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.

Approve and authorize Chair to sign a Vacancy Form requesting a Planner II for the Planning and Development Department

Approve and authorize Chair to sign a Vacancy Form requesting a Senior Planner for the Planning and Development Department

Reports

Resolutions
Resolution for Iowa Department of Natural Resources (IDNR) Construction Evaluation to evaluate every construction permit application for a proposed confinement feeding operation structure received by the Board of Supervisors between February 1, 2020 and January 31, 2021.

Contract and Agreements
Approve and authorize Chair to sign an Iowa Department of Transportation (IDOT) Preconstruction Agreement for Primary Road Project NHSX-013-1(53)—3H-57, Portland Cement Concrete pavement, grade and replace on Iowa 13 southbound from 1 mile north of County Home Road to 2 miles south of Central City. The County’s cost will be $30,000 for a paved fillet at the intersection of Austin Rd.

Approve and authorize Chair to sign a request to submit a grant proposal to the Iowa Child Abuse Prevention Program (ICAPP), in the amount of up to $50,000.

Authorize rental of a ballot scanner from Election Systems and Software (ES&S) for the 2020 general election, in the amount of $20,650.

Approve and authorize Chair to sign the 2019 Weed Commissioner’s Report

Approve and authorize Chair to sign the 2020 County Weed Commissioner Certification Form
Approve and authorize Chair to sign the **Second Amendment to Lease Agreement** between Linn County and Abbe Center for Community Mental Health for part of the "Fillmore Building" located at 520 11th Street NW, Cedar Rapids, extending the lease term for six months from January 1, 2020 through June 30, 2020.

Approve and authorize Chair to sign a 39 month lease agreement with Cedar Rapids Photo Copy at $615.62 a month for 2 copiers for the Department of Human Services (DHS).

Approve and authorize Chair to sign a purchase order #5605 for $6,466.71 for software and software maintenance for IT to allow the City’s Assessor’s Office to access the Tyler Incode tax system.

**Licenses & Permits**

**Regular Agenda**

**Discuss and Decide on Consent Agenda**

**Minutes**
Discuss and decide on meeting minutes.

Second Consideration on an ordinance amending the Code of Ordinances, Linn County, Iowa by amending provisions in Chapter 107, [Unified Development Code](#).

Discuss a contract for professional services for an opinion of probable cost regarding service window security at the Public Service Center.

Discuss and decide on Board of Supervisors committee and liaison assignments.

**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.

**Claims**
Discuss and decide on claims.

**Board Member Reports**

**Legislative Update**

**Correspondence**

**Appointments**

**1:30**

**Informal Board Room**

Review of proposed Fiscal Year 2021 budget for the Sheriff

Other budget discussions if necessary.

**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@linncounty.org.
VACANCY FORM

SELECT ONE:
☐ NEW POSITION

SELECT ONE:
☐ NEW JOB CLASSIFICATION

JOB TITLE: Planner II

DEPARTMENT: Planning & Development

VACANCY DATE: 12/20/19

REASON TO ADD NEW POSITION (if applicable):
☐ BUDGET OFFER
☐ GRANT FUNDING
☐ OTHER: ____________________________

POST TO INSIDE: ☐ YES ☐ NO

ADVERTISE: ☐ YES ☐ NO

IF NO, GIVE EXPLANATION (i.e. not filling due to operational needs): ____________________________

POSITION TYPE:
☐ FULL-TIME ☐ PART-TIME ___# of hours/week ☐ TEMPORARY/SEASONAL
☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED
☐ BARGAINING UNIT: ☐ Clerical ☐ Maintenance ☐ Para Professional ☐ Professional
  ☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME
☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: ____________________________

DEPARTMENT HEAD (original signature required) 12/18/19

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: 3B Schedule B STARTING SALARY: Step A = $26.36

HR DIRECTOR COMMENTS: ____________________________

FINANCE/BUDGET DIRECTOR COMMENTS: ____________________________

APPROVED BY: ____________________________

HUMAN RESOURCES DIRECTOR 12-19-19

APPROVED BY: ____________________________

FINANCE/BUDGET DIRECTOR 12/23/19

APPROVED BY: ____________________________

CHAIRPERSON/BOARD OF SUPERVISORS
VACANCY FORM

SELECT ONE:
☑ NEW POSITION
☐ REPLACEMENT
☑ REPLACES: __________________________
☐ EXISTING JOB CLASSIFICATION

SELECT ONE:
☐ NEW JOB CLASSIFICATION

JOB TITLE: Senior Planner

DEPARTMENT: Planning & Development

VACANCY DATE: 12/20/19

SHIFT/HOURS: Monday - Friday 8-5

NUMBER OF POSITIONS: 1

NEW POSITION FUNDING SOURCE(S):

POST TO INSIDE: ☑ YES  ☐ NO

ADVERTISE: ☑ YES  ☐ NO

IF NO, GIVE EXPLANATION (i.e. not filling due to operational needs):

 POSITION TYPE:
☑ FULL-TIME  ☐ PART-TIME  # of hours/week  ☐ TEMPORARY/SEASONAL
☐ ON-CALL/SUBSTITUTE  ☐ GRANT-FUNDED
☐ BARGAINING UNIT: ☑ Clerical  ☐ Maintenance  ☑ Para Professional  ☑ Professional
  ☐ Attorneys  ☐ Conservation  ☐ Sergeants  ☐ PPME
☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: ____________________________  12/13/19

DEPARTMENT HEAD (original signature required)

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: 39 Schedule B  STARTING SALARY: Step A = $28,39

HR DIRECTOR COMMENTS:

FINANCE/BUDGET DIRECTOR COMMENTS:

APPROVED BY: ____________________________  12/19/19

HUMAN RESOURCES DIRECTOR

APPROVED BY: ____________________________  12/23/19

FINANCE/BUDGET DIRECTOR

APPROVED BY: ____________________________

CHAIRPERSON/BOARD OF SUPERVISORS
RESOLUTION #__________

CONSTRUCTION EVALUATION RESOLUTION

WHEREAS, Iowa Code section 459.304(3) sets out the procedure if a board of supervisors wishes to adopt a “construction evaluation resolution” relating to the construction of a confinement feeding operation structure; and

WHEREAS, only counties that have adopted a construction evaluation resolution can submit to the Department of Natural Resources (DNR) an adopted recommendation to approve or disapprove a construction permit application regarding a proposed confinement feeding operation structure; and

WHEREAS, only counties that have adopted a construction evaluation resolution and submitted an adopted recommendation may contest the DNR’s decision regarding a specific application; and

WHEREAS, by adopting a construction evaluation resolution the board of supervisors agrees to evaluate every construction permit application for a proposed confinement feeding operation structure received by the board of supervisors between February 1, 2020 and January 31, 2021 and submit an adopted recommendation regarding that application to the DNR; and

WHEREAS, the board of supervisors must conduct an evaluation of every construction permit application using the master matrix created in Iowa Code section 459.305, but the board’s recommendation to the DNR may be based on the final score on the master matrix or may be based on reasons other than the final score on the master matrix;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF LINN COUNTY that the Board of Supervisors hereby adopts this construction evaluation resolution pursuant to Iowa Code section 459.304(3).

_____________________________
Chair, Board of Supervisors

Date: ________________________

ATTEST:

_____________________________________
Joel Miller, County Auditor

Date: __________________________
IOWA DEPARTMENT OF TRANSPORTATION
Preconstruction Agreement
For Primary Road Project

County: Linn
Project No.: NHSX-013-1(53)--3H-57
Iowa DOT Agreement No.: 2020-C-048
Staff Action No.: N/A

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Linn County, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to Iowa 13 within Linn County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

a. The DOT will design, let, and inspect construction of the following described project in accordance with the project plans and DOT standard specifications:

   Portland Cement Concrete (PCC) pavement, grade and replace on Iowa 13 southbound from 1 mile north of County Home Road to 2 miles south of Central City.

b. Upon completion of construction, the LPA agrees to accept ownership and jurisdiction of the following referenced improvements. The LPA shall also assume responsibility for all future maintenance operations associated therewith, all at no additional expense or obligation to the DOT:

   i. Prairie Chapel Road will be reconstructed from station 11313+25 to station 11316+83.81. A 30 foot wide roadway with a 24' wide granular surface will be constructed.

   ii. Austin Road will be reconstructed. A 30' wide roadway with a 24 foot wide granular surface will be constructed from station 21369+25 to station 21369+63.46. A 30 foot wide roadway with 30 foot wide PCC pavement will be constructed from station 21369+63.46 to station 21370+22.21. The LPA shall be responsible for the cost of this paved fillet as shown in Exhibit B.

   iii. Indian Bridge Road will be reconstructed from station 31418.75 to station 31423+64.30. A 30 foot wide roadway with a 24 foot wide granular surface will be constructed.

   iv. Turner Road will be reconstructed from station 41449+25 to station 41450+30. A 30 foot wide roadway with a 24 foot wide granular surface will be constructed.

   v. Burnett Station Road will be reconstructed from station 51471+25 to station 51477+19.32. A 40 foot wide roadway with 28 foot wide PCC pavement and 6 foot wide granular shoulders will be

2020-C-048_LinnCo.docx 1
Round Grove Road will be reconstructed from Sta. 71526+00 to Sta. 71530+28.63. A 30 foot wide roadway with a 24" wide granular surface will be constructed.

2. Project Costs

a. The LPA shall reimburse the DOT for its share of the project costs estimated at $30,000, as shown in Exhibit B. The amount paid by the LPA upon completion of construction and proper billing by the DOT will be determined by the actual quantities in place and the accepted bid at the contract letting.

b. The DOT will bear all costs except those allocated to the LPA under other terms of this Agreement.

3. Traffic Control

a. Iowa 13 through-traffic will be maintained during the construction.

b. If it becomes necessary to temporarily close LPA side roads during construction, the DOT will furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the project also at no expense or obligation to the LPA. The DOT will work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project related LPA road closures will be the responsibility of the LPA at no expense or obligation to the DOT.

c. If this project causes the temporary closure of a road during construction, the DOT shall meet with the LPA to determine whether said closure(s) will cause increased traffic on other LPA roads. The DOT and the LPA shall determine a plan, and the costs thereof, for the LPA to perform dust control on said LPA roads with increased traffic, should dust control become necessary. In that event, the LPA shall inform the DOT prior to performing said dust control. The DOT shall reimburse the LPA for the cost of said dust control measures following the receipt of a bill for the agreed upon costs (see Iowa Code section 313.4 subsection 1.b.).

4. Right of Way and Permits

a. The DOT will be responsible for the coordination of utility facility adjustments for the primary road project.

b. In connection with this project any real estate and rights to real estate necessary for right of way at the connection of any public road and a primary highway project, any access road or frontage road, or any permanent utility easements which are or which will be under the jurisdiction of the LPA may be acquired by the DOT, for and in the name of the LPA. Where acquired by contract the LPA will receive title from the contract seller and the LPA will accept title thereto. Where acquired by condemnation, a single joint condemnation proceeding will be instituted by the DOT to acquire real estate or rights in real estate needed by the LPA for the LPA and to acquire real estate or rights in real estate needed by the DOT for the DOT.

c. Access rights may be acquired by the DOT along all public road intersections within the project limits. Access rights, if acquired, will be in the name of the State of Iowa. The acquisition of access rights will be in accordance with 761 Iowa Administrative Code Chapter 112 and the DOT Access Management Policy. If access rights are required, the LPA shall not permit any third party to use the controlled portion of the side road without the prior written consent from the DOT. If the LPA feels that it is in the best interest of the parties involved to modify the access rights in any way, they may
petition the DOT District 5 Engineer to do so.

5. Construction & Maintenance

a. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.

b. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in Instructional Memorandum 2.110.


a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.

b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.

c. It is the intent of both parties that no third party beneficiaries be created by this Agreement.

d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.

e. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s), represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.
July 2014

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2020-C-048 as of the date shown opposite its signature below.

BOARD OF SUPERVISORS OF LINN COUNTY:

By: ___________________________ Date: ___________________________ 20__.

Chairperson

ATTEST:

By: ___________________________

County Auditor

IOWA DEPARTMENT OF TRANSPORTATION:

By: ___________________________ Date: ___________________________ 20__.

James Schnoebelen, P.E.
District Engineer
District 6
NHSX-013-1(53)--3H-57, Linn County, Location Map
<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
<th>Quantity</th>
<th>Price</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Modified Subbase</td>
<td>CY</td>
<td>152.10</td>
<td>$41</td>
<td>$6,236</td>
</tr>
<tr>
<td>Standard or Slip Form Portland Cement Concrete Pavement, QM-C, Class 3 Durability, 10 in.</td>
<td>SY</td>
<td>404.00</td>
<td>$44</td>
<td>$17,776</td>
</tr>
<tr>
<td>Miscellaneous and Contingency (25%)</td>
<td>LS</td>
<td>1.00</td>
<td>$6,003</td>
<td>$6,003</td>
</tr>
</tbody>
</table>

**Total**                                           |      |          |       | **$30,000** |
Linn County Iowa

Rental Proposal Quote
Submitted by Election Systems & Software

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Item Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Tabulation Hardware:</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Model DS850 High Speed Digital Image Scanner:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Model DS850 (Includes Scanner, Steel Table/Cart, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, and Three (3) Standard 8GB Memory Devices)</td>
<td>$17,250.00</td>
</tr>
<tr>
<td>1</td>
<td>DS850 License Fee</td>
<td>Included</td>
</tr>
<tr>
<td>1</td>
<td>Installation/Training Fee (1st Unit)</td>
<td>$3,625.00</td>
</tr>
<tr>
<td></td>
<td>Shipping &amp; Other:</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Shipping (Central Counters Based on Non-Truckload Quantities)</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

Customer Discount
($1,725.00)

Total Rental Solution
$20,650.00

Footnotes:
1. Pricing reflects Per Election rental rates utilizing rental pool equipment. Rental equipment is subject to availability at time of requested delivery.
2. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
3. Rates valid for 30 days and thereafter may change.
4. Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
5. The quantity of service days reflects a reasonable estimate for implementation and selected ongoing election services. Quantities may change depending on specific Customer needs.
6. A Rental Cancellation Fee of 10% of the Total Rental Solution Fee shall apply in the event the Customer does not provide written notification to ES&S of its intent to cancel an Election at least forty-five (45) days prior to a scheduled Election covered under an Agreement between ES&S and the Customer.
Weed Commissioner's Contact Information:

Name: Jonathan Gallagher
Address: USDA Service Center
City, Zip Code: 891 62nd Street Marion, IA 52302
Email Address: jon.gallagher@linncounty.org

Year Appointed: 2010
Telephone: 319-377-5960 x3
Alternate Telephone: 319-440-9018
Pesticide Certificate #: 48956

Which of the noxious weeds have you found in your county?

1 - Found, a problem in my county
2 - Found, but not a problem
3 - Not known in my county
? - If you cannot identify this plant

<table>
<thead>
<tr>
<th>Primary Noxious Weeds</th>
<th>Answer</th>
<th>Secondary Noxious Weeds</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buckthorn</td>
<td>2</td>
<td>Buckhorn Plantain</td>
<td>2</td>
</tr>
<tr>
<td>Bull Thistle</td>
<td>2</td>
<td>Cocklebur</td>
<td>2</td>
</tr>
<tr>
<td>Canada Thistle</td>
<td>1</td>
<td>Curly Dock (Sour Dock)</td>
<td>2</td>
</tr>
<tr>
<td>Field Bindweed</td>
<td>2</td>
<td>Multiflora Rose</td>
<td>1</td>
</tr>
<tr>
<td>Hoary Cress (Perennial Pepper-grass)</td>
<td>3</td>
<td>Poison Hemlock</td>
<td>1</td>
</tr>
<tr>
<td>Horse Nettle</td>
<td>2</td>
<td>Puncturevine</td>
<td>3</td>
</tr>
<tr>
<td>Leafy Spurge</td>
<td>2</td>
<td>Red Sorrel (Sheep sorrel)</td>
<td>3</td>
</tr>
<tr>
<td>Musk Thistle</td>
<td>1</td>
<td>Shattercane</td>
<td>2</td>
</tr>
<tr>
<td>Palmer Amaranth</td>
<td>3</td>
<td>Smooth Dock</td>
<td>3</td>
</tr>
<tr>
<td>Perennial Sow Thistle</td>
<td>2</td>
<td>Teasel</td>
<td>1</td>
</tr>
<tr>
<td>Quackgrass</td>
<td>2</td>
<td>Velvetleaf (Butterprint)</td>
<td>2</td>
</tr>
<tr>
<td>Russian Knapweed</td>
<td>3</td>
<td>Wild Carrot</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Wild Mustard</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Wild Sunflower</td>
<td>2</td>
</tr>
<tr>
<td>Invasive Prohibited Plants</td>
<td>Answer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------------</td>
<td>--------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Garlic Mustard</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Japanese Hop</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Japanese Knotweed</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oriental Bittersweet</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purple Loosestrife</td>
<td>2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please list any other plants which are a problem or a concern in your county:
Tree of Heaven, Miscanthus sacchariflorus, and wild parsnip

As County Weed Commissioner, do your duties include roadside spraying?
Yes ☐  No ✓

Did your county publish a Notice of Program for weed control pursuant to the provisions of Title VIII Chapter 317 Section 317.14?
Yes ✓  No ☐

Did your county employ contract spraying during 2019?
Yes ☐  No ✓

If yes, what percentage of your total spray program is contracted? _____%

If possible, please list the contract rates. $/mile_______

Total contract cost $_______

In the past year how much did your county spend on purchasing herbicides?
$Unknown

How many times during 2019 was it necessary to serve a noxious weed notice?
Private (written) 0  Public (written) (DOT, DNR, CCB) 0

How many times did you contact individuals personally, rather than sending them a weed control notice?
Private (verbal) 8  Public (verbal) (DOT, DNR, CCB) 3
How many times did you actually enter private or public land, control weeds, and assess the cost to the owner?

0

How many months were you employed as weed commissioner in 2019?
8 months

Are your duties as weed commissioner incorporated into another county job?
Yes [✓] No [ ] If Yes, what? County Resource Conservationist

Weed Comm. Duties 8% IRVM Duties ___%
Other County Duties 92%

How does the overall county weed situation compare with last year?
Improved [ ] Unchanged [✓] Worse [ ]

Comments?
Isolated areas of heavy teasel infestation primarily on private property. Wild parsnip was primary concern of private landowners in county ROWs. Although overall is unchanged, isolated pockets of Japanese and/or Giant Knotweed becoming more established on both private and public rights of way.

Is brush control included in your weed commissioner duties?
Yes [ ] No [✓]

If yes, what method(s) do you use? (Check all that apply):
Spraying [ ] Cutting [ ] Stump treatment [ ] Basal bark [ ]
Other, explain _________________________

What are your suggestions and/or recommendations which may improve your county weed and brush infestations?
Increased targeting of specific problem noxious weeds and invasive plants by local jurisdictional authorities.

What herbicides did your county use in your weed control program? Be specific, please list brand name and quantity of each. Please do not list surfactants or adjuvants. If the spray program is contracted in your county, ask your contractor for this information. Add another page if necessary.
**Herbicide usage table:**

<table>
<thead>
<tr>
<th>CHEMICAL/BRAND</th>
<th>RATE USED</th>
<th>QUANTITY USED</th>
<th>TO CONTROL?</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Example)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Milestone</td>
<td>4 fluid ounces</td>
<td>3.32 gallons</td>
<td>Thistle and teasel on roadside</td>
</tr>
<tr>
<td></td>
<td>per acre</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Information unavailable for 2019 as Roadside Manager was unable to provide.
The above report is true to the best of my knowledge.

Signature
Jonathan Sullivan
County Weed Commissioner
Date 12/23/19

Signature
Chairman, County Board of Supervisors
Date

Please return a copy to: Iowa Department of Agriculture and Land Stewardship
Attn: State Weed Commissioner
2230 S Ankeny Blvd
Ankeny, IA 50023-9093
2020 COUNTY WEED COMMISSIONER CERTIFICATION FORM

For the County of: Linn

Weed Commissioner’s Contact Information:

<table>
<thead>
<tr>
<th>Name</th>
<th>Jonathan Gallagher</th>
<th>Megan DiCesare</th>
<th>Year Appointed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>County Weed Commissioner</td>
<td>Deputy Weed Commissioner</td>
<td>2010</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>USDA Service Center</td>
<td>Linn County Secondary Roads</td>
<td>2020</td>
</tr>
<tr>
<td>City, Zip Code</td>
<td>891 62nd Street Marion, IA 52302</td>
<td>1888 County Home Road Marion, IA 52302</td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:jon.gallagher@linncounty.org">jon.gallagher@linncounty.org</a></td>
<td><a href="mailto:megan.dicesare@linncounty.org">megan.dicesare@linncounty.org</a></td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td>319-377-5960 x3</td>
<td>515-520-0528</td>
<td>48956</td>
</tr>
<tr>
<td>Alternate Telephone</td>
<td>319-440-9018</td>
<td></td>
<td>46960</td>
</tr>
</tbody>
</table>

Signed: ___________________________________________ Date: ______________________
Chair/President, County Board of Supervisors

PLEASE RETURN THIS FORM TO:

IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP
State Weed Commissioner
2230 South Ankeny Boulevard
Ankeny, IA 50023-9093

317.3 Weed commissioner -- standards for noxious weed control.

The board of supervisors of each county may annually appoint a county weed commissioner who may be a person otherwise employed by the county and who passes minimum standards established by the department of agriculture and land stewardship for noxious weed identification and the recognized methods for noxious weed control and elimination. The county weed commissioner’s appointment shall be effective as of March 1 and shall continue for a term at the discretion of the board of supervisors unless the commissioner is removed from office as provided for by law. The county weed commissioner may, with the approval of the board of supervisors, require that commercial applicators and their appropriate employees pass the same standards for noxious weed identification as established by the department of agriculture and land stewardship. The name and address of the person appointed as county weed commissioner shall be certified to the county auditor and to the secretary of agriculture within ten days of the appointment. The board of supervisors shall fix the compensation of the county weed commissioner and deputies. In addition to compensation, the commissioner and deputies shall be paid their necessary travel expenses. At the discretion of the board of supervisors, the weed commissioner shall attend a seminar or school conducted or approved by the department of agriculture and land stewardship relating to the identification, control, and elimination of noxious weeds.

The board of supervisors shall prescribe the time of year the weed commissioner shall perform the powers and duties of county weed commissioner under this chapter which may be during that time of year when noxious weeds can effectively be killed. Compensation shall be for the period of actual work only although a weed commissioner assigned other duties not related to weed eradication may receive an annual salary. The board of supervisors shall likewise determine whether employment shall be by hour, day or month and the rate of pay for the employment time.
SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Second Amendment") is made and entered into this ___________ day of January 2020 by and between Linn County, Iowa ("Landlord") whose address for the purpose of this Second Amendment is 935 Second Street SW, Cedar Rapids, IA 52404, and the Abbe Center for Community Mental Health, Inc. ("Tenant") whose address for the purpose of this Second Amendment is 520 11th Street NW, Cedar Rapids, IA 52405.

RECITALS:

A. Landlord and Tenant entered into that certain Lease Agreement dated November 1, 2017 ("Lease") whereby Landlord leases to Tenant and Tenant leases from Landlord 21,030 square feet, more or less, of a part of the building upon the real estate located at 520 11th Street NW, Cedar Rapids, Iowa, known as the "Fillmore Building", shown more specifically on the Attached "Exhibit A".

B. Tenant desires to extend the Lease Term stipulated in Section 1 of the Lease and, in connection therewith, Landlord and Tenant desire to provide for such extension and the modification and amendment of the Lease as more fully set forth herein.

AGREEMENT:

NOW THEREFORE in consideration of the mutual covenants and agreements made herein and for other good and valuable consideration, the adequacy of which is hereby acknowledged, Landlord and Tenant hereby agree that effective as of the date of this Second Amendment, the Lease shall be amended and modified as follows:

1. PREMISES AND TERM. Pursuant to the First Amendment to Lease Agreement, the term is scheduled to expire on the last day of December 2019. Landlord and Tenant hereby agree to extend the Lease for a period of six (6) months from the first day of January 2020 through the last day of June 2020, on the terms and conditions set forth in this Second Amendment.

2. NO FURTHER MODIFICATION. Except as specifically set forth in this Second Amendment, all of the terms and provisions of the Lease shall remain unmodified and in force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment as of the day and year first above written.

LINN COUNTY, IOWA

ABBE CENTER FOR COMMUNITY MENTAL HEALTH, INC.

__________________________________________________________
Ben Rogers, Chairperson
Linn County Board of Supervisors

__________________________________________________________
Kathy Johnson, Executive Director
Abbe Center for Community Mental Health, Inc.
State of Iowa
County of Linn

On this ______ day of __________________, 2020, before me the undersigned, a Notary Public in and for said County and State, personally appeared Ben Rogers, to me personally known, who being by me duly sworn, did say that he is the Chairperson of the Board of Supervisors, Linn County, Iowa, executing the within and foregoing instrument; that said instrument was signed on behalf of said County by authority of its Board of Supervisors; and that he, as such Chairperson acknowledged the execution of said instrument to be the voluntary act and deed of said County, by it and by him voluntarily executed.

_________________________________________________________
Notary Public, State of Iowa

State of Iowa
County of Linn

On this ______ day of __________________, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kathy Johnson, to me personally known, who being by me duly sworn, did say that she is the Executive Director of the Abbe Center for Community Mental Health, Inc. executing the foregoing instrument; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that she as principal officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by her voluntarily executed.

_________________________________________________________
Notary Public, State of Iowa
Exhibit A

Fillmore Building
Space Leased to Abbe Center for Community Mental Health
LINN COUNTY ORDINANCE # _________________________

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, LINN COUNTY, IOWA
BY AMENDING PROVISIONS IN CHAPTER 107

BE IT ENACTED by the Board of Supervisors, Linn County, Iowa:

SECTION 1. SEE ATTACHMENT A

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

SECTION 3. SEVERABILITY. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 5. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval, and publication as provided by law.

Public hearing and first consideration on the 6th day of JANUARY, 2020.

Second consideration on the 8th day of JANUARY, 2020.

Third and final passage on the 15th day of JANUARY, 2020.

Published in the Gazette on the ________ day of _________________, 2020.
LINN COUNTY BOARD OF SUPERVISORS

________________________________________
Chairperson

________________________________________
Supervisor

________________________________________
Supervisor

ATTEST:

________________________________________
Joel D. Miller, Linn County Auditor

STATE OF IOWA  )
COUNTY OF LINN  )SS

I, _________________________________, County Auditor of Linn County, Iowa, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors at a regular meeting of said Board held on _________________________, 2020 and published as provided by law on _________________________, 2020.

________________________________________
Linn County Auditor

Subscribed and sworn to me this _____ day of ____________, 2020.

________________________________________
Notary Public, State of Iowa
AN ORDINANCE AMENDING THE LINN COUNTY CODE OF ORDINANCES

1. Article VII Zoning Classifications. Density, Dimensional Standards and Allowed Uses, Section 107-147-1, Use Table.

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2. Article VI Specific Development Standards, Section 107-115 Standards for Retail, Service and Commercial Uses, subsection (k) Business and household services, lawn, garden and yard maintenance services.

(k) Business and household services, lawn, garden and yard maintenance services. Lawn, garden and yard maintenance services shall meet the following standards:

1. Major site plan required. A major site plan shall be submitted and reviewed prior to the approval of lawn, garden and yard maintenance service.

2. Street access. The site shall have access to a hard surfaced road of sufficient capacity to accommodate the traffic that the use will generate.

4. Parking. Parking and loading shall meet the standards in section 107-93(e).

5. VM Village Mixed-Use District. Within the VM Village Mixed-Use District, outdoor storage area shall not exceed 5,000 square feet in size and shall be screened from adjacent residences and public roads by a solid fence six feet in height.

6. AG Agricultural District. Within the AG Agricultural District, Lawn, Garden, and Yard Maintenance Services may have a maximum of 10 employees at any one time. Outdoor storage areas shall not exceed 5,000 square feet in size and shall be screened from adjacent residences and public roads by a solid fence six feet in height.

(i) Uses in conjunction with a residential use shall follow the standards in section 107-113(h).

3. Article VI Specific Development Standards, Street Access.

All uses in this Article containing a provision regarding “Street Access” is amended as follows:

Street access. The site shall have access to a hard surfaced road of sufficient capacity to accommodate the traffic that the use will generate, with continuous hard surfaced connection to a county arterial, or state or federal highway.