

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
SPECIAL BOARD OF EDUCATION MEETING**

<https://www.youtube.com/EngageCRschools/>

Once in YouTube, click the appropriate LIVE video for audio access to the meeting.
Public Participation for the Public Hearings is available by calling 319/558-2000 beginning at 5:30 PM until the conclusion of the Public Hearings.

The public may also submit their comments regarding the Public Hearing
to: Lday@crschools.us
prior to and up until 5:00 PM of the scheduled meeting start time

**Tuesday, May 26, 2020 @ 5:30 PM
A G E N D A**

CALL TO ORDER (President Nancy Humbles)

APPROVAL OF AGENDA (President Nancy Humbles)2

PUBLIC HEARING

BA-20-326 Fiscal Year 2019-2020 Budget Amendment (Dave Nicholson)3

ADMINISTRATION

BA-20-327 Resolution – Scheduling a Public Hearing – Permanent Easements
Jefferson HS – with City of Cedar Rapids (Jon Galbraith)4
BA-20-328 Approval- Fiscal Year 2019-2020 Budget Amendment (Dave Nicholson)19

ADJOURNMENT (President Nancy Humbles)

A G E N D A

CALL TO ORDER – President Nancy Humbles

APPROVAL OF AGENDA – President Nancy Humbles

“I move that the agenda of Tuesday, May 26, 2020 Board of Education Special Meeting be approved as set forth, and that each item is considered ready for discussion and/or action.”

MOTION/2ND/ROLL CALL

PUBLIC HEARING

BA-20-326 Public Hearing - Fiscal Year 2019-2020 Budget Amendment (David Nicholson)

Information Item

Pertinent Fact(s):

1. In order to spend the beginning fund balances and unanticipated miscellaneous income, we traditionally amend the current budget which was certified in April 2019. We are limited in the spending of funds received by the school finance formula and by our Board approved budget certification. Therefore, we amend our budget to a level high enough to permit the spending of miscellaneous income received throughout the year. **If such miscellaneous income does not materialize this year, our legal spending level will be reduced automatically. No additional taxes will be levied as a result of this amendment.**
2. The budget certification has four legal expenditure classifications for all of the District funds taken as a whole, including the General Fund, Management Fund, PPEL Fund, Capital Projects Funds, Debt Service Fund, Student Activity Fund, Food & Nutrition Fund and Day Care Fund. Each classification has been amended to a level sufficient to allow the District to spend beginning balances and unanticipated miscellaneous income. In addition, Other Expenditures was increased for the refinancing of \$30 million dollars of Save bonds. **Amending the budget in this fashion on an annual basis allows the District to comply with the Code of Iowa, which requires that school district expenditures not exceed the “published” budget in any one of the four functional areas.**
3. It is proposed that the FY2020 budget be amended in the four expenditure classifications as follows:

Area	From	To	Reasons
Instruction	152,076,800	154,906,800	Adj for use of fund bal increase in Miscellaneous Income
Total Support Services	78,057,295	87,016,442	Adj for COVID19 / estimated support services expense
Noninstructional Programs	13,549,144	14,814,264	Adjusted for estimated annual expenses
Total Other Expenditures	25,229,692	70,050,793	Adj for construct of new ElemSch and bond refinancing

4. At the May 11, 2020 Board meeting, the Board approved publication of the Fiscal Year 2019-2020 Budget Amendment and Scheduled a Public Hearing at 5:30pm, Tuesday, May 26, 2020 at a Special Board Meeting.
5. Pending consideration of any objections presented and sustained, the recommended Board action is to give final approval to the Fiscal Year 2019-2020 Budget Amendment.

ADMINISTRATION

**BA-20-327 Resolution –Scheduling of Public Hearing for the Permanent Easements –
Jefferson High School - with City of Cedar Rapids (Jon Galbraith)**

Exhibit: BA-20-327.1-14

Action Item Roll Call

Pertinent Fact(s):

1. The City of Cedar Rapids is requesting permanent utility easements at Jefferson High School. The areas in question are as follows:
 - a. A 10-foot strip of land at the intersection of 20th Street SW and Chandler Street SW, containing 500 square feet of property.
 - b. A 20-foot strip of land bordering the North Edge of the Jefferson High School property, containing 25,471 square feet (.58 acres) of property.
 - c. A 20-foot strip of land starting at the intersection of 10th Ave SW and Chandler Street SW and ending the intersection of 18th Street SW and 10th Ave SW, containing 24,241 square feet (.56 acres) of property.
2. The District has no intention of building on this property nor should the permanent easement cause any future hardship to the District.
3. The Board will consider taking action to accept the Permanent Easement Agreements and hold a Public Hearing for public input on this matter at the June 8, 2020 Board of Education Meeting. Board acceptance of the Agreement is contingent on the consideration of any outcome received during the public hearing and final recommendation from the Administration.

Recommendation:

It is recommended that the Board of Education approve the Resolution to Schedule a Public Hearing at the June 8, 2020 Board of Education Meeting regarding approval of utility easements with the City of Cedar Rapids.

RESOLUTION

WHEREAS, the City of Cedar Rapids, Iowa, has presented a proposal for a permanent easement on real estate owned by the Cedar Rapids Community School District ("District"), more particularly, located on the Jefferson High School property located at 1243 20th Street SW, Cedar Rapids, Iowa, and legally described as:

See attached Exhibits. ("Property")

WHEREAS, the purpose of the permanent easement is to allow the City of Cedar Rapids a perpetual and continual easement for the purpose of constructing, reconstructing and maintaining said water man and storm sewer up on a portion of the real property of the Cedar Rapids Community School District.

WHEREAS, the City of Cedar Rapids proposal offers compensation to the District in the amount \$1.00 for the permanency easement of said property.

WHEREAS, the other specific terms of permanent easement are included, attached hereto as Exhibits; and

WHEREAS, it is appropriate pursuant to Iowa Code Section 297.22 to publish Notice of the proposed permanent easement and of the hearing and to receive and consider objections and petitions.

NOW, THEREFORE, be it resolved by the Board of Directors of the Cedar Rapids Community School District:

Section 1. That this Board shall set a public hearing on the conveyance of the easement on the above-described Property for June 8, 2020 at 5:30 p.m. in the Cedar Rapids Community School District Board Room located in the Educational Leadership and Support Center located at 2500 Edgewood Blvd. NW, Cedar Rapids, Iowa.

Section 2. That the Secretary is authorized and directed to prepare, publish and distribute the Notice of Hearing.

PASSED AND APPROVED this 26 day of May 2020.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____
Nancy Humbles, Board President

Attest:

By: _____
Laurel Day, Board Secretary

PURCHASE AGREEMENT

FOR AND IN CONSIDERATION OF One Dollar (\$1.00) in hand paid, receipt of which is hereby acknowledged, Cedar Rapids Community School District, in the County of Linn, State of Iowa, OWNER, (hereinafter referred to as GRANTOR) of the following described property:

A part of the SE ¼ of the SE ¼ of Section 30, Township 83 North, Range 7 West of the 5th P.M.,
Linn County, Iowa

hereby agrees to grant to the City of Cedar Rapids, Iowa (hereinafter referred to as CITY), a perpetual and continual easement on a portion of the above described property located at 1243 20th Street SW, more particularly described as follows:

See Attached Permanent Storm Sewer Easement Exhibit

upon the following conditions, to-wit:

1. The area disturbed by the project will be graded, shaped and seeded upon completion of the project by the CITY.
2. The GRANTOR agrees to provide the necessary Easement for Storm Sewer and Temporary Grading Easement for Construction to the CITY for mutual benefit for the Chandler Street SW and 20th Street SW Pavement and Water Main Improvements – Phase 2 project.
3. The compensation and rights herein described shall be binding upon the GRANTOR, its heirs and assigns.
4. That the permission is valid for the area described above.
5. GRANTOR grants and warrants that there is no known burial site(s), well(s), solid waste disposal site(s), hazardous substance(s), nor underground storage tank(s) on the premises described and sought herein.
6. The GRANTOR shall have five-years from the date of said settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this contract as required by Section 6B.52 of the Code of Iowa.
7. This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original and which together shall constitute one and the same instrument. In addition, the parties agree that this Agreement may be executed by electronic, pdf or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Signed this _____ day of _____, 20____.

Cedar Rapids Community School District, in the County of Linn, State of Iowa:

Nancy J. Humbles, Board President

Laurel A. Day, Board Secretary

Recommended for Approval

Rita Rasmussen Date
Real Estate Services Manager

Randy Hartman Date
City Contract Manager

CITY OF CEDAR RAPIDS, IOWA

By: Jeffrey A. Pomeranz Date
City Manager

Attested By: Amy Stevenson Date
City Clerk

EASEMENT FOR STORM SEWER

This instrument made this ___ day of _____20___, by Cedar Rapids Community School District, in the County of Linn, State of Iowa, OWNER, (hereinafter referred to as GRANTOR) of the following described property:

A part of the SE ¼ of the SE ¼ of Section 30, Township 83 North, Range 7 West of the 5th P.M., Linn County, Iowa

WHEREAS, the OWNER in fee simple of the real property known and described as set out above is the GRANTOR, and

WHEREAS, the City of Cedar Rapids, Iowa, (hereinafter referred to as GRANTEE) proposes to construct a storm sewer upon and under a portion of the above real property owned by the GRANTOR, and

WHEREAS, the GRANTOR has agreed to give to the GRANTEE, a perpetual and continual easement for the purpose of constructing, reconstructing and maintaining said storm sewer upon a portion of the real property of the GRANTOR, for consideration of \$1.00 and other valuable considerations duly paid and acknowledged.

THEREFORE, for the above consideration the GRANTOR hereby grants unto the GRANTEE and its assigns a perpetual and continual easement for the purpose of constructing, reconstructing and maintaining said storm sewer upon and under the following portions of the above described property:

See Attached Permanent Storm Sewer Easement Exhibit

The GRANTOR further agrees to erect no buildings, obstructions or other improvements upon or under the property covered by this Easement which would interfere with the construction, reconstruction or maintenance of said storm sewer without first obtaining permission from the GRANTEE,

The Easement and rights herein described shall be binding upon the GRANTOR, its heirs and assigns.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Cedar Rapids Community School District, in the County of Linn, State of Iowa:

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ } ss:

On this ____ day of _____, A.D. 20____, before me, the undersigned, a Notary Public in and for said State, personally _____

_____ To me personally known
Or _____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

Notary Public in and for the State of _____

(SEAL)

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
- Titles of Corporate Officer(s): _____
- _____
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNERSHIP: Limited_Gen'l
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or
- CONSERVATOR(s)
- OTHER: _____

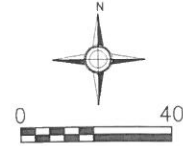
SIGNER IS REPRESENTING:

Names of entity(ies) or person(s)

PERMANENT STORM SEWER EASEMENT EXHIBIT

CHANDLER STREET SW AND 20TH STREET SW
PAVEMENT AND WATER MAIN IMPROVEMENTS - PHASE 2
CITY PROJECT NO. 3012089-04

Prepared by R. Rodney Klien Anderson-Bogert Engineers & Surveyors, Inc.
4001 River Ridge Dr. N.E. Cedar Rapids, Iowa 52402 (319) 377-4629



- NOTES:**
1. DISTANCES ARE IN FEET AND DECIMALS THEREOF.
 2. BEARINGS HEREON ARE BASED UPON IOWA STATE PLANE NAD 83 NORTH ZONE.
 3. 0.01 ACRES (100 SQ.FT.) OF PROPOSED DRAINAGE EASEMENT LIES WITHIN EXISTING 10.00 FOOT UTILITY EASEMENT FILED IN BOOK 8861, PAGE 1 OF THE COUNTY RECORDER.

PROPRIETOR:
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
GPN: 14304-76001-00000

Legal Description

PART OF THE SE 1/4 SE 1/4 OF SECTION 30, TOWNSHIP-83-NORTH, RANGE-7-WEST OF THE 5TH P.M., LINN COUNTY, IOWA FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERN MOST CORNER OF LOT 6, WESTLAND HEIGHTS THIRD ADDITION TO CEDAR RAPIDS, IOWA;

THENCE N42°45'55"E ALONG THE SOUTHEASTERLY LINE OF SAID LOT 6, 10.00 FEET;

THENCE S47°14'05"E, 50.00 FEET;

THENCE S42°45'55"W, 10.00 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF 20TH STREET SW;

THENCE N47°14'05"W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, 50.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.01 ACRES (500 SQ.FT.) MORE OR LESS.

SUBJECT TO EXISTING EASEMENTS AND RESTRICTIONS OF RECORD.

PERMANENT STORM SEWER
EASEMENT EXHIBIT
Project Number: 216007

PARCEL 74
1243 20TH STREET SW

Drawn By: AWS
Date: 05/14/20
Field Book #323

Approved By: RBK
Scale: 1"=40'

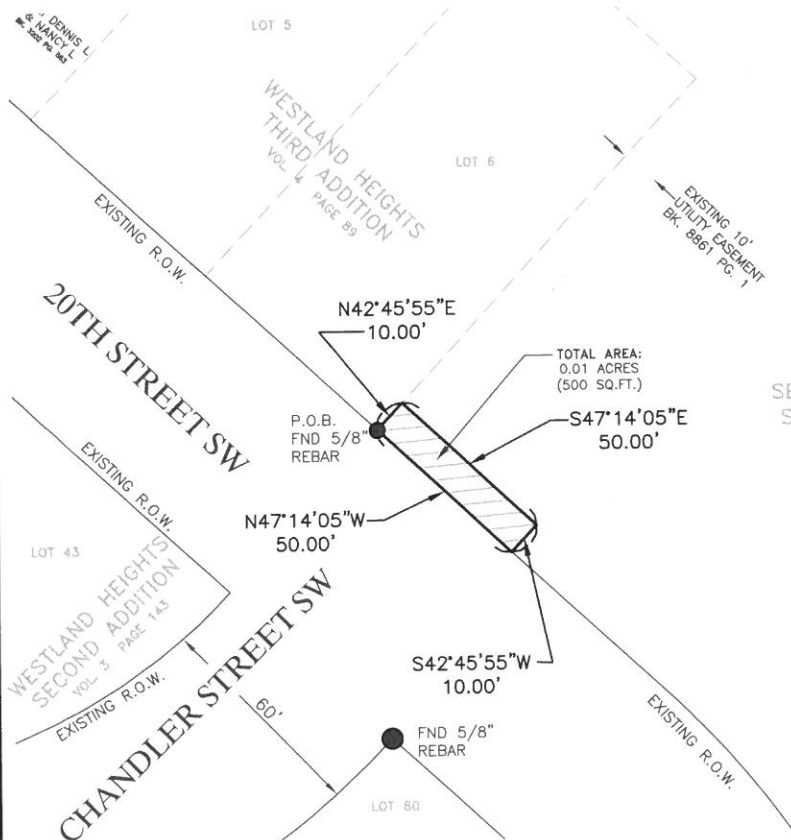


Client:

ANDERSON-BOGERT

Sheet No.
1
Of
1

T:\ACAD\216007\Phase 2\Easements\Parcel 74 - 1243 20TH ST SW (PERM).dwg 5-14-20 04:50:38 PM AWS366



Legend

- Boundary Line
- Adjoining Lot Line
- Section Line
- Building Setback Line
- Found 1/2" Rebar
- Set 1/2"x30" Rebar
- w/Orange Cap #188646
- Set Section/Quarter Corner
- Found Section/Quarter Corner
- Measured
- Record
- Permanent Storm Sewer

PURCHASE AGREEMENT

FOR AND IN CONSIDERATION OF One Dollar (\$1.00) in hand paid, receipt of which is hereby acknowledged, Cedar Rapids Community School District, in the County of Linn, State of Iowa, OWNER, (hereinafter referred to as GRANTOR) of the following described property:

A part of the SE ¼ of the SE ¼ of Section 30, Township 83 North, Range 7 West of the 5th P.M.,
Linn County, Iowa

hereby agrees to grant to the City of Cedar Rapids, Iowa (hereinafter referred to as CITY), a perpetual and continual easement on a portion of the above described property located at 1243 20th Street SW, more particularly described as follows:

See Attached Permanent Storm Sewer Easement Exhibit
See Attached Permanent Water Main Easement Exhibit

upon the following conditions, to-wit:

1. The area disturbed by the project will be graded, shaped and seeded upon completion of the project by the CITY.
2. The GRANTOR agrees to provide the necessary Easement for Storm Sewer, Easement for Water Main and Temporary Grading Easement for Construction to the CITY for mutual benefit for the Chandler Street SW from 18th Street SW to 10th Avenue SW Pavement and Water Main Improvements – Phase 1 project.
3. Except for emergency repairs, the CITY agrees to contact the GRANTOR to coordinate scheduling of maintenance or improvements to the storm sewer and water main to avoid disruptions of the academic and/or athletic activities at the site.
4. If the CITY is unable to restore the athletic complex to its previous condition before construction and maintenance, the CITY will reimburse the GRANTOR the expense for restoration of the athletic complex completed by a company capable of restoring an athletic complex, hired by the GRANTOR. The GRANTOR shall provide a quote for the necessary restoration work for the athletic complex and upon CITY approval, the work will be completed. The GRANTOR will provide an invoice for the restoration work completed and the CITY will issue payment for that amount.
5. The compensation and rights herein described shall be binding upon the GRANTOR, its heirs and assigns.
6. That the permission is valid for the area described above.
7. GRANTOR grants and warrants that there is no known burial site(s), well(s), solid waste disposal site(s), hazardous substance(s), nor underground storage tank(s) on the premises described and sought herein.
8. The GRANTOR shall have five-years from the date of said settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this contract as required by Section 6B.52 of the Code of Iowa.
9. This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original and which together shall constitute one and the same instrument. In addition, the parties agree that this Agreement may be executed by electronic, pdf or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Signed this _____ day of _____, 20____.

Cedar Rapids Community School District, in the County of Linn, State of Iowa:

Recommended for Approval

Rita Rasmussen	Date
Real Estate Services Manager	

Randy Hartman	Date
City Contract Manager	

CITY OF CEDAR RAPIDS, IOWA

By: Jeffrey A. Pomeranz	Date
City Manager	

Attested By: Amy Stevenson	Date
City Clerk	

EASEMENT FOR STORM SEWER

This instrument made this ___ day of _____ 20___, by Cedar Rapids Community School District, in the County of Linn, State of Iowa, OWNER, (hereinafter referred to as GRANTOR) of the following described property:

A part of the SE ¼ of the SE ¼ of Section 30, Township 83 North, Range 7 West of the 5th P.M., Linn County, Iowa

WHEREAS, the OWNER in fee simple of the real property known and described as set out above is the GRANTOR, and

WHEREAS, the City of Cedar Rapids, Iowa, (hereinafter referred to as GRANTEE) proposes to construct a storm sewer upon and under a portion of the above real property owned by the GRANTOR, and

WHEREAS, the GRANTOR has agreed to give to the GRANTEE, a perpetual and continual easement for the purpose of constructing, reconstructing and maintaining said storm sewer upon a portion of the real property of the GRANTOR, for consideration of \$1.00 and other valuable considerations duly paid and acknowledged.

THEREFORE, for the above consideration the GRANTOR hereby grants unto the GRANTEE and its assigns a perpetual and continual easement for the purpose of constructing, reconstructing and maintaining said storm sewer upon and under the following portions of the above described property:

See Attached Permanent Storm Sewer Easement Exhibit

The GRANTOR further agrees to erect no new buildings, obstructions or other improvements upon or under the property covered by this Easement which would interfere with the construction, reconstruction or maintenance of said storm sewer without first obtaining permission from the GRANTEE, and

The GRANTEE except for emergency repairs, agrees to contact the GRANTOR to coordinate scheduling of maintenance or improvements to the storm sewer to avoid disruptions of the academic and/or athletic activities at the site, and

If the GRANTEE is unable to restore the athletic complex to its previous condition before construction and maintenance, the GRANTEE will reimburse the GRANTOR the expense for restoration of the athletic complex completed by a company capable of restoring an athletic complex, hired by the GRANTOR. The GRANTOR shall provide a quote for the necessary restoration work of the athletic complex and upon the GRANTEE's approval, the work will be completed. The GRANTOR will provide an invoice for the restoration work completed and the GRANTEE will issue payment for that amount, and

The Easement and rights herein described shall be binding upon the GRANTOR, its heirs and assigns.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Cedar Rapids Community School District, in the County of Linn, State of Iowa:

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ } ss:

On this ____ day of _____, A.D. 20____, before me, the undersigned, a Notary Public in and for said State, personally _____

_____ To me personally known

Or _____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

Notary Public in and for the State of _____

(SEAL)

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
- Titles of Corporate Officer(s): _____
- _____
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNERSHIP: Limited Gen'l
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or
- CONSERVATOR(s)
- OTHER: _____

SIGNER IS REPRESENTING:

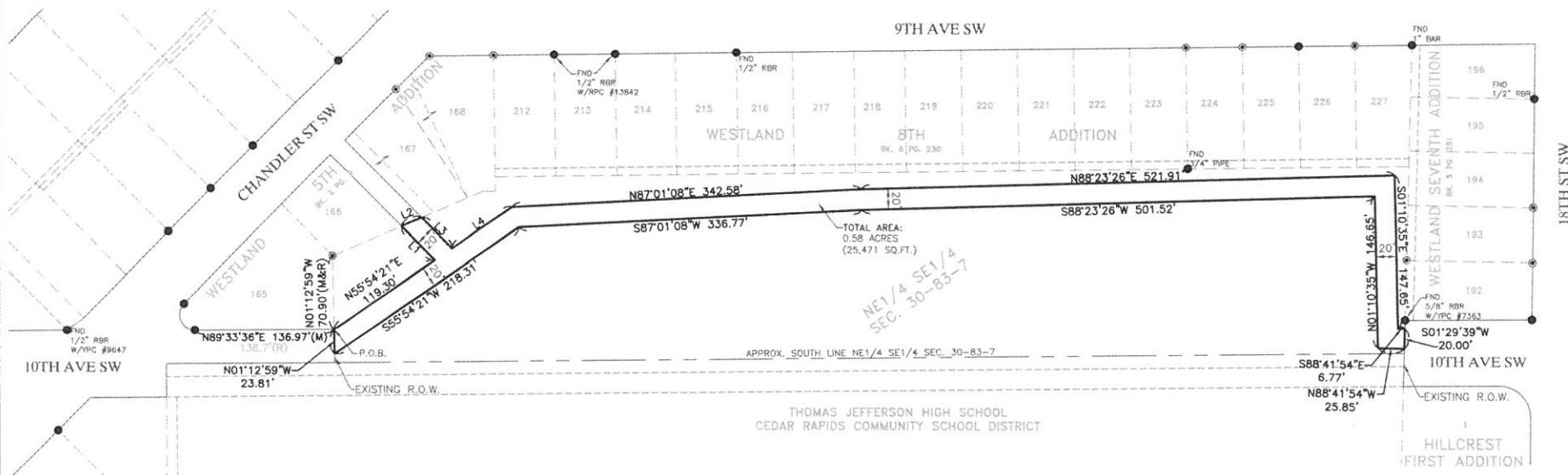
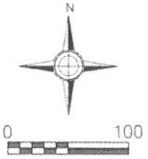
Names of entity(ies) or person(s)

PERMANENT STORM SEWER EASEMENT EXHIBIT

CHANDLER STREET SW FROM 18TH STREET SW TO 10TH AVENUE SW
PAVEMENT AND WATER MAIN IMPROVEMENTS - PHASE I-B

CITY PROJECT NO. 3012089

Prepared by R. Rodney Kliken Anderson-Bogert Engineers & Surveyors, Inc. 4001 River Ridge Dr. N.E. Cedar Rapids, Iowa 52402 (319) 377-4629



Legal Description

PERMANENT STORM SEWER EASEMENT OVER PART OF THE NE1/4 SE1/4 OF SECTION 30, TOWNSHIP-83-NORTH, RANGE-7-WEST OF THE 5TH P.M., CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 165, WESTLAND 5TH ADDITION;

- THENCE N55°54'21"E, 119.30 FEET;
- THENCE N45°04'04"W, 46.19 FEET TO THE SOUTHEASTERLY LINE OF WESTLAND FIFTH ADDITION;
- THENCE N67°03'34"E ALONG SAID SOUTHEASTERLY LINE, 21.59 FEET;
- THENCE S45°04'04"E, 41.93 FEET;
- THENCE N55°54'21"E, 71.28 FEET;
- THENCE N87°01'08"E, 342.58 FEET;
- THENCE N88°23'26"E, 521.91 FEET;
- THENCE S01°10'35"E, 147.65 FEET;
- THENCE S88°41'54"E, 6.77 FEET TO THE WEST LINE OF WESTLAND SEVENTH ADDITION;
- THENCE S01°29'39"W ALONG SAID WEST LINE, 20.00 FEET;
- THENCE N88°41'54"W, 25.85 FEET;
- THENCE N01°10'35"W, 146.65 FEET;
- THENCE S88°23'26"W, 501.52 FEET;
- THENCE S87°01'08"W, 336.77 FEET;
- THENCE S55°54'21"W, 218.31 FEET TO THE EAST LINE OF WESTLAND FIFTH ADDITION;
- THENCE N01°12'59"W ALONG SAID EAST LINE, 23.81 FEET TO THE POINT OF BEGINNING CONTAINING 0.58 ACRES (25,471 SQ.FT.) MORE OR LESS.

SUBJECT TO EXISTING EASEMENTS AND RESTRICTIONS OF RECORD.

NOTES:

1. DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. BEARINGS HEREON ARE BASED UPON IOWA STATE PLANE NAD 83 NORTH ZONE.

PROPRIETOR:
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
2500 EDGEWOOD ROAD NW
CEDAR RAPIDS, IA 52405
GPN: 14304-76001-00000

LINE	BEARING	LENGTH
L1	N45°04'04"W	46.19'
L2	N67°03'34"E	21.59'
L3	S45°04'04"E	41.93'
L4	N55°54'21"E	71.28'

Legend

- Boundary Line ————
- Adjoining Lot Line - - - - -
- Section Line ————
- Building Setback Line ————
- Found 5/8" Rebar (Unless Noted) ○
- Found 1" Pipe ●
- Set 1/2"x30" Rebar ○
- w/Orange Cap #18646 ○
- Set Section/Quarter Corner ▲
- Found Section/Quarter Corner ▲
- Measured (M) (M)
- Record (R) (R)

PERMANENT STORM SEWER EASEMENT EXHIBIT
Project Number: 216007

1243 20TH ST SW

Drawn By: MLS
Date: 05/15/20
Field Book: #223



Client:
ANDERSON-BOGERT

Sheet No.
1
Of
1

T:\ACAD\216007\Phase 1\Easements\jefferson high school easement-water_storm.dwg 5-15-20 08:36:29 AM AWS366

EASEMENT FOR WATER MAIN

This instrument made this ___ day of _____ 20___, by Cedar Rapids Community School District, in the County of Linn, State of Iowa, OWNER, (hereinafter referred to as GRANTOR) of the following described property:

A part of the SE ¼ of the SE ¼ of Section 30, Township 83 North, Range 7 West of the 5th P.M., Linn County, Iowa

WHEREAS, the OWNER in fee simple of the real property known and described as set out above is the GRANTOR, and

WHEREAS, the City of Cedar Rapids, Iowa, (hereinafter referred to as GRANTEE) proposes to construct a water main upon and under a portion of the above real property owned by the GRANTOR, and

WHEREAS, the GRANTOR has agreed to give to the GRANTEE, a perpetual and continual easement for the purpose of constructing, reconstructing and maintaining said water main upon a portion of the real property of the GRANTOR, for consideration of \$1.00 and other valuable considerations duly paid and acknowledged.

THEREFORE, for the above consideration the GRANTOR hereby grants unto the GRANTEE and its assigns a perpetual and continual easement for the purpose of constructing, reconstructing and maintaining said water main upon and under the following portions of the above described property:

See Attached Permanent Water Main Easement Exhibit

The GRANTOR further agrees to erect no new buildings, obstructions or other improvements upon or under the property covered by this Easement which would interfere with the construction, reconstruction or maintenance of said water main without first obtaining permission from the GRANTEE, and

The GRANTEE except for emergency repairs, agrees to contact the GRANTOR to coordinate scheduling of maintenance or improvements to the water main to avoid disruptions of the academic and/or athletic activities at the site, and

If the GRANTEE is unable to restore the athletic complex to its previous condition before construction and maintenance, the GRANTEE will reimburse the GRANTOR the expense for restoration of the athletic complex completed by a company capable of restoring an athletic complex, hired by the GRANTOR. The GRANTOR shall provide a quote for the necessary restoration work of the athletic complex and upon the GRANTEE's approval, the work will be completed. The GRANTOR will provide an invoice for the restoration work completed and the GRANTEE will issue payment for that amount, and

The Easement and rights herein described shall be binding upon the GRANTOR, its heirs and assigns.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Cedar Rapids Community School District, in the County of Linn, State of Iowa:

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ } ss:

On this ____ day of _____, A.D. 20____, before me, the undersigned, a Notary Public in and for said State, personally _____

____ To me personally known

Or ____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

Notary Public in and for the State of _____

(SEAL)

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
- Titles of Corporate Officer(s): _____
- _____
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNERSHIP: Limited_Gen'l
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or
- CONSERVATOR(s)
- OTHER: _____

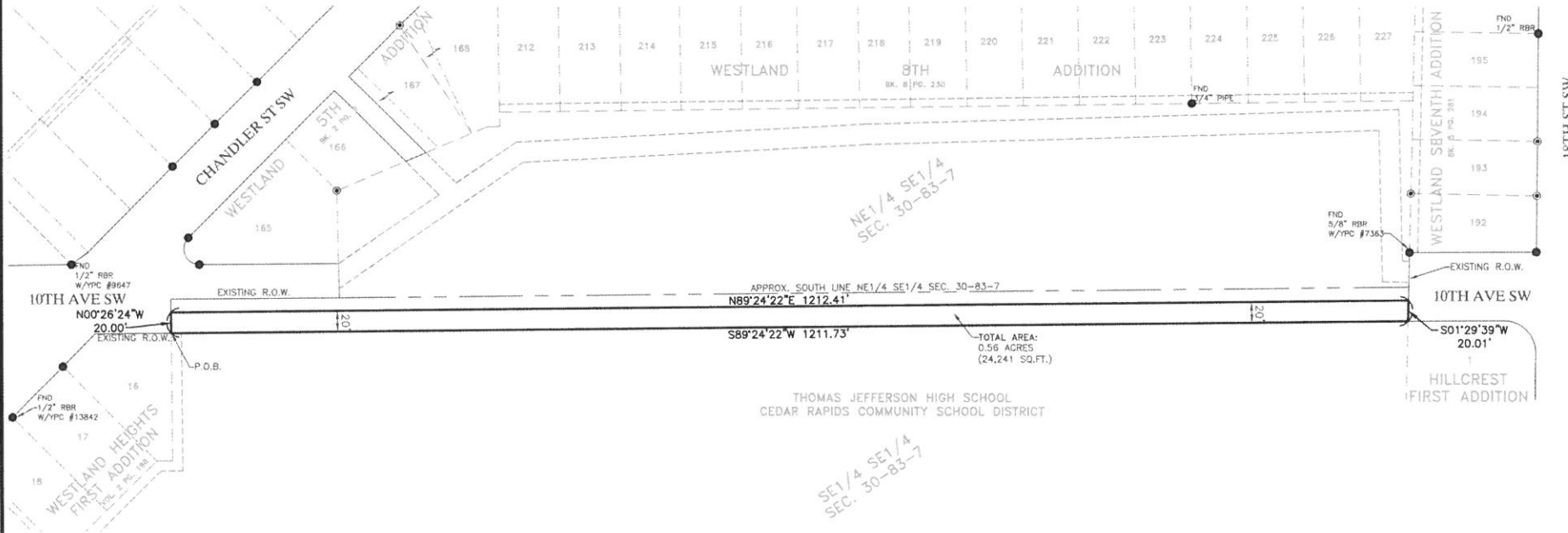
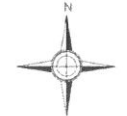
SIGNER IS REPRESENTING:
Names of entity(ies) or person(s)

PERMANENT WATER MAIN EASEMENT EXHIBIT

CHANDLER STREET SW FROM 18TH STREET SW TO 10TH AVENUE SW
PAVEMENT AND WATER MAIN IMPROVEMENTS - PHASE I-B

CITY PROJECT NO. 3012089

Prepared by R. Rodney Klien Anderson-Bogert Engineers & Surveyors, Inc. 4001 River Ridge Dr. N.E. Cedar Rapids, Iowa 52402 (319) 377-4629



Legal Description

PERMANENT WATER MAIN EASEMENT OVER PART OF THE SE1/4 SE1/4 OF SECTION 30, TOWNSHIP-83-NORTH, RANGE-7-WEST OF THE 5TH P.M., CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA FURTHER DESCRIBED AS FOLLOWS:

- BEGINNING AT THE NORTHEAST CORNER OF LOT 16, WESTLAND HEIGHTS FIRST ADDITION;
- THENCE N00°26'24"W ALONG THE EAST LINE OF SAID WESTLAND HEIGHTS FIRST ADDITION, 20.00 FEET;
- THENCE N89°24'22"E, 1212.41 FEET TO THE WEST LINE OF WESTLAND SEVENTH ADDITION;
- THENCE S01°29'39"W ALONG SAID WEST LINE, 20.01 FEET TO THE NORTHWEST CORNER OF LOT 1, HILLCREST FIRST ADDITION;
- THENCE S89°24'22"W, 1211.73 FEET TO THE POINT OF BEGINNING CONTAINING 0.56 ACRES (24,241 SQ.FT.) MORE OR LESS.

SUBJECT TO EXISTING EASEMENTS AND RESTRICTIONS OF RECORD.

- NOTES:**
1. DISTANCES ARE IN FEET AND DECIMALS THEREOF.
 2. BEARINGS HEREON ARE BASED UPON IOWA STATE PLANE NAD 83 NORTH ZONE.

PROPRIETOR:
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
2500 EDGEWOOD ROAD NW
CEDAR RAPIDS, IA 52405
GPN: 14304-76001-00000

Legend

- Boundary Line —————
- Adjoining Lot Line - - - - -
- Section Line ————
- Building Setback Line - - - - -
- Found 5/8" Rebar (Unless Noted) ○
- Found 1" Pipe ●
- Set 1/2"x30" Rebar ○
- w/Orange Cap #18646 ○
- Set Section/Quarter Corner ▲
- Found Section/Quarter Corner △
- Measured (M)
- Record (R)

PERMANENT WATER MAIN
EASEMENT EXHIBIT
Project Number: 216007

12-45 20TH ST SW

Drawn By: M.S. Approved By: RHR
Date: 05/15/20 Scale: 1"=100'
Field Book E223



ANDERSON-BOGERT
ENGINEERS & SURVEYORS

Sheet No.
1
OF
1

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ADMINISTRATION

BA-20-328 **Approval – Fiscal Year 2019-2020 Budget Amendment (David Nicholson)**

Exhibit: BA-20-328.1-2

Action Item

Pertinent Fact(s):

1. In order to spend the beginning fund balances and unanticipated miscellaneous income, we traditionally amend the current budget which was certified in April 2019. We are limited in the spending of funds received by the school finance formula and by our Board approved budget certification. Therefore, we amend our budget to a level high enough to permit the spending of miscellaneous income received throughout the year. **If such miscellaneous income does not materialize this year, our legal spending level will be reduced automatically. No additional taxes will be levied as a result of this amendment.**
2. The budget certification has four legal expenditure classifications for all of the District funds taken as a whole, including the General Fund, Management Fund, PPEL Fund, Capital Projects Funds, Debt Service Fund, Student Activity Fund, Food & Nutrition Fund and Day Care Fund. Each classification has been amended to a level sufficient to allow the District to spend beginning balances and unanticipated miscellaneous income. In addition, Other Expenditures was increased for the refinancing of \$30 million dollars of Save bonds. **Amending the budget in this fashion on an annual basis allows the district to comply with the Code of Iowa, which requires that school district expenditures not exceed the “published” budget in any one of the four functional areas.**
3. It is proposed that the FY2020 budget be amended in the four expenditure classifications as presented in the exhibit.

Recommendation:

It is recommended that the Board of Education approve the Fiscal Year 2019-2020 Budget Amendment.

ADJOURNMENT – President Nancy Humbles

Department of Management
Form S-A Publication

NOTICE OF PUBLIC HEARING
Cedar Rapids School District
AMENDMENT OF CURRENT BUDGET
FISCAL YEAR 2019/2020

Date of Public Hearing: May 26, 2020
Time of Public Hearing: 5:30 PM
Location of Public Hearing:
ELSC - 2500 Edgewood Rd NW - Cedar Rapids, IA 52405
Building Closed to the Public. Public Live Stream Video Link.
<https://www.youtube.com/EngageCRSchools/>
Public Comment: Phonenumber During Meeting 319-558-2000
Email lday@crschools.us until 5pm before meeting.

The Board of Directors will conduct a public hearing at the above-noted time and place for the purpose of amending the current school budget by changing estimates of expenditures in the following areas by the following amounts:

Area	From	To	Reasons
Instruction	152,076,800	154,906,800	Adj for use of fund bal increase in Miscellaneous Income
Total Support Services	78,057,295	87,016,442	Adj for COVID19 / estimated support services expense
Noninstructional Programs	13,549,144	14,814,264	Adjusted for estimated annual expenses
Total Other Expenditures	25,229,692	70,050,793	Adj for construct of new ElemSch and bond refinancing

This change in estimates of expenditures will be financed from increased receipts and balances not budgeted or considered in the current budget. There will be no increase in taxes to be paid in the fiscal year ending June 30, 2020. At the hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed amendment. A detailed statement of additional receipts other than taxes, balances on hand at the close of the preceding fiscal year, and proposed expenditures, both past and anticipated, will be available at the hearing.

Department of Management
Form S-A Adopted

**AMENDMENT OF CURRENT BUDGET
FISCAL YEAR 2019/2020
Cedar Rapids School District
Record of Hearing and Adoption of Budget Amendment**

The Board of Directors met in session for the purpose of amending the current school budget. There was present a quorum as required by law. The Board found that the notice of time and place of hearing had been published as required by law and that the affidavit of publication was on file with the county auditor. After hearing all taxpayers to be heard, the Board adopted the amendment by changing estimates of expenditures in the following areas by the following amounts:

Date of Hearing: May 26, 2020
Date of Publication: May 16, 2020

Area	From	To	Reasons
Instruction	152,076,800	154,906,800	Adj for increase in Misc Income
Total Support Services	78,057,295	87,016,442	Adj for COVID19 and alignmt of supp services exp
Noninstructional Programs	13,549,144	14,814,264	Adj for estimated annual exp
Total Other Expenditures	25,229,692	70,050,793	Adj for construct of new ElemSch and bond refinancing

District Secretary _____