals and organizations included in the Event.

Client agrees to assume complete liability for all claims of personal injury or property damage arising from the Event, including the performance of Blue Sky under this Agreement, and hold Blue Sky harmless in all such cases, except when such claims are directly caused by the gross negligence or intentional misconduct of Blue Sky. In the unlikely event that Blue Sky's equipment is damaged by the Client or an attendee at the Event, Client assumes financial responsibility for the damages of the item(s). Client shall indemnify Blue Sky, its owners, personnel, and independent contractors from all liability for loss, damage, claims, fines or judgments that may arise as a direct or indirect result of provision of services under this contract and/or from actions or omissions during the Event for any reason, the sole exception being gross negligence or intentional misconduct on the part of Blue Sky. Blue Sky's maximum aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, will in no circumstances exceed the amount of fees paid to Blue Sky by the Client at the time the liability is incurred. Client warrants and represents that they have, or shall obtain, sufficient personal injury and property damage liability insurance for the Event and associated activities Blue Sky is being hired to record.

Client is engaging Blue Sky to perform the recording and reproduction/distribution services described in this Agreement and that, as partial consideration for the performance of such services on Client's behalf, Client is assigning to Blue Sky a portion of the per-unit fees received as described below as reimbursement for Blue Sky's expenses. Client warrants and represents to Blue Sky that Client is lawfully entitled to perform, reproduce or copy, and distribute all pictures, artwork, text, performances, choreographies, pre-recorded and/or performed music, and any and all other original materials provided to and/or captured by Blue Sky in the course of performing its services hereunder, and that Client has full authority to authorize Blue Sky to reproduce and distribute such materials. Client shall indemnify and hold Blue Sky, its personnel, owners, and independent contractors harmless from any and all loss, cost, expense, and damages on account of any and all manner of claims, demands, action, and proceedings that may be instituted against such indemnified persons on grounds alleging that said recording, reproduction, editing, broadcast, publication, and/or distribution (in whatever form) infringes any copyright, or any propriety right of any person or company, or that it contains any matter that is libelous or scandalous, or invades any person's right to privacy or other personal rights. Client warrants that any applicable license and/or royalty fees will be paid to their respective owners before sale of any materials covered under this Agreement. Blue Sky makes no claims of a product's fitness for public sale and such products are intended only for the personal home viewing of Event participants. The product of Blue Sky (in full or in part) may be used by Blue Sky or Client for promotional purposes without financial liability to, or prior consent from either party. Where the recording is used for such promotions, both Blue Sky and Client shall be clearly credited for their respective roles in creating the recording.

The obligations of Blue Sky under this Agreement may be void where act of God, order of public authority, vandalism or other condition beyond normal control, accident, or illness renders such an Event unsafe, unlawful or impossible or Blue Sky's ability to perform impossible or impracticable. Liability for failure to perform any portion of this Agreement is limited to the total amount of fees to be paid to Blue Sky by the Client hereunder. Blue Sky shall not be liable to the Client under this Agreement for any loss of actual or anticipated income or profits, loss

Blue Sky Productions LLC
2055 First Avenue SE
Cedar Rapids, IA 52402
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blue.sky@blueskypd.com
www.blueskypd.com

Production Agreement p. 7

of contracts or for any special, indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.

This Agreement contains the entire agreement between the parties and there are no other promises or conditions in any other agreement whether written or oral. This Agreement shall be construed under the laws of the State of Iowa. Should any part of this Agreement become void, voidable, or otherwise unenforceable, the balance thereof shall remain in full force and effect.

I understand and agree to the terms and conditions of this Agreement as detailed above:

Client: _____

Date: _____

Linn County Board of Supervisors

Blue Sky Productions LLC

By: _____

Date: _____

PRIVATE CONTRACT

Kind of Work Soil Borings

Linn County, Iowa

Project No. L-SOIL BORINGS BR 933, 2737, 2758, 2786, 797(2022)

THIS AGREEMENT made and entered by and between Linn County, Iowa, by its Board of Supervisors consisting of the following members: Ben Rogers, Louis J. Zumbach and Stacey Walker, party of the first part, and Terracon Consultants, Inc. of Cedar Rapids, Iowa, party of the second part.

WITNESSETH: That the party of the second part, for and in consideration of Forty thousand eight hundred & no/100 Dollars (\$40,800.00) payable as set forth in the quotation form constituting a part of this contract, hereby agrees to perform the following service.

Item No.	Item	Quantity	Unit Price	Amount
	Bridge 933 on Coggon Road 1,555' east of Seven Hills Road Bridge 2737 on N Center Point Road 240' south of Alice Road Bridge 2758 on N Center Point Road 4,180' north of Newbold Road Bridge 2786 on Covington Road 4,200' south of Yates Road Bridge 797 on Matsell Park Road 3,175' north of Merritt Road Per quote dated 4/19/2022			
1	Soil Borings	20 Each	\$ 1,400.00	\$ 28,000.00
2	Soil Borings (Depth)	800 LF	\$ 16.00	\$ 12,800.00
				\$ 40,800.00

Standard specifications of the IDOT, Series 2019, and current supplemental specifications shall apply.

That in consideration of the foregoing, the party of the first part hereby agrees to pay to the party of the second part, within thirty (30) days after the submittal of an invoice.

That it is mutually understood and agreed by the parties hereto that the requirements for soil borings, the within contract and the proposal submitted by the party of the second part are and constitute the basis of this agreement between the parties hereto.

That it is further understood and agreed by the parties of this Agreement that the above service shall be completed on or before;

Approx. or Specified Starting or Number OF Working Days	Late Start Date	Liquidated Damages Per Working Day
N/A	7/22/022	\$50.00

That time is the essence of this contract and that this Agreement contains all of the terms and conditions agreed upon by the parties hereto.

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.

Standard of Care. The party of the second part 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.

Site Access and Safety. The party of the first part 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. The party of the second part 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 third parties, including the party of the first part's contractors, subcontractors, or other parties present at the site.

Indemnity. The party of the second part shall indemnify and hold harmless the party of the first part and its employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the party of the second part's negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the party of the second part and the party of the first part, they shall be borne by each party in proportion to its own negligence under comparative fault principles.

Insurance. The party of the second part 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 its employees who are engaged in the services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). The party of the first part, its officers and employees will be named as additional insured with respect to commercial general liability insurance and automobile liability insurance.

It is further understood that the second party consents to the jurisdiction of the courts of Iowa to hear, determine and render judgment as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the _____ day of _____, 2020.

Linn County, Iowa

Party of the First Part

By _____

Chairperson

Terracon Consultants, Inc.

Party of the Second Part

By _____

Party of the Second Part

Federal I.D. or Social Security Number

SERVICE CONTRACT

Kind of Work: Oil/Hydraulic Oil/DEF Delivery

Linn County, Iowa

Project No.: OIL/DEF DELIVERY

THIS AGREEMENT made and entered by and between Linn County, Iowa, by its Board of Supervisors consisting of the following members: Ben Rogers, Louis J. Zumbach and Stacey Walker, party of the first part, and Allied Oil & Supply, Inc. of Marion, Iowa, party of the second part.

WITNESSETH: That the party of the second part, for and in consideration of N/A Dollars (N/A) payable as set forth in the quotation form, constituting a part of this contract, hereby agrees to deliver fuel at the locations designated below.

Item	Unit	Unit Price
Contract valid from July 1, 2022 through June 30, 2025.		
Bulk Cenex Super Lube TMS 15W-40 Diesel Engine Oil or Equivalent	Gallon	\$ 11.7700
Bulk Cenex Quiklift 10W-30 HTB or Equivalent	Gallon	\$ 10.7400
55 Gallon Barrel - Cenex Quiklift 10W-30 HTB or Equivalent	Gallon	\$ 11.8700
Bulk DEF (Diesel Exhaust Fluid)	Gallon	\$ 2.2400
Linn County is tax exempt.		
See bid for additional information		
Shop locations:		
Main Shop @ 1944 County Home Road, Marion		
Morgan Creek Shop @ 1206 Stoney Point Road, Cedar Rapids		
Mt. Vernon Shop @ 788 Cedar River Road, Mt. Vernon		
Alice Shop @ 3375 Central City Road, Center Point		
Toddville Shop @ 3474 Cora Mae Lane, Toddville		
Drexler Shop @ 4720 Drexler Road, Central City		
Whittier Shop @ 721 County Home Road, Springville		
Walford Shop @ 650 Walford Road S.W., Cedar Rapids		

Standard specifications of the IDOT, Series 2019, and current supplemental specifications shall apply.

That in consideration of the foregoing, the party of the first part hereby agrees to pay to the party of the second part, promptly and according to the conditions set forth in the request for quote.

That it is mutually understood and agreed by the parties hereto, that the requirements for **OIL/DEF DELIVERY**, the within contract and the quotation are and constitute the basis of a contract between the parties hereto.

That it is further understood and agreed by the parties of this contract that the above service shall be completed on or before;

Approx. or Specified Starting Date or Number of Working Days	Late Start Date	Liquidated Damages Per Working Day
N.A.	N.A.	N.A.

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon by the parties hereto.

It is further understood that the second party consents to the jurisdiction of the courts of Iowa to hear, determine and render judgment as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the ____ day of _____, 2022.

Linn County, Iowa
Party of the First Part

By _____
Chairperson

Allied Oil & Supply, Inc.

By _____
Party of the Second Part

Federal I.D. or Social Security Number

LINN COUNTY SECONDARY ROAD DEPARTMENT
1888 COUNTY HOME ROAD
MARION, IA 52302
PH: 319-892-6400 | FAX: 319-892-6419

LinnCounty.org



Date: 4/21/2022

To: Linn County Board of Supervisors

Re: Oil, Hydraulic Fluid and Diesel Exhaust Fluid (DEF) Purchase

I request to purchase oil, hydraulic fluid and diesel exhaust fluid (DEF) from Allied Oil & Supply for the period of July 1, 2022 through June 30, 2025.

The Secondary Road Department, along with the Purchasing Department conducted an RFP for oil, hydraulic fluid and diesel exhaust fluid (DEF) in accordance with the Linn County Procurement Policy.

The quote from Allied Oil & Supply was the low quote.

Thad Alexander
Shop manager

2022 Oil DEF RFP Results

15W-40 Oil

Oil Use 2021

Total

Consolidated Oil Company	\$	12.70	3250	\$	41,275.00
Allied Oil & Supply	\$	11.77	3250	\$	38,252.50
Linn Coop	\$	12.55	3250	\$	40,787.50

Hydraulic Oil

Hyd Oil Use 2021

Total

Consolidated Oil Company	\$	11.60	1955	\$	22,678.00
Allied Oil & Supply	\$	10.74	1955	\$	20,996.70
Linn Coop	\$	11.98	1955	\$	23,420.90

DEF

DEF Use 2021

Total

Consolidated Oil Company	\$	2.79	2200	\$	6,138.00
Allied Oil & Supply	\$	2.24	2200	\$	4,928.00
Linn Coop	\$	2.53	2200	\$	5,566.00

Consolidated Oil Company		Total	\$	70,091.00
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Allied Oil & Supply		Total	\$	64,177.20
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Linn Coop		Total	\$	69,774.40
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Linn County Purchasing Division

Attachment A-2

Oil & DEF

Product	Price Per Gallon
Bulk Cenex Super Lube TMS® 15W-40 Diesel Engine Oil or equivalent.	\$ 11.77
Bulk Cenex Quiklift® 10W-30 HTB or equivalent.	\$ 10.74
55 Gallon Barrel - Cenex Quiklift® 10W-30 HTB or equivalent.	\$ 11.87
Bulk DEF (Diesel Exhaust Fluid)	\$ 2.24

15W-40 shall meet API CK-4/SN, Cummins CES20086 & Detroit DFS 93K222 Specifications

HTB shall meet John Deere Hy-Gard™, J20D/B & J21A Specifications

DEF shall meet API Certification & ISO 22241-1:2019

Provide product data sheets for oil, HTB & DEF proposal.

Contract dates from 7/1/2022 through 6/30/2025

See attached Delivery Location Sheet for Shop locations.

See attached Fuel, Oil & DEF Use Sheet for amounts delivered in 2021.

Oil & DEF shall be ordered on an as needed basis.

Business ALLIED OIL & SUPPLY, INC.
 Address 4491 8TH AVE. Telephone 563-249-0218
MARION, IA 50302 Fax 402-344-4360
 Representative TOM CRUISE
 Email tcruise@allied-oil.com



Tom Cruise
Industrial Account Manager

4491 8th Ave
Marion, IA 52302
www.alliedoil.com

Cell: 563-249-0218
Office: 402-344-4343
tcruise@allied-oil.com



Linn County Purchasing Division

Attachment A-2

Oil & DEF

Product	Price Per Gallon
Bulk Cenex Super Lube TMS® 15W-40 Diesel Engine Oil or equivalent.	12.55
Bulk Cenex Quiklift® 10W-30 HTB or equivalent.	11.98
55 Gallon Barrel - Cenex Quiklift® 10W-30 HTB or equivalent.	13.87
Bulk DEF (Diesel Exhaust Fluid)	2.53

15W-40 shall meet API CK-4/SN, Cummins CES20086 & Detroit DFS 93K222 Specifications

HTB shall meet John Deere Hy-Gard™, J20D/B & J21A Specifications

DEF shall meet API Certification & ISO 22241-1:2019

Provide product data sheets for oil, HTB & DEF proposal.

Contract dates from 7/1/2022 through 6/30/2025

See attached Delivery Location Sheet for Shop locations.

See attached Fuel, Oil & DEF Use Sheet for amounts delivered in 2021.

Oil & DEF shall be ordered on an as needed basis.

Business LINN COOPERATIVE OIL COMPANY?

Address PO Box 406

Telephone 319-377-4881

MARION, IA 52304

Fax 319-377-8952

Representative TIM ROEHUK

Email troehuk@linncoop.com



Linn County Purchasing Division

Attachment A-2

Oil & DEF

Product	Price Per Gallon
Bulk Cenex Super Lube TMS® 15W-40 Diesel Engine Oil or equivalent.	12.70
Bulk Cenex Quiklift® 10W-30 HTB or equivalent.	11.60
55 Gallon Barrel - Cenex Quiklift® 10W-30 HTB or equivalent.	12.19
Bulk DEF (Diesel Exhaust Fluid)	2.79

15W-40 shall meet API CK-4/SN, Cummins CES20086 & Detroit DFS 93K222 Specifications

HTB shall meet John Deere Hy-Gard™, J20D/B & J21A Specifications

DEF shall meet API Certification & ISO 22241-1:2019

Provide product data sheets for oil, HTB & DEF proposal.

Contract dates from 7/1/2022 through 6/30/2025

See attached Delivery Location Sheet for Shop locations.

See attached Fuel, Oil & DEF Use Sheet for amounts delivered in 2021.

Oil & DEF shall be ordered on an as needed basis.

Business CONSOLIDATED ENERGY

Address 910 MAIN ST.

Telephone 319-827-1211

PO BOX 317

Fax 319-827-3154

Representative CHAD BERNARD

Email chad.bernard@CONSOLIDATEDENERGYCO.COM

SERVICE CONTRACT

Kind of Work: Fuel Delivery

Linn County, Iowa

Project No.: FUEL DELIVERY

THIS AGREEMENT made and entered by and between Linn County, Iowa, by its Board of Supervisors consisting of the following members: Ben Rogers, Louis J. Zumbach and Stacey Walker, party of the first part, and Linn Cooperative Oil Company of Marion, Iowa, party of the second part.

WITNESSETH: That the party of the second part, for and in consideration of _____ Dollars (N/A) payable as set forth in the quotation form, constituting a part of this contract, hereby agrees to deliver fuel at the locations designated below.

Item	Transport Bid Margin	Tank Wagon Bid Margin
Contract valid from July 1, 2022 through June 30, 2025.		
Deliver fuel to the Main Shop on an as needed basis. Fuel at all other shops shall be on a weekly route or "Keep full" basis. No extra fees for split or less than transport loads. No minimum load. No freight fees or delivery charges. The price per gallon shall be the rack average (on delivery date) plus bid margin. Lust tax will be added to fuel delivered to underground tanks. Linn County is exempt from State Tax. Federal Tax on on fuel shall be added to every invoice.		
Gasohol - 10%	\$ 0.0300	\$ 0.1200
Premium Ultra Low Sulfur Diesel #1 with minimum cetane # of 43	\$ 0.0300	\$ 0.1200
Premium Ultra Low Sulfur Diesel #2 with minimum cetane # of 47	\$ 0.0300	\$ 0.1200
Premium Ultra Low Sulfur Diesel #2 with a CFI to get a CFPP of 5°F, minimum cetane # of 45	\$ 0.0300	\$ 0.1200
See bid for additional information		
Shop locations: Main Shop @ 1944 County Home Road, Marion Morgan Creek Shop @ 1206 Stoney Point Road, Cedar Rapids Mt. Vernon Shop @ 788 Cedar River Road, Mt. Vernon Alice Shop @ 3375 Central City Road, Center Point Toddville Shop @ 3474 Cora Mae Lane, Toddville Drexler Shop @ 4720 Drexler Road, Central City Whittier Shop @ 721 County Home Road, Springville Walford Shop @ 650 Walford Road S.W., Cedar Rapids		

Standard specifications of the IDOT, Series 2019, and current supplemental specifications shall apply.

That in consideration of the foregoing, the party of the first part hereby agrees to pay to the party of the second part, promptly and according to the conditions set forth in the request for quote.

That it is mutually understood and agreed by the parties hereto, that the requirements for FUEL DELIVERY, the within contract and the quotation are and constitute the basis of a contract between the parties hereto.

That it is further understood and agreed by the parties of this contract that the above service shall be completed on or before;

Approx. or Specified Starting Date or Number of Working Days	Late Start Date	Liquidated Damages Per Working Day
N.A.	N.A.	N.A.

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon by the parties hereto.

It is further understood that the second party consents to the jurisdiction of the courts of Iowa to hear, determine and render judgment as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the ____ day of _____, 2022.

Linn County, Iowa
Party of the First Part

By _____
Chairperson

Linn Cooperative Oil Company

By _____
Party of the Second Part

Federal I.D. or Social Security Number

LINN COUNTY SECONDARY ROAD DEPARTMENT
1888 COUNTY HOME ROAD
MARION, IA 52302
PH: 319-892-6400 | FAX: 319-892-6419

LinnCounty.org



Date: 4/21/2022

To: Linn County Board of Supervisors

Re: Fuel Purchase

I request to purchase fuel from Linn COOP for the period of July 1, 2022 through June 30, 2025.

The Secondary Road Department, along with the Purchasing Department conducted an RFP for fuel in accordance with the Linn County Procurement Policy.

The quote from Linn COOP was the low quote.

Thad Alexander
Shop manager

2022 Fuel RFP Results

<u>Gas</u>	<u>Cost</u>	<u>Fuel Use 2022</u>	<u>Total</u>
Consolidated Oil Company			
Transport	\$ 0.098	23,500	\$ 2,303.00
Tank Wagon	\$ 0.179	5,300	\$ 948.70
Hovden			
Transport	\$ 0.050	23,500	\$ 1,175.00
Tank Wagon	\$ 0.250	5,300	\$ 1,325.00
Linn Coop			
Transport	\$ 0.030	23,500	\$ 705.00
Tank Wagon	\$ 0.120	5,300	\$ 636.00
<u>Premium Diesel</u>			
Consolidated Oil Company			
Transport	\$ 0.098	24,000	\$ 2,352.00
Tank Wagon	\$ 0.179	120,000	\$ 21,480.00
Hovden			
Transport	\$ 0.050	24,000	\$ 1,200.00
Tank Wagon	\$ 0.250	120,000	\$ 30,000.00
Linn Coop			
Transport	\$ 0.030	24,000	\$ 720.00
Tank Wagon	\$ 0.120	120,000	\$ 14,400.00
Consolidated Oil Company		Total	\$ 27,083.70
Hovden		Total	\$ 33,700.00
Linn Coop		Total	\$ 16,461.00



Linn County Purchasing Division

Attachment A-1

Fuel

Type of Fuel	Transport Bid Margin	Tank Wagon Bid Margin
Gasohol - 10%	\$.03	\$.12
Premium Ultra Low Sulfur Diesel #1 with a minimum cetane # of 43	.03	.12
Premium Ultra Low Sulfur Diesel #2 with a minimum cetane # of 47	.03	.12
Premium Ultra Low Sulfur Diesel #2 with a CFI to get a CFPP of 5°F, Minimum cetane # of 45	.03	.12

Contract dates from 7/1/2022 through 6/30/2025

Fuel proposal is NOT based on the price of fuel. The fuel companies are competing against each other's bid margin (profit margin).

Fuel at the Main Shop shall be ordered on an as needed basis.

Fuel at all the other shops shall be on a weekly route or "keep fill" basis.

No extra fee's for split or less than transport loads. No minimum load

No freight fee's or delivery charges.

Fuel delivered from either transport or tank wagon shall originate from the same terminal ensuring the same quality of fuel is delivered to all locations.

Provide product data sheets for fuel with proposal.

The price per gallon shall be the rack average (on the delivery date) plus bid margin.

Lust Tax will be added to fuel delivered to underground tanks.

Linn County is exempt from Federal Tax. State tax on fuel shall be added to every invoice.

See attached Delivery Location Sheet for Shop locations.

See attached Fuel, Oil & DEF Use Sheet for amounts delivered in 2021.

Business LINN COOPERATIVE OIL COMPANY
Address PO Box 406 Telephone 319-377-4881
MARION, IA 52302 Fax 319-377-8953
Representative TIM ADEHLK
Email troehlk@linncoop.com



Linn County Purchasing Division

Attachment A-1

Fuel

Type of Fuel	Transport	Tank Wagon
	Bid Margin	Bid Margin
Gasohol - 10%	.098	.179
Premium Ultra Low Sulfur Diesel #1 with a minimum cetane # of 43	.098	.179
Premium Ultra Low Sulfur Diesel #2 with a minimum cetane # of 47	.098	.179
Premium Ultra Low Sulfur Diesel #2 with a CFI to get a CFPP of 5°F, Minimum cetane # of 45	.098	.179

Contract dates from 7/1/2022 through 6/30/2025

Fuel proposal is NOT based on the price of fuel. The fuel companies are competing against each other's bid margin (profit margin).

Fuel at the Main Shop shall be ordered on an as needed basis.

Fuel at all the other shops shall be on a weekly route or "keep fill" basis.

No extra fee's for split or less than transport loads. No minimum load

No freight fee's or delivery charges.

Fuel delivered from either transport or tank wagon shall originate from the same terminal ensuring the same quality of fuel is delivered to all locations.

Provide product data sheets for fuel with proposal.

The price per gallon shall be the rack average (on the delivery date) plus bid margin.

Lust Tax will be added to fuel delivered to underground tanks.

Linn County is exempt from Federal Tax. State tax on fuel shall be added to every invoice.

See attached Delivery Location Sheet for Shop locations.

See attached Fuel, Oil & DEF Use Sheet for amounts delivered in 2021.

Business Consolidated Energy

Address 910 Main St. Telephone 319-827-1211
PO Box 317 Fax 319-827-3154

Representative Chad Bernard

Email chad.bernard@consolidatedenergyco.com



Linn County Purchasing Division

Attachment A-1

Fuel

Type of Fuel	Transport Bid Margin	Tank Wagon Bid Margin
Gasohol - 10%	.05	.25
Premium Ultra Low Sulfur Diesel #1 with a minimum cetane # of 43	.05	.25
Premium Ultra Low Sulfur Diesel #2 with a minimum cetane # of 47	.05	.25
Premium Ultra Low Sulfur Diesel #2 with a CFI to get a CFPP of 5°F, Minimum cetane # of 45	.05	.25

Contract dates from 7/1/2022 through 6/30/2025

Fuel proposal is NOT based on the price of fuel. The fuel companies are competing against each other's bid margin (profit margin).

Fuel at the Main Shop shall be ordered on an as needed basis.

Fuel at all the other shops shall be on a weekly route or "keep fill" basis.

No extra fee's for split or less than transport loads. No minimum load

No freight fee's or delivery charges.

Fuel delivered from either transport or tank wagon shall originate from the same terminal ensuring the same quality of fuel is delivered to all locations.

Provide product data sheets for fuel with proposal.

The price per gallon shall be the rack average (on the delivery date) plus bid margin.

Lust Tax will be added to fuel delivered to underground tanks.

Linn County is exempt from Federal Tax. State tax on fuel shall be added to every invoice.

See attached Delivery Location Sheet for Shop locations.

See attached Fuel, Oil & DEF Use Sheet for amounts delivered in 2021.

Business

Horden Oil, Inc

Address

1235 9th St. S.W.

Telephone

319 365 1108

Cedar Rapids, Iowa

Fax

563

Representative

Doug Trumbell

319 365 0140

Email

office@hordenoil.com



Linn County Purchasing Division

Attachment A-1

Fuel

Type of Fuel	Transport Bid Margin	Tank Wagon Bid Margin
Gasohol - 10%	NO BID	
Premium Ultra Low Sulfur Diesel #1 with a minimum cetane # of 43		
Premium Ultra Low Sulfur Diesel #2 with a minimum cetane # of 47		
Premium Ultra Low Sulfur Diesel #2 with a CFI to get a CFPP of 5°F, Minimum cetane # of 45		

Contract dates from 7/1/2022 through 6/30/2025

Fuel proposal is NOT based on the price of fuel. The fuel companies are competing against each other's bid margin (profit margin).

Fuel at the Main Shop shall be ordered on an as needed basis.

Fuel at all the other shops shall be on a weekly route or "keep fill" basis.

No extra fee's for split or less than transport loads. No minimum load

No freight fee's or delivery charges.

Fuel delivered from either transport or tank wagon shall originate from the same terminal ensuring the same quality of fuel is delivered to all locations.

Provide product data sheets for fuel with proposal.

The price per gallon shall be the rack average (on the delivery date) plus bid margin.

Lust Tax will be added to fuel delivered to underground tanks.

Linn County is exempt from Federal Tax. State tax on fuel shall be added to every invoice.

See attached Delivery Location Sheet for Shop locations.

See attached Fuel, Oil & DEF Use Sheet for amounts delivered in 2021.

Business ALLIED OIL & SUPPLY, INC.

Address 4491 8TH AVE. Telephone 563-249-0218

MARION, IA 50302 Fax 402-344-4360

Representative TOM CRUISE

Email tcruise@allied-oil.com

SERVICE CONTRACT

Kind of Work: Tire Service

Linn County, Iowa

Project No.: TIRE REPAIR

THIS AGREEMENT made and entered by and between Linn County, Iowa, by its Board of Supervisors consisting of the following members: Ben Rogers, Louis J. Zumbach and Stacey Walker, party of the first part, and Thompson Tire & Retread of Cedar Rapids, Iowa, party of the second part.

WITNESSETH: That the party of the second part, for and in consideration of N.A. Dollars (N.A.) payable as set forth in the quotation form, constituting a part of this contract, hereby agrees to perform the following service.

Item No.	Item	Unit Price	Quantity
	Contract valid from July 1, 2022 through June 30, 2025.		
	Provide tire repair for Linn County vehicles		
1	Service Call (No mileage or fuel surcharge) Response within 1 hour of call	\$ 100.00	Each
2	Medium Commercial Flat Repair	\$ 42.00	Each
3	Medium Commercial Dismount & Mount	\$ 36.00	Each
4	Medium Commercial Tire Disposal	\$ 8.00	Each
5	Motor Grader 1400R-24 Flat Repair	\$ 50.00	Each
6	Motor Grader 1400R-24 Dismount & Mount	\$ 45.00	Each
7	Motor Grader 1400R-24 Tire Disposal	\$ 15.00	Each
8	Loader 20.5-25 Flat Repair	\$ 65.00	Each
9	Loader 20.5-25 Dismount & Mount	\$ 55.00	Each
10	Loader 20.5-25 Tire Disposal	\$ 25.00	Each
11	Agricultural Tires(per cross section inch) Flat Repair	\$ 4.00	Each
12	Agricultural Tires (per cross section inch), Dismount & Mount	\$ 3.00	Each
13	Agricultural Tires (per cross section inch), Tire Disposal	\$ 2.00	Each

Standard specifications of the IDOT, Series 2019, and current supplemental specifications shall apply.

That in consideration of the foregoing, the party of the first part hereby agrees to pay to the party of the second part, promptly and according to the conditions set forth in the request for quote.

That it is mutually understood and agreed by the parties hereto that the requirements for tire repairs, the within contract and the quotation are and constitute the basis of a contract between the parties hereto.

That it is further understood and agreed by the parties of this contract that the above service shall be completed on or before;

Approx. or Specified Starting Date or Number of Working Days	Late Start Date	Liquidated Damages Per Working Day
N.A.	N.A.	N.A.

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon by the parties hereto.

It is further understood that the second party consents to the jurisdiction of the courts of Iowa to hear, determine and render judgment as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the _____ day of _____, 2022.

Linn County, Iowa

Party of the First Part

Thompson Tire and Retread

By _____

Party of the Second Part

By _____

Chairperson

Federal I.D. or Social Security Number

LINN COUNTY SECONDARY ROAD DEPARTMENT
1888 COUNTY HOME ROAD
MARION, IA 52302
PH: 319-892-6400 | FAX: 319-892-6419

LinnCounty.org



Date: 4/21/2022

To: Linn County Board of Supervisors

Re: Tire Service Contract

I request to obtain a service contract with Thompson Tire for the period of July 1, 2022 through June 30, 2025.

The Secondary Road Department, along with Britt Hutchins conducted an RFP for a Tire Service in accordance with the Linn County Procurement Policy.

Thompson Tire was the low vendor.



THAD ALEXANDER
Shop Manager
SECONDARY ROAD DEPARTMENT
1944 County Home Road | Marion, IA 52302
Ph: 319-892-6427 | Fax: 319-892-6449
LinnCounty.org

2022 Tire Service Results

Vendor	Qty	Price	Total
Thompson Tire			
Service Call	100	\$ 100.00	\$ 10,000.00
Med Repair	48	\$ 42.00	\$ 2,016.00
Med D&M	48	\$ 36.00	\$ 1,728.00
Med Disp	12	\$ 8.00	\$ 96.00
MG Repair	12	\$ 50.00	\$ 600.00
MG D&M	12	\$ 45.00	\$ 540.00
MG Tire Disp	4	\$ 15.00	\$ 60.00
Loader Repair	6	\$ 65.00	\$ 390.00
Loader D&M	6	\$ 55.00	\$ 330.00
Loader Disp	2	\$ 25.00	\$ 50.00
Ag Repair	18.4	\$ 4.00	\$ 73.60
Ag D & M	18.4	\$ 3.00	\$ 55.20
Ag Disposal	18.4	\$ 2.00	\$ 36.80
Total			\$ 15,975.60

Bauer Built

Service Call	100	\$ 152.00	\$ 15,200.00
Med Repair	48	\$ 75.00	\$ 3,600.00
Med D&M	48	\$ 43.00	\$ 2,064.00
Med Disp	12	\$ 14.00	\$ 168.00
MG Repair	12	\$ 116.00	\$ 1,392.00
MG D&M	12	\$ 104.00	\$ 1,248.00
MG Tire Disp	4	\$ 25.00	\$ 100.00
Loader Repair	6	\$ 125.00	\$ 750.00
Loader D&M	6	\$ 104.00	\$ 624.00
Loader Disp	2	\$ 50.00	\$ 100.00
Ag Repair	18.4		\$ 62.00
Ag D & M	18.4		\$ 45.00
Ag Disposal	18.4		\$ 25.00
Total			\$ 25,378.00

18.4 x 38"



LINN COUNTY PURCHASING DIVISION

ATTACHMENT A-1

TIRE SERVICES

NO.	ITEM	QUANTITY	UNITS	UNIT PRICE
1	Service Call (no mileage or fuel surcharge) <i>Must be able to respond within 1 hour of call</i>	1	Each	\$ 100. ⁰⁰ PER CALL PLUS LABOR NOT HOURLY
2	Medium Commercial Flat Repair	1	Each	\$ 42. ⁰⁰
3	Medium Commercial Dismount and Mount	1	Each	\$ 36. ⁰⁰
4	Medium Commercial Tire Disposal	1	Each	\$ 8. ⁰⁰
5	Motor Grader 1400R-24 Flat Repair	1	Each	\$ 50. ⁰⁰
6	Motor Grader 1400R-24 Dismount and Mount	1	Each	\$ 45. ⁰⁰
7	Motor Grader 1400R-24 Tire Disposal	1	Each	\$ 15. ⁰⁰
8	Loader 20.5-25 Flat Repair	1	Each	\$ 65. ⁰⁰
9	Loader 20.5-25 Dismount and Mount	1	Each	\$ 55. ⁰⁰
10	Loader 20.5-25 Tire Disposal	1	Each	\$ 25. ⁰⁰
11	Agricultural Tires (per cross section inch) Flat Repair	1	Each	\$ 4. ⁰⁰
12	Agricultural Tires (per cross section inch) Dismount and Mount	1	Each	\$ 3. ⁰⁰
13	Agricultural Tires (per cross section inch) Tire Disposal	1	Each	\$ 2. ⁰⁰

Vendor THOMPSON TIRE & RETREAD
 Address 5549 6TH STREET S.W. SUITE B
CEDAR RAPIDS, IA 52404
 Phone 319-396-2310
 Email AMLEYER@THOMPSONTRUCK.COM

Contract dates from 7/1/2022 through 6/30/2025



LINN COUNTY PURCHASING DIVISION

ATTACHMENT A-1

TIRE SERVICES

NO.	ITEM	QUANTITY	UNITS	UNIT PRICE
1	Service Call (no mileage or fuel surcharge) <i>Must be able to respond within 1 hour of call</i>	1	Each	152.00
2	Medium Commercial Flat Repair	1	Each	75.00
3	Medium Commercial Dismount and Mount	1	Each	43.00
4	Medium Commercial Tire Disposal	1	Each	14.00
5	Motor Grader 1400R-24 Flat Repair	1	Each	116.00
6	Motor Grader 1400R-24 Dismount and Mount	1	Each	104.00
7	Motor Grader 1400R-24 Tire Disposal	1	Each	25.00
8	Loader 20.5-25 Flat Repair	1	Each	125.00
9	Loader 20.5-25 Dismount and Mount	1	Each	104
10	Loader 20.5-25 Tire Disposal	1	Each	50.00
11	Agricultural Tires (per cross section inch) Flat Repair	1	Each	62.00
12	Agricultural Tires (per cross section inch) Dismount and Mount	1	Each	45.00
13	Agricultural Tires (per cross section inch) Tire Disposal	1	Each	25.00

Vendor Bauer Built Tire

Contract dates from 7/1/2022 through 6/30/2025

Address 628 58th Ave Ct SWPhone 319-366-1608Email George.Wood@Bauer-Built.com

Prepared By: Linn County Secondary Road Dept., 1888 County Home Rd, Marion, IA 52302, (319)892-6400
Return To: Linn County Auditor, 935 2nd Street SE, Cedar Rapids, IA 52404, (319)892-5300

COUNTY AND CITY MAINTENANCE PROJECT AGREEMENT

This agreement entered into this _____ day of _____, by and between Linn County, Iowa, hereinafter referred to as County, and the City of Prairieburg, hereinafter referred to as City.

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

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

WHEREAS, it is proposed, that a rock overlay is scheduled for Wagner road from Prairie Main Rd./W Main St. to the southern City limits. Prairieburg owns the east half of this road for approximately 2,652 feet and would be responsible for half the cost (approximately \$3,000). In lieu of payment the City agrees to allow the County to utilize their 6" fire hydrant across from the City fire station to fill hydroseeders and water trucks with water as needed, and

WHEREAS, the City Council and the County Board of Supervisors have informed themselves as to the proposed agreement.

IT IS NOW AGREED that the City of Prairieburg and Linn County enter into an agreement pursuant to Chapter 28E of the Code of Iowa providing for cooperative action pursuant to the proposed roadway construction project and, said cooperative actions include the following:

- 1) SCOPE OF WORK – Linn County will place a rock overlay with calcium chloride for stability along Wagner Rd from Prairie Main Rd/W. Main St. to the southern City limits. The City of Prairieburg will allow County forces access to a viable water supply utilizing their 6" fire hydrant across from the fire station.
- 2) DURATION - This Agreement shall commence on the date that both parties sign this agreement and shall continue thereafter until written notification is provided and agreed upon between both entities.
- 3) PURPOSE - The purpose of this Agreement is to accomplish the proposed project as described herein in accordance with the aforesaid scope of work and in agreement with conditions specified in this Agreement.

- 4) ADMINISTRATION - The County shall be responsible for the administration of this project.
- 5) The City and County agree to save and indemnify and keep harmless, each other against all liabilities, judgments, costs, and expenses which may in any way come against the County or City or which in any way result from carelessness or neglect of either party or its agents, employees, or workmen in any respect whatsoever.
- 6) The City and County agree to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons arising out of any acts or omissions by the City or County, its agents, servants or employees in the course of any work done in connection with any of the matters set forth in this agreement.
- 7) FINANCING - The County shall finance the cost of the rock overlay project. The City shall allow the County to access water as needed, in lieu of payment for the materials associated with the rock overlay project.
- 8) TERMINATION:
 - a) This Agreement shall be considered binding upon the City and the County and shall not be terminated until written notification is provided and agreed upon between both entities.

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

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

CITY OF PRAIRIEBURG

ATTEST:

ATTEST:

LINN COUNTY AUDITOR

CITY CLERK

Prepared By: Linn County Secondary Road Dept., 1888 County Home Rd, Marion, IA 52302, (319)892-6400
Return To: Linn County Auditor, 935 2nd Street SE, Cedar Rapids, IA 52404, (319)892-5300

COUNTY AND CITY PROJECT AGREEMENT

This agreement entered into this _____ day of _____, by and between Linn County, Iowa, hereinafter referred to as County, and the City of Marion, hereinafter referred to as City.

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

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

WHEREAS, it is proposed, that Echo Hill Rd and Artesian Rd from Highway 13 to the concrete portion of Artesian Rd receives a rock overlay with chloride for stabilization, and

WHEREAS, the City Council and the County Board of Supervisors have informed themselves as to the proposed improvement.

IT IS NOW AGREED that the City of Marion and Linn County enter into an agreement pursuant to Chapter 28E of the Code of Iowa providing for cooperative action pursuant to the proposed roadway construction project and, said cooperative actions include the following:

- 1) SCOPE OF WORK – Linn County will place approximately 1,310 tons of Class A rock and 3,438 gallons of chloride on Echo Hill Rd and Artesian Rd from Hwy 13 to the concrete portion of Artesian Rd (17,184' Lane Feet). The City of Marion is responsible for 12,534 lane feet of the total lane footage along Echo Hill Rd and Artesian Rd that is scheduled for a rock overlay. (73%).
- 2) DURATION - This Agreement shall commence on the date that both parties sign this agreement and shall continue thereafter until the final completion of the project and settlement of the financial conditions of this agreement.
- 3) PURPOSE - The purpose of this Agreement is to accomplish the proposed project as described herein in accordance with the aforesaid scope of work and in agreement with conditions specified in this Agreement.
- 4) ADMINISTRATION - The County shall be responsible for the administration of this project.

- 5) The City and County agree to save and indemnify and keep harmless, each other against all liabilities, judgments, costs, and expenses which may in any way come against the County or City or which in any way result from carelessness or neglect of either party or its agents, employees, or workmen in any respect whatsoever.
- 6) The City and County agree to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons arising out of any acts or omissions by the City or County, its agents, servants or employees in the course of any work done in connection with any of the matters set forth in this agreement.
- 7) FINANCING - The County shall initially finance the cost of the project. The City shall reimburse the County for the actual cost based on estimates for the portion of the project within their corporate limits as they exist at the time the project is complete. Payment shall be made within 30 days of receipt of detailed invoice.

Qty	Unit	Item Description	Price	Total
956.00	tons	Class A rock	\$15.00	\$14,340.00
2510.00	Gal	Calcium Chloride	\$0.97	\$2,434.70
			TOTAL	\$16,774.70

This reimbursement is due upon completion and final acceptance of the work.

- 8) TERMINATION:
 - a) This Agreement shall be considered binding upon the City and the County and shall not be terminated until provisions of paragraph 8b are met after actual work has begun on the project.
 - b) This agreement will be terminated upon final acceptance of the work by the City and final settlement of the financial conditions set forth in paragraph 7 thereof.

Executed in triplicate, each of which shall constitute as original, by Linn County on the _____ day of _____, _____, and by the City of Marion on the 21 day of April, 2022

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

CITY OF MARION



ATTEST:

ATTEST:

LINN COUNTY AUDITOR


CITY CLERK

LINN COUNTY



PROCLAMATION

National Therapy Animal Day

April 30, 2022

There are thousands of Pet Partners therapy animal teams serving in communities across the United States; and

WHEREAS, Pet Partners has designated April 30 as National Therapy Animal Day; and

WHEREAS, Pet Partners therapy animal teams in the Town of Hiawatha play an essential role in improving human health and well-being through the human-animal bond; and

WHEREAS, Pet Partners therapy animal teams make millions of visits per year in settings such as hospitals, nursing homes, schools and hospice; and

WHEREAS, Pet Partners therapy animal teams interact with a variety of people in our community including veterans, seniors, patients, students facing literacy challenges, and those approaching end of life; and

WHEREAS, these exceptional therapy animals who partner with their human companions bring comfort and healing to those in need.

NOW, THEREFORE, BE IT PROCLAIMED that the Board of Supervisors of Linn County, Iowa, duly convened and acting in its capacity as the governing body of Linn County, does hereby proclaim the 30th day of April, 2022 as "National Therapy Animal Day" and encourage our citizens to celebrate our therapy animals and their human handlers.

Linn County Board of Supervisors

Chairperson





April 13, 2022

Charlie Nichols
Linn County Planning and Development
935 2nd Street SW
Cedar Rapids, IA 52404

Re: Scope of Services and Fee Estimate for Solar Policy and Plan Review

Dear Mr. Nichols:

Per your request we have prepared a Scope of Services and Fee Estimate for reviewing documents associated with solar development applications in Linn County.

EOR proposes to provide in-depth review of the following documents submitted to Linn County as part of solar development applications for a variety of projects. EOR Biologists, Professional Engineers, and Landscape Architects will review these documents for conformity with standard practices for solar development and with local, Linn County, requirements. Findings will be recorded in memo format for each plan or report. EOR staff will also provide review and recommend approval (or further revision) of revised plans and reports, as needed.

Documents for review include, but are not limited to:

- Agricultural Impact Mitigation Plans
- Biological Habitat Assessments
- Stormwater Management Reports
- Vegetative Management Plans

EOR staff will be available to start reviewing documents within one week of the signing of this agreement.

The fee for services is not to exceed \$20,000. All hours to be billed at standard hourly rates (see attached).

If you agree to the terms of this proposal, please sign the following page and return it to me.

Thank you so much for the opportunity to provide our services.

Sincerely,

A handwritten signature in black ink that reads "Jay Michels". The signature is written in a cursive, flowing style.

Jay Michels

cc: Britta Hansen, PLA

SIGNATURES

Emmons & Olivier Resources, Inc

Client _____
Client Name

By _____
Signature

By _____
Signature

Printed Name

Printed Name

Its _____
Title

Its _____
Title

EOR 2022 HOURLY FEE SCHEDULE

<u>Classification</u>	<u>Hourly Rate (*)</u>
Professional 1	\$118.00
Professional 2	\$146.00
Professional 3	\$176.00
Professional 4	\$198.00
Technician 1	\$85.00
Technician 2	\$102.00
Technician 3	\$124.00
Principal Partner	\$248.00
Support Staff	\$79.00

Professionals:

Includes licensed and nonlicensed engineers, landscape architects, geologists, scientists, surveyors, field professionals, and geospatial professionals with bachelor's or advanced degrees.

Technicians:

Work requires a combination of basic scientific knowledge and manual skills which can be obtained through two years of post high school education, such as is offered in technical schools, community colleges, or through equivalent on-the-job training.

Principal Partners:

Officers and departmental managers at the highest level of EOR staff classification performing technical and quality control supervision.

Support Staff:

Non-manual clerical work performed by office administrators, administrative assistants, bookkeepers, messengers, office helpers, and clerks.

Additional Notes:

- *Reimbursable expenses (Reproduction, Printing, Duplicating, Mileage at current government rates, DGPS equipment, field supplies, use/rental of special equipment, etc.) will be billed at cost.*
- *Subcontracted services will be billed at cost plus 15% to cover overhead expenses.*
- *Expert witness trial and deposition testimony will be billed at the above hourly rates times 1.5.*
- *Payment is due upon receipt of invoice. If the invoice is not paid within thirty (30) days after invoice date, Client will also pay a finance charge thereon of 1.5 percent or the maximum rate allowed by law, whichever is less, for each month thereafter or portion thereof that an invoice remains unpaid.*

(*) Rates reviewed and adjusted on an annual basis.