LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA
Wednesday, January 9, 2019
10 a.m.
Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA

Call to Order

Pledge of Allegiance

Public Comment: Five Minute Limit per Speaker
This comment period is for the public to address topics on today’s agenda.

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

Reports

Resolutions

Resolution to adopt documents pertaining to Linn County’s compliance with Title VI provisions of the Civil Rights Act of 1964.

Resolution to establish the speed limit of 45mph on Shellsburg Road from the west city limits of Palo to Blairs Ferry Road.

Resolution to establish the speed limit of 45mph on Covington Road from just south of 2700 Covington Road north to the Palo city limits.

Resolution to establish a road closure and detour on Ely Road between Wright Brothers Blvd and 76th Ave Dr. SW for the University of Iowa to conduct autonomous vehicle testing.

Resolution authorizing application to Corridor Metropolitan Planning Organization for regional transportation funds and committing to provide local matching funds contingent upon award and acceptance of transportation grant funds.

Resolution providing for the issuance of $6,735,000 General Obligation Land and Water Legacy Bonds, Series 2019A and directing the levy of taxes to pay the same

Resolution providing for the issuance of $1,500,000 General Obligation County Building Bonds, Series 2019B and directing the levy of taxes to pay the same
Contract and Agreements

Approve an Amendment Request to the Linn County Soil Health Partnership grant between Linn County and Natural Resources Conservation Services related to the Indian Creek Soil Health Partnership.

Approve and authorize Chair to sign contract between Linn County and MH/DS of the East Central Region for the Transportation Access Program in the amount of $5,000 retroactive to July 1, 2018.

Approve and authorize Chair to sign purchase order #5512 for $9,947.00 to Schumacher for emergency repair service to the elevator in the correctional center.

Licenses & Permits

Approve Premises Update for the Indian Creek Nature Center permitting Rachel Hackett to provide liability coverage for their event on February 2, 2019.

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes
Discuss and decide on meeting minutes.

Discuss and decide on a Resolution to Set a Public Hearing to determine whether Linn County will convey to Ken A Lillig and Kay D Lillig Cotter whatever interest Linn County may have in vacated right-of-way along former 2nd Street, 3rd Street, 4th Street, West Street, Bridge Street, and an unnamed alley in Waubeek, Iowa.

Discuss and decide on adopting the 2019 Master Matrix Construction Evaluation Resolution to allow the Board of Supervisors to evaluate applications for construction permits for large animal confinement operations.

Discuss letter of support for REM Iowa to build two 8-person facilities and homes for individuals with intellectual disabilities.

Discuss contracts and budget for purchase and install of the mass notification system in Linn County buildings.

Discuss and decide on the Board of Supervisors meeting schedule

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

Board Member Reports

Legislative Update

Correspondence

Appointments
1:30  
Informal Board Room

Review of proposed Fiscal Year 2020 budgets for Facilities and Capital Improvement Projects I

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.
RESOLUTION # ____________

ADOPT DOCUMENTS PERTAINING TO LINN COUNTY’S COMPLIANCE WITH TITLE VI PROVISIONS OF THE CIVIL RIGHTS ACT OF 1964.

WHEREAS, Linn County has been a recipient of federal financial assistance from the U.S. Department of Transportation; and

WHEREAS, in receiving such financial assistance Linn County is mandated to comply with the provisions of Title VI of the Civil Rights Act of 1964; and

WHEREAS, the Iowa Department of Transportation has directed Linn County to adopt certain documents and put certain programs into place in order to comply with Title VI of the Civil Rights Act of 1964; and

WHEREAS, in order to continue receiving federal financial assistance from the U.S. Department of Transportation the adoption of certain documents and establishment of certain programs is necessary.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Linn County that:

1. The County Engineer is hereby designated the Title VI Coordinator for Linn County.

2. The Linn County Title VI Non-Discrimination Agreement is hereby adopted and that the Chairman of the Board of Supervisors and Title VI Coordinator are authorized to sign said agreement where required.

3. The Standard DOT Title VI Assurances are hereby adopted and that the Chairman of the Board of Supervisors is authorized to sign said document where required.

4. The Title VI Notice to the Public is hereby adopted and shall be posted where other public notices are displayed in the Linn County Public Service Center and County Engineer’s Office. Furthermore, said notice shall be placed on the County’s official website.

5. The Title VI Coordinator is authorized to take any other actions necessary and/or recommended by the Iowa Department of Transportation, U.S. Department of Transportation, or other designated authority to comply with the provisions of Title VI of the Civil Rights Act of 1964.

Motion was made by Supervisor _______ and seconded by Supervisor ________ to adopt the foregoing resolution.

Vote taken thereon resulted as follows:
Ayes:
Nays:
Absent/Not Voting:

PASSED AND APPROVED this ___ day of ____________, ______.
Linn County, Iowa

Linn County Board of Supervisors

Attest:

____________________________
Chairperson

____________________________
Linn County Auditor
Standard DOT Title VI Assurances

The ___________________________________________ (hereinafter referred to as the "Recipient") HEREBY AGREES THAT AS a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d 42 U.S.C. 2000d 4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), Title VII of the Civil Rights Act 1964, the Federal Aid Highway Act of 1973, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Acts of 1975, Civil Rights Restoration Act of 1987, Americans With Disabilities Act of 1990 (ADA), Executive Order 12898 – Environmental Justice (hereinafter referred to as "EJ"), Executive Order 13166 – Limited English Proficiency (hereinafter referred to as "LEP") and other pertinent directives, to the end that in accordance with the Act, Regulations, Executive Orders and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age, 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 the Recipient receives Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations, (2) Copy of which is attached.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its Federal Aid Highway Program;

1. That the Recipient agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the Federal Aid Highway Program and, in adapted form in all proposals for negotiated agreements.

Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award."

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and Regulations.

4. That the clauses of Appendix B of this assurance shall be included as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or and interest in real property, the assurance shall extend to right to space on, over or under such property.

7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the Federal Aid Highway Program.

8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is the form, of, personal property, or real property or interest therein or structures or improvements thereon in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.

9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation, or the official to whom he/she delegates specific authority, to give reasonable guarantee that it, other Recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the Act, the Regulations and this assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the Federal-Aid Highway Program and is binding on it, other Recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

DATED January 9, 2019

By: ________________________________

Stacey Walker, Chairperson County Board of Supervisors
Printed Name and Title

Attachments
Appendices A, B, and C
APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant there to, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Linn County, the Iowa Department of Transportation or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Linn County, the Iowa Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Linn County shall impose such contract sanctions as it, the Iowa
Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Linn County, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Linn County or the Iowa Department of Transportation to enter into such litigation to protect the interests of the Linn County or the Iowa Department of Transportation; and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
APPENDIX B
The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE
"NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that the Linn County will accept title to the lands and maintain the project constructed thereon, in accordance with title 23, United States Code, the Regulations for the Administration of the Federal Aid Program and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d 4), does hereby remise, release, quitclaim and convey unto the Linn County all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof."

HABENDUM CLAUSE
"TO HAVE AND TO HOLD said lands and interests therein unto Name of Recipient and its successors forever, subject, however, to the covenants, conditions restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the Linn County, its successors and assigns."

"The Linn County, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over or under such lands hereby conveyed [ , ] [and]* (2) that the Linn County shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and

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as said Regulations may be amended, and (3) that in the event of breach of any of the
above mentioned nondiscrimination conditions, the U.S. Department of Transportation
shall have a right to re enter said lands and facilities on said land, and the above
described land and facilities shall thereon revert to and vest in and become the absolute
property of the U.S. Department of Transportation and its assigns as such interest
existed prior to this instruction."

* Reverter clause and related language to be used only when it is determined that such a
clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of
1964.
APPENDIX C
The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Recipient, pursuant to the provisions of Assurance 7(a).

"The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases and "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.,) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended."

Include in licenses, leases, permits, etc.*
"That in the event of breach of any of the above nondiscrimination covenants, the Linn County shall have the right to terminate the (license, lease, permit, etc.) and to re enter the repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued."

Include in deeds*
"That in the event of breach of any of the above nondiscrimination covenants, the Linn County shall have the right to re enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State of Iowa and its assigns."

The following shall be included in all deeds, licenses, leases, permits or similar agreements entered into by the Recipient, pursuant to the provisions of Assurance 7(b).

"The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the ground of race, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color,
national origins, sex, age, or disability, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation _ Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Include in licenses, leases, permits, etc.*
"That in the event of breach of any of the above nondiscrimination covenants, the ____________________________ shall have the right to terminate the (license, lease, permittee, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued."

Include in deeds*
"That in the event of breach of any of the above nondiscrimination covenants, the ____________________________ shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State of Iowa, and its assigns."

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.
RESOLUTION # ______________

ESTABLISH SPEED LIMIT

WHEREAS, portions of Shellsburg Road and Covington Road are located in the city of Palo and unincorporated Linn County, and

WHEREAS, it is good engineering practice to provide uniform, consistent speed limits.

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors, meeting in regular session, and upon recommendation of the Linn County Engineer that the public would be better served and safety enhanced by changing the speed limit as follows:

- 45mph on Shellsburg Road from west city limits to Blairs Ferry Road in sections 19 & 20-84-8.
- 45mph on Covington Road from just south of 2700 Covington Road north to the Palo city limits in section 29-84-8.

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

Moved by Supervisor __________________ Seconded by Supervisor __________________ that the above resolution be adopted this ___ day of ________________, 20___ by a vote of ___ aye ___ nay and _____ abstain from voting.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Chairperson

Vice Chairperson

Supervisor

ATTEST:

Linn County Auditor
Speed Resolution
Shellsburg Road & Covington Road
45mph
RESOLUTION NO. 121718F
SPEED ZONE SHELLSBURG ROAD AND COVINGTON ROAD

A RESOLUTION ADOPTING SPECIAL SPEED ZONE ON SHELLSBURG ROAD AND COVINGTON ROAD FOR THE CITY OF PALO

WHEREAS, the City of Palo has adopted by City Code of Ordinance 63.04 Special Speed Zones to establish the authority of the City Council to set speed zones by resolution.

WHEREAS, the City of Palo has determined the following speed zones identified on the City of Palo Speed Zone Map to be greater than reasonable and unsafe under the conditions.

WHEREAS, The City of Palo and Linn County Secondary Road Department constructed a joint Road Project that included the intersection of Shellsburg Road and Blairs Ferry/Hollenbeck Road to become a four way stop. The four-way intersection requires drivers to slow down to reach a reasonable speed to be able to come to a complete stop. Current speed limit is posted at fifty-five mile per hour (55mph).

WHEREAS, The Palo City Council has determined that the Palo Corporate limits West Shellsburg Road to the south side of 1st Street on Covington Road shall be posted at forty-five miles per hour (45mph). The city shall work with Linn County Secondary Roads to post the following signs; 45mph, speed zone ahead and stop ahead signs.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF PALO, IOWA THAT the Council of City of Palo, Iowa, approves the following Speed Zone to be posted on Shellsburg and Covington Road.

APPROVED AND ADOPTED this 17th day of December, 2018.

ATTEST:

Ryan Schuckel, Mayor

Trisca Dix, City Clerk
RESOLUTION # _________________

ESTABLISH ROAD CLOSURE AND DETOUR

WHEREAS: The University of Iowa will be conducting autonomous vehicle testing on Ely Road (W6E) between Wright Brothers Blvd and 76th Ave Dr. SW in Linn County.

WHEREAS: this testing involves a marked Farm-to-Market route, and

WHEREAS: a detour must be established to close a marked route for longer than 48 hours, and

WHEREAS: a map of the detour is attached hereto.

NOW, THEREFORE, BE IT RESOLVED: that the Linn County Board of Supervisors hereby authorize and direct the Linn County Engineer to place the appropriate signs to establish the following detour: commencing at the intersection of Ely Road (W6E) and Wright Brothers Blvd (E70), head west on Wright Brothers Blvd 1.9 miles to C Street Road SW, then north on C Street Road SW 1.0 miles to 76th Ave Drive SW, then east on 76th Ave Drive SW 1.2 miles to end of detour (see attached map).

Signs shall be placed when and as necessary to protect the work and the traveling public in accordance with the Manual on Uniform Traffic Control Devices and Chapter 306 of the Code of Iowa.

Moved by Supervisor ________________________ Seconded by Supervisor ________________________
that the above resolution be adopted this ___ day of ________________, 201__ by a vote of ___ aye ___ nay and ______ abstain from voting.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

______________________________
Chairperson

______________________________
Vice Chairperson

______________________________
Supervisor

ATTEST:

______________________________
Linn County Auditor
RESOLUTION # ______________

SUPPORT FOR NON-TRAIL PROJECTS – CORRIDOR MPO

Authorizing application to Corridor Metropolitan Planning Organization for regional transportation funds and committing to provide local matching funds contingent upon award and acceptance of transportation grant funds.

WHEREAS, the County of Linn, Iowa is applying to the Corridor Metropolitan Planning Organization for $800,000 of federal Surface Transportation Block Grant (STBG) to construct a roundabout at the intersection of County Home Road and C Avenue Extension.

WHEREAS, the County has the legal jurisdiction and authority to construct, finance, operate, and maintain the proposed facility within Linn County.

NOW THEREOFRE BE IT RESOLVED BY THE COUNTY OF LINN, IOWA, as follows:

1. That the County of Linn, Iowa agrees to conform with the regulations, statutes, terms, and conditions described in the application and instructions.
2. Comply with conditions of accepting transportation funding from the Corridor Metropolitan Planning Organization.
3. That the County commits to provide the matching funds of $200,000 proposed in the funding application contingent upon award, and acceptance, of federal STBG funding for the above mentioned project. The County of Linn is under no obligation to perform said project if Linn County’s application for funding is not approved.
4. That if federal STBG or TA funds are approved for the above mentioned project, the required local matching funds will be included in the future Capital Improvements Program, and the County will adequately maintain the project for its intended public use for a minimum of twenty years following completion.

Moved by Supervisor __________________________ Seconded by Supervisor __________________________ that the above resolution be adopted this ___ day of ________________, 20___ by a vote of ____ aye ____ nay and ______ abstain from voting.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

ATTEST:

______________________________
Chairperson

______________________________
Vice Chairperson

______________________________
Supervisor

______________________________
Linn County Auditor
ISSUANCE OF GENERAL OBLIGATION
BONDS, SERIES 2019A AND SERIES
2019B

634201-30

Cedar Rapids, Iowa

January 9, 2019

The Board of Supervisors of Linn County, Iowa, met on January 9, 2019, at 10:00
o’clock a.m. at the Linn County Jean Oxley Public Service Center, Cedar Rapids, Iowa.

The meeting was called to order by the Chairperson, and the roll was called showing the
following Supervisors present and absent:

Present: ___________________________________________________________

Absent: ___________________________________________________________

It was reported that, on December 19, 2018, the Board had approved the sale of the
County’s $6,735,000 General Obligation Land and Water Legacy Bonds, Series 2019A and
$1,500,000 General Obligation County Building Bonds, Series 2019B, and that it was necessary
for the Board to adopt resolutions authorizing the issuance of those Bonds.

Supervisor __________________________ introduced the following resolution, related to
issuance of the County’s General Obligation Land and Water Legacy Bonds, Series 2019A, and
moved its adoption, seconded by Supervisor ______________________. After due consideration
and discussion, the Chairperson put the question upon the adoption of said resolution, and the
roll being called, the following Supervisors voted:

Ayes: ___________________________________________________________

Nays: ___________________________________________________________

Whereupon, the Chairperson declared the resolution duly adopted as hereinafter set out.
RESOLUTION NO. ______

Resolution providing for the issuance of $6,735,000 General Obligation Land and Water Legacy Bonds, Series 2019A and directing the levy of taxes to pay the same

WHEREAS, Linn County, Iowa (the “County”), State of Iowa, has proposed to issue general obligation Bonds, pursuant to the provisions of Chapters 76 and 331 of the Code of Iowa, for the purpose of financing projects for water and land conservation and park and outdoor recreation purposes; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of General Obligation Land and Water Legacy Bonds, Series 2019A (the “Series 2019A Bonds”) were received and canvassed on behalf of the County and the bid of BNY Mellon Capital Markets, LLC (the “Purchaser”), was determined to be the best, such bid proposing the lowest interest cost to the County; and

WHEREAS, it is now necessary to take final action for the issuance of the Series 2019A Bonds;

NOW, THEREFORE, Be It Resolved by the Board of Supervisors of Linn County, Iowa, as follows:

Section 1. The Series 2019A Bonds are hereby authorized to be issued, in the total aggregate principal amount of $6,735,000, to be dated January 23, 2019, in the denomination of $5,000 each, or any integral multiple thereof, maturing annually on June 1 in each of the years, in the respective principal amounts and bearing interest at the respective rates as follows:

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<td>3.000%</td>
<td>2036</td>
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<td>3.350%</td>
</tr>
<tr>
<td>2028</td>
<td>$340,000</td>
<td>3.000%</td>
<td>2038</td>
<td>$390,000</td>
<td>3.350%</td>
</tr>
<tr>
<td>2029</td>
<td>$350,000</td>
<td>3.000%</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Section 2. Bankers Trust Company, Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Series 2019A Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent”. The County shall enter into an agreement (the “Registrar/Paying Agent Agreement”) with the Registrar, in substantially the form as has been placed on file with the Board; the Chairperson and County Auditor are hereby authorized and
directed to sign the Registrar/Paying Agent Agreement on behalf of the County; and the Registrar/Paying Agent Agreement is hereby approved.

The County reserves the right to prepay part or all of the principal of the Series 2019A Bonds maturing in each of the years 2027 to 2038, inclusive, prior to and in any order of maturity on June 1, 2026, or on any date thereafter upon terms of par and accrued interest.

If less than all of the Series 2019A Bonds of any like maturity are to be redeemed, the particular part of those Series 2019A Bonds to be redeemed shall be selected by the Registrar by lot. The Series 2019A Bonds may be called in part in one or more units of $5,000.

If less than the entire principal amount of any Series 2019A Bond in a denomination of more than $5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Series 2019A Bond, a new Series 2019A Bond or Series 2019A Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Series 2019A Bond. Notice of such redemption as aforesaid identifying the Series 2019A Bond or Series 2019A Bonds (or portion thereof) to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the County’s registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Series 2019A Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Series 2019A Bonds called for redemption in the same manner as the original redemption notice was sent. All of such Series 2019A Bonds as to which the County reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Series 2019A Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2019. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Series 2019A Bonds shall be made to the registered owners appearing on the registration books of the County at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Series 2019A Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Series 2019A Bond or Series 2019A Bonds at the office of the Paying Agent.

The Series 2019A Bonds shall be executed on behalf of the County with the official manual or facsimile signature of the Chairperson of the Board and attested with the official manual or facsimile signature of the County Auditor, and shall be fully registered Series 2019A Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Series 2019A Bonds shall cease to be such officer before the delivery of the Series 2019A Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.
The Series 2019A Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authenticaton thereon shall have been signed by the Registrar.

The Series 2019A Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the County kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the County upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Series 2019A Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 3. Notwithstanding anything above to the contrary, the Series 2019A Bonds shall be issued initially as Depository Series 2019A Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). On original issue, the Series 2019A Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the "Participants"). In the event that DTC determines not to continue to act as securities depository for the Series 2019A Bonds or the County determines not to continue the book-entry system for recording ownership interests in the Series 2019A Bonds with DTC, the County will discontinue the book-entry system with DTC. If the County does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the County will register and deliver replacement Series 2019A Bonds in the form of fully registered certificates, in authorized denominations of $5,000 or integral multiples of $5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the County identifies a qualified securities depository to replace DTC, the County will register and deliver replacement Series 2019A Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Series 2019A Bonds.

Ownership interest in the Series 2019A Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Series 2019A Bonds as nominees will not receive certificated Series 2019A Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant’s interest in the Series 2019A Bonds, which will be confirmed in accordance with DTC’s standard procedures. Each such person for which a Participant has an interest in the Series 2019A Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the County to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.
The County will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term “Beneficial Owner” shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Series 2019A Bonds.

DTC will receive payments from the County, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Series 2019A Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the County to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Series 2019A Bonds acquired. Transfers of ownership interests in the Series 2019A Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Series 2019A Bonds, except as specifically provided herein. Interest and principal will be paid when due by the County to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 4. The Series 2019A Bonds shall be in substantially the following form:
(Form of Bond)

UNITED STATES OF AMERICA

STATE OF IOWA          LINN COUNTY

GENERAL OBLIGATION LAND AND WATER LEGACY BOND, SERIES 2019A

No. ______  $_______

RATE         MATURITY DATE     BOND DATE      CUSIP

_______%       June 1, _______      January 23, 2019

Linn County (the “County”), Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, NY

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of Bankers Trust Company, Des Moines, Iowa (hereinafter referred to as the “Registrar” or the “Paying Agent”), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2019, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the County at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Land and Water Legacy Bonds, Series 2019A (the “Series 2019A Bonds”), issued in the aggregate principal amount of $6,735,000 by the County for the purpose of paying the cost, to that extent, of financing projects for water and land conservation and park and outdoor recreation purposes.

The Series 2019A Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 331 of the Code of Iowa, 2017, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the County Board of Supervisors providing for the issuance and securing the payment of the Series 2019A Bonds (the “Resolution”), and reference is hereby made to the Resolution for a more complete statement as

The County reserves the right to prepay part or all of the principal of the Series 2019A Bonds maturing in each of the years 2027 to 2038, inclusive, prior to and in any order of maturity on June 1, 2026, or on any date thereafter upon terms of par and accrued interest.

If less than all of the Series 2019A Bonds of any like maturity are to be redeemed, the particular part of those Series 2019A Bonds to be redeemed shall be selected by the Registrar by lot. The Series 2019A Bonds may be called in part in one or more units of $5,000. If less than the entire principal amount of any Series 2019A Bond in a denomination of more than $5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Series 2019A Bond, a new Series 2019A Bond or Series 2019A Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Series 2019A Bond. Notice of such redemption as aforesaid identifying the Series 2019A Bond or Series 2019A Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the County's registration books not less than 30 days prior to such redemption date. All of such Series 2019A Bonds as to which the County reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the County in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The County, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the County, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the County for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the County, including this Bond, does not exceed any constitutional or statutory limitations.

-7-

DORSEY & WHITNEY LLP, ATTORNEYS, DES MOINES, IOWA
IN TESTIMONY WHEREOF, Linn County, Iowa, by its Board of Supervisors, has caused this Bond to be executed with the duly authorized facsimile signature of its Chairperson and attested with the duly authorized facsimile signature of its County Auditor, all as of January 23, 2019.

LINN COUNTY, IOWA

By (DO NOT SIGN)  
Chairperson, Board of Supervisors

Attest:

(DO NOT SIGN)  
County Auditor

Registration Date: (Registration Date)

REGISTRAR’S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2019A Bonds described in the within-mentioned Resolution.

BANKERS TRUST COMPANY  
Des Moines, Iowa  
Registrar

By (Authorized Signature)  
Authorized Officer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM  - as tenants in common  
TEN ENT  - as tenants by the entireties  
JT TEN  - as joint tenants with right of survivorship and not as tenants in common  

UTMA (Custodian)

As Custodian for (Minor) under Uniform Transfers to Minors Act (State)

Additional abbreviations may also be used though not in the list above.
ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint ________________________________, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: ____________________________

Signature guaranteed:

__________________________________

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.
Section 5. The Series 2019A Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon shall be delivered to the Registrar for registration, authentication and delivery to or upon the direction of the Purchaser, upon receipt of the loan proceeds (the “Proceeds”), and all action heretofore taken in connection with the sale of the Series 2019A Bonds is hereby ratified and confirmed in all respects.

Section 6. As required by Chapter 76 of the Code of Iowa, and for the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the interest on the Series 2019A Bonds as it falls due, and also to pay and discharge the principal thereof at maturity, there is hereby ordered levied on all the taxable property in the County in each of the years while the Series 2019A Bonds or any of them are outstanding, a tax sufficient for that purpose, and in furtherance of this provision, but not in limitation thereof, there is hereby levied on all the taxable property in the County the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2019, sufficient to produce the net annual sum of $491,277;

For collection in the fiscal year beginning July 1, 2020, sufficient to produce the net annual sum of $490,038;

For collection in the fiscal year beginning July 1, 2021, sufficient to produce the net annual sum of $491,488;

For collection in the fiscal year beginning July 1, 2022, sufficient to produce the net annual sum of $487,638;

For collection in the fiscal year beginning July 1, 2023, sufficient to produce the net annual sum of $483,638;

For collection in the fiscal year beginning July 1, 2024, sufficient to produce the net annual sum of $484,488;

For collection in the fiscal year beginning July 1, 2025, sufficient to produce the net annual sum of $485,038;

For collection in the fiscal year beginning July 1, 2026, sufficient to produce the net annual sum of $480,288;

For collection in the fiscal year beginning July 1, 2027, sufficient to produce the net annual sum of $480,388;

For collection in the fiscal year beginning July 1, 2028, sufficient to produce the net annual sum of $480,188;

For collection in the fiscal year beginning July 1, 2029, sufficient to produce the net annual sum of $479,688;
For collection in the fiscal year beginning July 1, 2030, sufficient to produce the net annual sum of $483,888;

For collection in the fiscal year beginning July 1, 2031, sufficient to produce the net annual sum of $487,638;

For collection in the fiscal year beginning July 1, 2032, sufficient to produce the net annual sum of $490,938;

For collection in the fiscal year beginning July 1, 2033, sufficient to produce the net annual sum of $488,282;

For collection in the fiscal year beginning July 1, 2034, sufficient to produce the net annual sum of $494,794;

For collection in the fiscal year beginning July 1, 2035, sufficient to produce the net annual sum of $495,113;

For collection in the fiscal year beginning July 1, 2036, sufficient to produce the net annual sum of $494,925;

For collection in the fiscal year beginning July 1, 2037, sufficient to produce the net annual sum of $403,650.

Section 7.  A certified copy of this resolution shall be filed with the County Auditor, and the Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the County and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the County and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Series 2019A Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Series 2019A Bonds remain outstanding and unpaid, any funds of the County which may lawfully be applied for such purpose may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Series 2019A Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 6 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the County’s budget.

Section 8.  The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current available funds of the County in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 9.  It is the intention of the County that interest on the Series 2019A Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury
Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the County covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Series 2019A Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the County are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

Section 10. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of $1,000,000 or more unless, before submitting a bid or entering into a purchase contract for such securities, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the holders of such securities to provide certain disclosure information to prescribed information repositories on a continuing basis so long as such securities are outstanding.

On the date of issuance and delivery of the Series 2019A Bonds, the County will execute and deliver a Continuing Disclosure Certificate pursuant to which the County will undertake to comply with the Rule. The County covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the County are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 11. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved January 9, 2019.

Chairperson, Board of Supervisors

Attest:

County Auditor
Supervisor introduced the following resolution, related to issuance of the County's General Obligation County Building Bonds, Series 2019B, and moved its adoption, seconded by Supervisor . After due consideration and discussion, the Chairperson put the question upon the adoption of said resolution, and the roll being called, the following Supervisors voted:

Ayes:

Nays:

Whereupon, the Chairperson declared the resolution duly adopted as hereinafter set out.
RESOLUTION NO. _______

Resolution providing for the issuance of $1,500,000 General Obligation County Building Bonds, Series 2019B and directing the levy of taxes to pay the same

WHEREAS, Linn County, Iowa (the “County”), State of Iowa, has proposed to issue general obligation bonds, pursuant to the provisions of Chapters 76 and 331 of the Code of Iowa, for the purpose of acquiring and remodeling a building for use by the County Transportation Department in connection with the operation of the LIFTS program; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of General Obligation County Building Bonds, Series 2019B (the “Series 2019B Bonds”) were received and canvassed on behalf of the County and the bid of BNY Mellon Capital Markets, LLC (the “Purchaser”), was determined to be the best, such bid proposing the lowest interest cost to the County; and

WHEREAS, it is now necessary to take final action for the issuance of the Series 2019B Bonds;

NOW, THEREFORE, Be It Resolved by the Board of Supervisors of Linn County, Iowa, as follows:

Section 1. The Series 2019B Bonds are hereby authorized to be issued, in the total aggregate principal amount of $1,500,000, to be dated January 23, 2019, in the denomination of $5,000 each, or any integral multiple thereof, maturing annually on June 1 in each of the years, in the respective principal amounts and bearing interest at the respective rates as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
<th>Year</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>$45,000</td>
<td>3.000%</td>
<td>2030</td>
<td>$80,000</td>
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<td>2032</td>
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<tr>
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<td>2034</td>
<td>$90,000</td>
<td>3.250%</td>
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<td>2038</td>
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<td>3.500%</td>
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Section 2. Bankers Trust Company, Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Series 2019B Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent”. The County shall enter into an agreement (the “Registrar/Paying Agent Agreement”) with the Registrar, in substantially the form as has been placed on file with the Board; the Chairperson and County Auditor are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the County; and the Registrar/Paying Agent Agreement is hereby approved.

-14- DORSEY & WHITNEY LLP, ATTORNEYS, DES MOINES, IOWA
The County reserves the right to prepay part or all of the principal of the Series 2019B Bonds maturing in each of the years 2027 to 2038, inclusive, prior to and in any order of maturity on June 1, 2026, or on any date thereafter upon terms of par and accrued interest.

If less than all of the Series 2019B Bonds of any like maturity are to be redeemed, the particular part of those Series 2019B Bonds to be redeemed shall be selected by the Registrar by lot. The Series 2019B Bonds may be called in part in one or more units of $5,000.

If less than the entire principal amount of any Series 2019B Bond in a denomination of more than $5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Series 2019B Bond, a new Series 2019B Bond or Series 2019B Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Series 2019B Bond. Notice of such redemption as aforesaid identifying the Series 2019B Bond or Series 2019B Bonds (or portion thereof) to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the County's registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Series 2019B Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Series 2019B Bonds called for redemption in the same manner as the original redemption notice was sent. All of such Series 2019B Bonds as to which the County reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Series 2019B Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2019. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Series 2019B Bonds shall be made to the registered owners appearing on the registration books of the County at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Series 2019B Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Series 2019B Bonds at the office of the Paying Agent.

The Series 2019B Bonds shall be executed on behalf of the County with the official manual or facsimile signature of the Chairperson of the Board and attested with the official manual or facsimile signature of the County Auditor, and shall be fully registered Series 2019B Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Series 2019B Bonds shall cease to be such officer before the delivery of the Series 2019B Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Series 2019B Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

DORSEY & WHITNEY LLP, ATTORNEYS, DES MOINES, IOWA
The Series 2019B Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the County kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the County upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Series 2019B Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 3. Notwithstanding anything above to the contrary, the Series 2019B Bonds shall be issued initially as Depository Series 2019B Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). On original issue, the Series 2019B Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the "Participants"). In the event that DTC determines not to continue to act as securities depository for the Series 2019B Bonds or the County determines not to continue the book-entry system for recording ownership interests in the Series 2019B Bonds with DTC, the County will discontinue the book-entry system with DTC. If the County does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the County will register and deliver replacement Series 2019B Bonds in the form of fully registered certificates, in authorized denominations of $5,000 or integral multiples of $5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the County identifies a qualified securities depository to replace DTC, the County will register and deliver replacement Series 2019B Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Series 2019B Bonds.

Ownership interest in the Series 2019B Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Series 2019B Bonds as nominees will not receive certificated Series 2019B Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the Series 2019B Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an interest in the Series 2019B Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the County to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.
The County will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term “Beneficial Owner” shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Series 2019B Bonds.

DTC will receive payments from the County, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Series 2019B Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the County to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Series 2019B Bonds acquired. Transfers of ownership interests in the Series 2019B Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Series 2019B Bonds, except as specifically provided herein. Interest and principal will be paid when due by the County to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 4. The Series 2019B Bonds shall be in substantially the following form:
(Form of Bond)

UNITED STATES OF AMERICA

STATE OF IOWA  LIND COUNTY

GENERAL OBLIGATION COUNTY BUILDING BOND, SERIES 2019B

No. ______  $________

RATE  MATURITY DATE  BOND DATE  CUSIP

_____%  June 1, _______  January 23, 2019

Linn County (the “County”), Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, NY

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of Bankers Trust Company, Des Moines, Iowa (hereinafter referred to as the “Registrar” or the “Paying Agent”), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2019, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the County at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation County Building Bonds, Series 2019B (the “Series 2019B Bonds”), issued in the aggregate principal amount of $1,500,000 by the County for the purpose of acquiring and remodeling a building for use by the County Transportation Department in connection with the operation of the LIFTS program.

The Series 2019B Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 331 of the Code of Iowa, 2017, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the County Board of Supervisors providing for the issuance and securing the payment of the Series 2019B Bonds (the “Resolution”), and reference is hereby made to the Resolution for a more complete statement as

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DORSEY & WHITNEY LLP, ATTORNEYS, DES MOINES, IOWA

The County reserves the right to prepay part or all of the principal of the Series 2019B Bonds maturing in each of the years 2027 to 2038, inclusive, prior to and in any order of maturity on June 1, 2026, or on any date thereafter upon terms of par and accrued interest.

If less than all of the Series 2019B Bonds of any like maturity are to be redeemed, the particular part of those Series 2019B Bonds to be redeemed shall be selected by the Registrar by lot. The Series 2019B Bonds may be called in part in one or more units of $5,000. If less than the entire principal amount of any Series 2019B Bond in a denomination of more than $5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Series 2019B Bond, a new Series 2019B Bond or Series 2019B Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Series 2019B Bond. Notice of such redemption as aforesaid identifying the Series 2019B Bond or Series 2019B Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the County’s registration books not less than 30 days prior to such redemption date. All of such Series 2019B Bonds as to which the County reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the County in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The County, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the County, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the County for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the County, including this Bond, does not exceed any constitutional or statutory limitations.
IN TESTIMONY WHEREOF, Linn County, Iowa, by its Board of Supervisors, has caused this Bond to be executed with the duly authorized facsimile signature of its Chairperson and attested with the duly authorized facsimile signature of its County Auditor, all as of January 23, 2019.

LINN COUNTY, IOWA

By ____________________________
Chairperson, Board of Supervisors

Attest:

______________________________
County Auditor

Registration Date: (Registration Date)

REGISTRAR’S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2019B Bonds described in the within-mentioned Resolution.

BANKERS TRUST COMPANY
Des Moines, Iowa
Registrar

By ____________________________
Authorized Officer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UTMA ____________________________ (Custodian)

As Custodian for ____________________________ (Minor)
under Uniform Transfers to Minors Act

(State)

Additional abbreviations may also be used though not in the list above.
ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint ____________________________, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: ____________________________

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.
Section 5. The Series 2019B Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon shall be delivered to the Registrar for registration, authentication and delivery to or upon the direction of the Purchaser, upon receipt of the loan proceeds (the “Proceeds”), and all action heretofore taken in connection with the sale of the Series 2019B Bonds is hereby ratified and confirmed in all respects.

Section 6. As required by Chapter 76 of the Code of Iowa, and for the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the interest on the Series 2019B Bonds as it falls due, and also to pay and discharge the principal thereof at maturity, there is hereby ordered levied on all the taxable property in the County in each of the years while the Series 2019B Bonds or any of them are outstanding, a tax sufficient for that purpose, and in furtherance of this provision, but not in limitation thereof, there is hereby levied on all the taxable property in the County the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2019, sufficient to produce the net annual sum of $108,873;

For collection in the fiscal year beginning July 1, 2020, sufficient to produce the net annual sum of $110,769;

For collection in the fiscal year beginning July 1, 2021, sufficient to produce the net annual sum of $108,819;

For collection in the fiscal year beginning July 1, 2022, sufficient to produce the net annual sum of $106,869;

For collection in the fiscal year beginning July 1, 2023, sufficient to produce the net annual sum of $104,919;

For collection in the fiscal year beginning July 1, 2024, sufficient to produce the net annual sum of $107,969;

For collection in the fiscal year beginning July 1, 2025, sufficient to produce the net annual sum of $105,869;

For collection in the fiscal year beginning July 1, 2026, sufficient to produce the net annual sum of $108,769;

For collection in the fiscal year beginning July 1, 2027, sufficient to produce the net annual sum of $106,519;

For collection in the fiscal year beginning July 1, 2028, sufficient to produce the net annual sum of $104,269;

For collection in the fiscal year beginning July 1, 2029, sufficient to produce the net annual sum of $107,019;
For collection in the fiscal year beginning July 1, 2030, sufficient to produce the net annual sum of $104,619;

For collection in the fiscal year beginning July 1, 2031, sufficient to produce the net annual sum of $107,219;

For collection in the fiscal year beginning July 1, 2032, sufficient to produce the net annual sum of $109,669;

For collection in the fiscal year beginning July 1, 2033, sufficient to produce the net annual sum of $106,857;

For collection in the fiscal year beginning July 1, 2034, sufficient to produce the net annual sum of $108,932;

For collection in the fiscal year beginning July 1, 2035, sufficient to produce the net annual sum of $110,725;

For collection in the fiscal year beginning July 1, 2036, sufficient to produce the net annual sum of $112,350;

For collection in the fiscal year beginning July 1, 2037, sufficient to produce the net annual sum of $108,675.

Section 7. A certified copy of this resolution shall be filed with the County Auditor, and the Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the County and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the County and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Series 2019B Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Series 2019B Bonds remain outstanding and unpaid, any funds of the County which may lawfully be applied for such purpose may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Series 2019B Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 6 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the County’s budget.

Section 8. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current available funds of the County in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.
Section 9. It is the intention of the County that interest on the Series 2019B Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the “Internal Revenue Code”). In furtherance thereof, the County covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Series 2019B Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the County are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

Section 10. The Securities and Exchange Commission (the “SEC”) has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the “Rule”) that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of $1,000,000 or more unless, before submitting a bid or entering into a purchase contract for such securities, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the holders of such securities to provide certain disclosure information to prescribed information repositories on a continuing basis so long as such securities are outstanding.

On the date of issuance and delivery of the Series 2019B Bonds, the County will execute and deliver a Continuing Disclosure Certificate pursuant to which the County will undertake to comply with the Rule. The County covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the County are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 11. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved January 9, 2019.

Chairperson, Board of Supervisors

Attest:

County Auditor
At the conclusion of the meeting, and upon motion and vote, the Board adjourned.

Chairperson, Board of Supervisors

Attest:

County Auditor
STATE OF IOWA

Linn County

I, the undersigned, County Auditor of Linn County, do hereby certify that as such Auditor I have in my possession or have access to the complete records of the County and of its Board of Supervisors and officers and that I have carefully compared the transcript hereof attached with those records and that the transcript hereof attached is a true, correct and complete copy of all the records in relation to the issuance of General Obligation Land and Water Legacy Bonds, Series 2019A and General Obligation County Building Bonds, Series 2019B of the County, and that the transcript hereof attached contains a true, correct and complete statement of all the resolutions adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the Board of Supervisors to issue the Series 2019A Bonds or the Series 2019B Bonds or to levy taxes to pay the principal of and interest on the Series 2019A Bonds or the Series 2019B Bonds.

I further certify that the taxes provided for in those resolutions will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2019, and subsequent years as provided in the resolutions.

WITNESS MY HAND this __________ day of ______________, 2019.

_________________________________
County Auditor
January 6, 2019

Stephen Tucker
Finance Director
Linn County Jean Oxley Public Service Center
935 Second Street, SW
Cedar Rapids, Iowa 52404-2100

   Our File No. 634201-30

Dear Steve:

Here are the resolutions that should be adopted by your Board on January 9, 2019, in order to authorize the issuance of the County’s $6,735,000 General Obligation Land and Water Legacy Bonds, Series 2019A, and $1,500,000 General Obligation County Building Bonds, Series 2019B.

The proceedings enclosed include the following items:

1. Resolution authorizing the issuance of the Series 2019A Bonds.
3. Certificate attesting transcript and levy of debt service taxes.

The form of Bond, Authentication Certificate and Assignment set out in the Resolutions should not be completed or executed

A certified copy of each resolution should be placed on file in the office of the County Auditor.

As these proceedings are completed, please return one fully executed copy to our office.

If you have any questions, please contact me.

Very truly yours,

Robert E. Josten

cc by email: Dawn Jindrich
Becky Shoop
Paul Donna
Diana Van Vleet, Bankers Trust Company
Type of Action: Amendment Request
Agreement NR186114XXXXC012
Linn County Soil Health Partnership

AGENCY NAME AND ADDRESS:
Natural Resources Conservation Service
210 Walnut Street, room 693
Des Moines, IA 50309

RECIPIENT ORGANIZATION:
Linn County
Jean Oxley Public Service Center
Cedar Rapids, IA 52404-2100

Request Justification:

Please consider this correspondence and attached revised SF424A and Linn County IPC SOW 2018 0525 as official request for amendment to the Linn County Soil Health Partnership grant.

At the time of grant submittal, the Soil Conservation Department did not have a job description in place that would allow for immediate hiring of a project coordinator. The position of Soil Health Coordinator was under development. As we continued to develop the job description it became evident that the position would end up at a higher salary scale than that outlined in the original grant Statement of Work. Development of the position description required several iterations that delayed the hiring of a coordinator. As of late December 2018, Linn County has a formal job description and has initiated the hiring process.

It also became evident from Partner Agreement Training received on September 26, that object class categories within Section B – Budget Categories of the SF-424A needed revision to meet criteria as set forth in the CFR-200.

Because of these reasons Linn County, the Indian Creek Watershed Management Authority, and its’ partners have re-evaluated budgetary allocations and secured increased local matching cash to more accurately reflect position funding as well project initiatives identified in the Statement of Work.

Thank you in advance for your consideration.

Respectfully submitted,
Statement of Work

Purpose

The purpose of this agreement between Natural Resources Conservation Service (NRCS) and Linn County Soil Conservation Department (Sponsor) is to work with landowners on conservation planning, build Iowa Nutrient Reduction Strategy awareness, and adopt soil health practices.

Project Name: Indian Creek Soil Health Partnership

Objectives

Objective 1: Increase Technical Assistance for Indian Creek Watershed.

Objective 2: Develop Stronger Partnerships in the Indian Creek Watershed.

Objective 3: Reach out to farmers and landowners, including under-served populations, in the Indian Creek Watershed.

Budget Narrative

1. Total Estimated Project Budget: $605,500.00

2. Total Federal Project Budget: $306,500.00

3. Total Non-Federal Project Budget: $299,000.00
4. Federal Budget Breakdown:

<table>
<thead>
<tr>
<th>Budget Item</th>
<th>Year end 9/2019</th>
<th>Year end 9/2020</th>
<th>Year end 9/2021</th>
<th>Year end 9/2022</th>
<th>Year end 7/2023</th>
<th>NRCS Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel (1 full-time Coordinator)</td>
<td>$17,200</td>
<td>$27,950</td>
<td>$27,950</td>
<td>$27,950</td>
<td>$27,950</td>
<td>$129,000 ($135,000 match)</td>
</tr>
<tr>
<td>Fringe benefits</td>
<td>$13,334</td>
<td>$21,666</td>
<td>$21,666</td>
<td>$21,667</td>
<td>$21,667</td>
<td>$100,000 ($0 match)</td>
</tr>
<tr>
<td>Travel</td>
<td>$360</td>
<td>$585</td>
<td>$585</td>
<td>$585</td>
<td>$585</td>
<td>$2,700 ($0 match)</td>
</tr>
<tr>
<td>Supplies</td>
<td>$640</td>
<td>$1,040</td>
<td>$1,040</td>
<td>$1,040</td>
<td>$1,040</td>
<td>$4,800 ($0 match)</td>
</tr>
<tr>
<td>Contractual</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OM analysis</td>
<td>$4,000</td>
<td>$4,000</td>
<td>$4,000</td>
<td>$4,000</td>
<td>$4,000</td>
<td>$4,000</td>
</tr>
<tr>
<td>WQ testing</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
</tr>
<tr>
<td>Surveys</td>
<td>$5,000</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$5,000</td>
</tr>
<tr>
<td>Soil Health Workshop</td>
<td>$3,000</td>
<td>$0</td>
<td>$3,000</td>
<td>$3,000</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Outreach Events</td>
<td>$0</td>
<td>$2,000</td>
<td>$0</td>
<td>$0</td>
<td>$2,000</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$16,800</td>
<td>$10,800</td>
<td>$11,800</td>
<td>$11,800</td>
<td>$15,800</td>
<td>$67,000 ($99,000 match)</td>
</tr>
<tr>
<td>Other (Training fees, registrations, memberships)</td>
<td>$400</td>
<td>$650</td>
<td>$650</td>
<td>$650</td>
<td>$650</td>
<td>$3,000 ($0 match)</td>
</tr>
<tr>
<td>Indirect costs (Indian Creek Watershed Authority Administration)</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0 ($65,000 match)</td>
</tr>
</tbody>
</table>

The total project budget, including match, is $605,500. The requested NRCS funds will be used to support the Soil Health Coordinator for 5 years to increase practice adoption through outreach and conservation planning. Matching funds will support coordinator expenses, training, outreach events, and water quality monitoring.

The Indian Creek Watershed Management Authority (ICWMA) and its partners are committing $139,000 in cash match to support the coordinator expenses and food for outreach events. Additionally, ICWMA is pledging $65,000 in-kind match to support coordinator training, outreach activities, and partnership building. Coe College pledges $95,000 in water monitoring support over the five years, which is the summation of their annual budget provided by the City of Cedar Rapids to collect & analyze water samples in the Indian Creek watershed.
Responsibilities of the Parties:

A. The Sponsor will:

1. Ensure that employees and contractors assigned by the Sponsor to complete work products under this agreement will be qualified through education, training, experience or a combination therein to perform the work assigned by the Sponsor.
   a. Assigned employees and contractors will comply with all applicable federal, state, tribal, and local laws and requirements; meet applicable USDA standards, specifications, and program requirements; be consistent with conservation program goals and objectives.
2. Hire a full-time Project Coordinator to focus on conservation planning, soil health practice implementation, and promoting the Iowa Nutrient Reduction Strategy (INRS).
3. Train the Coordinator in the NRCS 9-step planning process, with training sufficient for the Project Coordinator to qualify for NRCS Apprentice Planner status, and orient them to the watershed.
4. Make eight new landowner contacts each quarter.
5. Work with landowners to develop conservation plans on 11,200 acres (35% of watershed).
6. Document soil health benefits as predicted by the Iowa NRCS Conservation Practice Physical Effects table on 25% of agricultural land in the Indian Creek watershed.
7. Develop site-specific water quality monitoring plans for at least 5 project areas.
8. Help clients implement 5,000 new acres of cover crops; 2,000 new acres of no-till/strip-till; 500 new acres of conservation cover (including filter strips, native plantings, and pollinator habitat); and 5 sites for saturated buffers and/or bioreactors.
9. Meet with Indian Creek Watershed Management Authority (ICWMA) partners quarterly to share project ideas and resources.
10. Create a database of ICWMA partner contacts and conservation assistance programs and continually update it on the ICWMA website.
11. Complete at least 3 new technical assistance or practice expansion projects.
12. Submit an evaluation of partnership engagement outcomes, soil health conditions, water quality monitoring results, conservation planning efforts and practice adoption to the ICWMA and NRCS.
13. Measure baseline landowner knowledge of soil health, the INRS, and associated practices using a pre-project survey and submit the report to the ICWMA and NRCS.
14. Establish a bi-annual Indian Creek watershed e-newsletter and distribute it to watershed landowners.
15. Deliver at least 2 school/FFA/environmental group presentations each year (10 presentations minimum) to raise soil health and INRS awareness.
16. Host at least one field day each year for a minimum of 5 to build soil health and INRS awareness.
17. Deliver one soil health workshop each year in 2019, 2020, and 2021 to increase interest in soil health practices.
18. Partner with Women, Food & Agriculture Network to deliver two Women Caring for the Land meetings focused on soil health practices.
19. Complete a final report summarizing landowner contacts, pre- & post-survey awareness results, and outreach activities, and post it on the ICWMA website and in the project newsletter, and submit it to NRCS by 5/30/23.
B. NRCS will:

1. Designate as their Iowa Administrative Contact

   Teresa Steffens  
   USDA-NRCS  
   120 North Industrial Parkway, Suite 4  
   West Union, IA 52175-1612  
   Phone 563-422-6201  
   teresa.steffens@ia.usda.gov

   Additional contacts are as listed on the NRCS-ADS-093.

2. Reimburse the recipient in accordance with the terms of this Agreement, not to exceed every 30 days.

3. Attend ICWMA and sub-watershed project groups meetings as resources allow and serve as a technical resource to those bodies.

4. Provide information on NRCS technical standards and specifications.

5. Provide information on available training opportunities and allow for participation in NRCS training sessions.

6. Provide access to NRCS-managed publicly-available geospatial data layers

7. Provide access to NRCS Soil Health information tools as needed.

8. Provide office space, and provide access to NRCS computers, equipment and vehicles as resources permit.

SPECIAL PROVISIONS:

A. The Sponsor will:

1. Using the form provided by NRCS, the Sponsor will provide semi-annual progress reports until the completion or expiration of the agreement. Reports will include, but not be limited to, project update by task, copies of outreach materials, press releases, project and event photographs, names of participating producers, and conservation plans.

2. Follow all provisions included within the USDA/NRCS General Terms and Conditions for Grants and Cooperative Agreements.

Expected Accomplishments and Deliverables

1. A letter confirming that the Project Coordinator has been hired, including the name and description of the person’s existing skillsets and remaining training needs.

2. Confirmation in project reports of completion of the Project Coordinator’s completion of Conservation Planning training and completion of watershed orientation.

3. Documentation in project reports of the at least eight new landowner contacts each quarter, including the names and locations of those contacts.

4. Completed conservation plans meeting NRCS planning requirements, ready for District Conservationist signature on the CPA-52 on 11,200 acres (35% of watershed). A list of completed plans will be provided to the NRCS Technical Contact.

5. Documentation in project reports of soil health benefits as predicted by the Iowa NRCS Conservation Practice Physical Effects table on 25% of agricultural land in the Indian Creek watershed.
6. Copies of site specific water quality monitoring plans developed for at least 5 project areas will be provided to the NRCS Technical Contact.

7. 5,000 new acres of cover crops; 2,000 new acres of no-till/strip-till; 500 new acres of conservation cover (including filter strips, native plantings, and pollinator habitat); and 5 sites for saturated buffers and/or bioreactors will be documented in accordance with NRCS requirements in client case files and the NRCS reporting system. Summary information of completed practices, including client names, will be included in semi-annual project progress reports.

8. Copies of quarterly ICWMA partner meeting agendas, minutes and attendance lists will be provided to the NRCS Technical Contact.

9. Completion of the database ICWMA partner contacts and conservation assistance programs and the URL of the ICWMA website will be documented in a semi-annual project progress report.

10. Case studies of at least 3 new technical assistance or practice expansion projects completed through new partnerships will be provided to the NRCS Technical Contact.

11. A written evaluation of partnership engagement outcomes, soil health conditions, water quality monitoring results, conservation planning efforts and practice adoption will be submitted to ICWMA and the NRCS Technical Contact.

12. A written report on baseline landowner knowledge of soil health, the INRS, and associated practices measured through pre-survey will be provided to the NRCS Technical Contact.

13. A copy of the Indian Creek watershed e-newsletter will be provided to the NRCS Technical Contact.

14. Documentation at least 10 school/FFA/environmental group presentations on soil health and INRS awareness will be provided to the NRCS Technical Contact. Documentation will include a copy of the presentation and a list of the schools/groups to which presentations were given.

15. Agendas, attendance lists and event evaluation summaries for five (5) field days on soil health and INRS awareness will be provided to the NRCS Technical Contact.

16. Agendas, attendance lists and event evaluation summaries for three soil health workshops will be provided to the NRCS Technical Contact.

17. Agendas, attendance lists and event evaluation summaries for two Women Caring for the Land meetings on soil health practices will be provided to the NRCS Technical Contact.

18. A final report summarizing landowner contacts, pre- & post survey awareness results, and outreach activities will be posted on the ICWMA website, conveyed in the newsletter, and will be provided to the NRCS Technical Contact.

Resources Required

NRCS will provide funding. NRCS will also provide office space, and provide access to NRCS computers, equipment and vehicles as resources permit. Linn County will provide supervision to the Project Coordinator and travel expenses when NRCS vehicles are not available.

Milestones

9/15/2018 - Project Coordinator hired.

11/2018 and ongoing - ICWMA partner coordination

1/5/2019 - First issue of a bi-annual Indian Creek watershed e-newsletter distributed to watershed landowners.

3/1/2019 - ICWMA partner and programs database complete and operating

3/15/2019 - Conservation Planning training for the Project Coordinator to achieve Apprentice level certification.
Quarterly - Landowner contacts (eight/quarter)

3/15/2019 and ongoing - Conservation planning assistance provided.


5/1/2019 - Baseline landowner knowledge of soil health, the INRS, and associated practices measured through pre-survey.

6/1/2019 - Water quality monitoring plans developed for five sites.

6/15/2019 and annually through 2023 - At least 2 school/FFA/environmental group presentations - delivered each year of project.

6/30/2019 and annually through 2023 - Soil Health and INRS field day held.

6/30/2019 and annually through 2021 - Soil Health workshop held.

6/30/2023 - Conservation practice implementation complete.

6/30/2023 - Final evaluation and project report complete.
## SECTION A - BUDGET SUMMARY

<table>
<thead>
<tr>
<th>Grant Program Function or Activity</th>
<th>Catalog of Federal Domestic Assistance Number</th>
<th>Estimated Unobligated Funds</th>
<th>New or Revised Budget</th>
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<tr>
<td></td>
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<td>Federal (c)</td>
<td>Non-Federal (d)</td>
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<tr>
<td>1. USDA-NRCS-IA-IPC-18-01</td>
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<td>$</td>
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<tr>
<td>Iowa Partners for Conservation - Soil Health Partnership</td>
<td>Request</td>
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<td>2. USDA-NRCS-IA-IPC-18-01</td>
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<td>Iowa Partners for Conservation - Soil Health Partnership</td>
<td>Cash Match</td>
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</tr>
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<td>3. USDA-NRCS-IA-IPC-18-01</td>
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<tr>
<td>Iowa Partners for Conservation - Soil Health Partnership</td>
<td>In-Kind Match</td>
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<tr>
<td>4.</td>
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<tr>
<td>5. Totals</td>
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<td>$306,500.00</td>
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**SECTION B - BUDGET CATEGORIES**

6. **Object Class Categories**

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<tr>
<th>(1)</th>
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<th>(3)</th>
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<td>$</td>
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<td><strong>d. Equipment</strong></td>
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<td><strong>f. Contractual</strong></td>
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<td><strong>h. Other</strong></td>
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<td><strong>i. Total Direct Charges (sum of 6a-6h)</strong></td>
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<td><strong>j. Indirect Charges</strong></td>
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<td><strong>k. TOTALS (sum of 6i and 6j)</strong></td>
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<td>$160,000.00</td>
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7. **Program Income**

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### SECTION C - NON-FEDERAL RESOURCES

<table>
<thead>
<tr>
<th>(a) Grant Program</th>
<th>(b) Applicant</th>
<th>(c) State</th>
<th>(d) Other Sources</th>
<th>(e) TOTALS</th>
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<td>$299,000.00</td>
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<td>11.</td>
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<td>12. TOTAL (sum of lines 8-11)</td>
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<td>$16,244.00</td>
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<td>14. Non-Federal</td>
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<td>15. TOTAL (sum of lines 13 and 14)</td>
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<td>$16,244.00</td>
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### SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

<table>
<thead>
<tr>
<th>(a) Grant Program</th>
<th>(b) 1st Year</th>
<th>(c) 2nd Year</th>
<th>(d) 3rd Year</th>
<th>(e) 4th Year</th>
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<tr>
<td>16. USDA-NRCS-IA-1PC-18-01 Iowa Partners for Conservation - Soil Health Partnership</td>
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<td>$63,691.00</td>
<td>$63,692.00</td>
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<td>17.</td>
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<tr>
<td>18.</td>
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<td>19.</td>
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<td>20. TOTAL (sum of lines 16 - 19)</td>
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<td>$63,692.00</td>
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### SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges: 

22. Indirect Charges: 

23. Remarks: 

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MH/DS of the East Central Region
Member Counties: Benton, Bremer, Buchanan, Delaware, Dubuque, Iowa, Johnson, Jones, Linn

Strategic Project Agreement

Contract Effective Date: **July 1, 2018**

Parties: MH/DS of the East Central Region
1240 26th Ave Ct. SW
Cedar Rapids, Iowa 52404

Provider: Linn County LIFT Dept/3293

This Agreement is made and entered into by and between MH/DS of the East Central Region (hereafter “Region”) and the Provider identified above (hereafter “Provider”). The purpose of this Agreement is to establish the terms and conditions agreed to by the Region and the Provider for distribution of grant Awards to support Projects which meet the Region’s Management Plan (hereafter “Management Plan”), the manner in which the Project will be implemented, and other requirements the Provider must meet to receive the Award.

This Agreement shall consist of the following parts:

- Sections 1 through 10, generally setting out the terms of the Agreement;
- Signature page, which shall contain the effective dates of the Agreement; the names of the parties, the signatures of the persons authorized to sign the Agreement for the respective parties, and the dates of such signatures;
- The MH/DS of the East Central Region Management Plan, which is incorporated in this contract by this reference.

The statements and intentions of the parties, to this contract, are as follows:

MH/DS of the East Central Region is an inter-governmental entity organized under Chapter 28E of the Code of Iowa, governed by its Governing Board. Mental health services are funded by the Region and administered by the Chief Executive Officer within the scope and according to the criteria of the Regional Management Plan. The Region is interested in contracting with Provider to provide grant Awards for Provider Projects for the benefit of MH/DS of the Region consumers.
In consideration of the premises and promises contained herein, it is mutually agreed by and between the Region and Provider as follows:

SECTION 1
Definitions

Agreement: This document which contains the rights and responsibilities of the Region and the Provider who desire to contract with each other for Awards to implement Projects

Assignment: The act of transferring to another all or part of one’s property interest or rights.

Award: A grant from the Linn County fund balance.

Chief Executive Officer: Administrator of the Region Management Plan as approved by the director of the Department of Human Services.

Client: A person who is eligible and authorized to receive funding as defined in the Management Plan as approved by the Director of Human Services.

Habilitation Home: A residential facility that has 16 beds or less. This definition includes facilities that identify as residential care facilities and intermediate care facilities.

Management Plan: Refers to the Region Management Plan as approved by the Director of Human Services.

Project: Project or other objective from regional service providers or other stakeholders which must comply with the Management Plan. Project may include, but not be limited to, a program or project.

Region: Refers to the MH/DS of the East Central Region, the inter-governmental entity created under Chapter 28E of the Code of Iowa and Section 331.390 that include the following member counties: Benton, Bremer, Buchanan, Delaware, Dubuque, Iowa, Johnson, Jones, Linn.

Regional Strategies: Refers to the five (5) strategies outlined in the Service Plan.

Service Plan: Refers to the Region’s Community Services Plan as approved by the MH/DS of the East Central Region’s Governance Board, which was the result from stakeholder workgroup meetings required pursuant to Iowa Code Section 426B.3. The Service Plan includes five (5) Regional Strategies.

State Auditor: Refers to the Iowa State Auditor’s Office.

Subcontract: The act in which one party to the original Agreement enters into a contract with a third party to provide some or all of the services listed in the original contract.
SECTION 2

Duties of Provider

Section 2.1 Submission of Project to Region. Providers who receive Award from the Region shall submit a copy of their Project plan to the Region. The plan shall detail the services or the objective to be met and how implementation will occur. The Project plan shall show it meets the requirements of serving mental health needs. Project shall be assigned project number for tracking should the Award expenditure be audited.

Section 2.2 Compliance with Region Management Plan. Projects shall pertain to mental health services or the delivery of those mental health services. Projects shall be identified as permissible in the Region’s Management Plan. Projects will not pertain to substance abuse services unless the Provider is also delivering mental health services as part of the overall services. Failure to comply with these requirements may result in the loss of the Award and/or termination of this contract. Provider shall be responsible for any repayment of the Award to the Region at the direction of the State Auditor.

Section 2.3 Compliance as a Habilitation Home. A Provider identified as a Habilitation Home shall be responsible for ensuring the Project complies with all applicable laws, regulations, rules, or other requirements to maintain status as a Habilitation Home. The Provider’s failure to comply with the requirements in Section 2.2 may result in the loss of the Award and/or termination of this Agreement. Provider shall be responsible for any repayment of the Award to the Region at the direction of the State Auditor. Provider shall be responsible to maintain eligibility as an agency to meet setting rules requirements and other capacity requirements, and deliver services paid by Medicaid for Medicaid-eligible individuals. Failure to comply with setting rules requirements may result in loss of the Award and/or termination of this Agreement. Provider shall be responsible for any repayment of the Award to the Region.

Section 2.4 Other Duties of Provider.

a. Providers are responsible for assisting the consumer with maintaining their Medicaid eligibility. The Region is not responsible for payment when Medicaid is lost due to non-compliance with the Medicaid process.

b. Providers shall submit requested information for auditing purposes.

SECTION 3

Duties of the Region
Section 3.1 Compliance. Region shall grant Awards for Projects which comply with mental health services or the delivery of those mental health services. Region shall ensure that Awards given for Projects are distributed as permissible expenditures under state law. Failure to comply with the requirements set forth in Section 2.2 or violation of federal and state laws may result in the termination of this contract or repayment to the Region.

Section 3.2 Prohibitions. Region will not implement policies or rules on Projects that would prevent, prohibit, restrict, or otherwise hinder Providers from providing covered services to Clients in accordance with state and federal law.

Section 3.3 Award Distribution. The Region shall pay Provider a total Award of $5,000 payable in disbursements to be determined by the Region.

SECTION 4
Relationship Between the Parties

Section 4.1 Relationship Between Region and Provider. The relationship between the Region and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain social security, workers' compensation and all other employee benefits covering Provider's employees as required by law.

SECTION 5
Hold Harmless, Indemnification and Liability Insurance

Section 5.1 Provider Hold Harmless and Indemnification. Provider shall defend, hold harmless and indemnify the Region against any and all claims, liability, damages or judgments asserted against, imposed or incurred by the Region that arise out of acts or omission of Provider or Provider’s employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.2 Non-Compliance. Provider shall defend, hold harmless and indemnify the Region against any consequences arising from a non-compliance of the Provider's Project, including any pay back of Award to the state of Iowa. Region shall not be responsible for any Award pay back in the event the Provider's Project falls into non-compliance.

Section 5.3 Region Hold Harmless and Indemnification. The Region shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or
omission of the Region and its, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.4 Liability Insurance.

a. Provider Liability Insurance. Provider shall procure and maintain, at the Provider’s own expense, professional liability insurance and comprehensive general or umbrella liability insurance. Evidence of insurance shall be provided at the time of execution of this Agreement and may be provided in the form of a certificate of insurance.

b. Extended Coverage. Liability insurance may be on either an occurrence basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail coverage) for a period of not less than three (3) years after the end of the contract term, or an agreement to continue liability coverage with a retroactive date on or before the beginning of the contract term, shall also be provided.

SECTION 6

Laws and Regulations

Section 6.1 Laws and Regulations. Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal and state laws.

Section 6.2 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any individual based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability. Provider agrees to ensure mental health services are rendered to Region clients in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

Section 6.3 Equal Opportunity Employer. The Region is an equal employment opportunity employer. The Region supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with the Region’s Equal Employment Policy as expressed herein.

Section 6.4 Confidentiality of Records. The Region and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to the Region clients under this Agreement in accordance with any applicable laws and regulations, including HIPAA. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from the Region about clients, it is fully bound by
federal and state laws and regulations, including HIPAA, governing the confidentiality of medical records, mental health records and protected health information.

SECTION 7
Term and Termination

Section 7.1 Term. The initial term of this Agreement shall be for a period of one (1) year, commencing on the date first above written, unless terminated earlier by either party in accordance with this Agreement.

Section 7.2 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause upon sixty (60) days prior written notice of termination to the other party.

Section 7.3 Termination With Cause by the Region. The Region shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider’s license, certification or accreditation; (b) Provider’s loss of any liability insurance required under this Agreement; (c) bankruptcy filing by the Provider, or (d) Provider’s material breach of any of the terms or obligations of this Agreement.

Section 7.4 Termination With Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to the Region upon the occurrence of the Region’s material breach of any of the terms or obligations of this Agreement.

Section 7.5 Information to Region Clients. Provider acknowledges the right of the Region to inform the Region’s clients of Provider’s termination and agrees to cooperate with the Region in deciding on the form of such notification.

Section 7.6 Notices to the Region. Any notice, request, demand, waiver, consent, approval or other communication to the Region regarding this Agreement which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Mechelle Dhondt, CEO
MH/DS of East Central Region of Iowa
1240 26th Ave. Ct. SW
Cedar Rapids, IA 52404

Section 7.7 Notices to Provider. Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:
SECTION 8
Amendments

Section 8.1 Amendment. This Agreement may be amended at any time by the mutual written agreement of the parties. The Region may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to the Region within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period. All Amendments shall maintain Project compliance.

Section 8.2 Regulatory Amendment. The Region may amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

Section 8.3 Region Management Plan Amendment. The Region may also amend this Agreement to comply with changes in the Management Plan and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

SECTION 9
Payment Process

Section 9.1 Process. Provider shall submit monthly billing invoices and other requested information for utilization review, as directed in Iowa Administrative Code 441-25.21(1)k. Invoices shall include the following:

a. name and unique identifier of each individual served during the reporting period (if billed by person);
b. identifier and name of service(s) provided;
c. number of units of service, unit rate and total cost of units provided to each individual;
d. reimbursement billed to other sources (including client participation or co-pay), and therefore deducted from the county costs, for each individual;
e. actual amount to be charged to the Region for each individual for the period; and
f. when requested, attendance records and/or other documentation substantiating service provision.
Section 9.2 Invoice Submission. Providers may e-mail invoices or send invoices through the regular mail. Invoices may not be faxed. Invoices shall be submitted within sixty (60) days of the service provided unless the Provider is waiting for third party payment. No bill will be paid that is over one year old from the date of service rendered without specific approval from the Region’s Regional Governing Board or unless there is a statutory obligation. Invoices may be submitted to either:

a. claims@ecriowa.us; or

b. Julie Davidson
   Buchanan County Community Services
   210 5th Ave. NE
   Independence, IA 50644

All eligible bills shall be paid within 60 days of receipt of required documentation unless unforeseen circumstances exist.

Section 9.3 Duties of the Region. The Region shall review the invoices and additional utilization information in comparison with service funding authorizations in place. The Region shall only reimburse for those services that are authorized and at the rate approved in the contract.

SECTION 10
Other Terms and Conditions

Section 10.1 Non-Exclusivity. This Agreement does not confer upon the Provider any exclusive right to provide services to the Region’s clients in Provider’s geographical area. The Region reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

Section 10.2 Assignment. Provider will not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of the Region.

Section 10.3 Subcontracting. Provider will not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to the Region.

Section 10.4 Entire Agreement. This Agreement and attachments attached hereto constitute the entire Agreement between the Region and Provider.

Section 10.5 Rights of Provider and the Region. Provider agrees that the Region may use Provider’s name, address, telephone number, description of Provider and Provider’s care and specialty services in any promotional activities. Otherwise, Provider and the
Region shall not use each other’s name, symbol or service mark without prior written approval of the other party.

Section 10.6 Invalidity. If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

Section 10.7 No Waiver. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

This Agreement has been executed by the parties hereto, through their duly authorized officials.

Provider: Linn County LIFT Department

Region: Mechelle Dhondt, CEO
MH/DS of East Central Region of Iowa
1240 26th Ave. Ct. SW
Cedar Rapids, IA 52404

All communications will be deemed given upon delivery or attempted delivery to the person designated above at the designated address.
Provider Agreement Signature Page

Contract effective Date: July 1, 2018

By:________________________________________
MH/DS of the East Central Region Governance Board
Print Name: _________________________________
Title: ______________________________________
Date: ______________________________________

By:________________________________________
Provider
Print Name:_________________________________
Title:_______________________________________
Date:_______________________________________

By:________________________________________
RESOLUTION #___________

SET PUBLIC HEARING FOR CONVEYANCE OF VACATED RIGHT-OF-WAY

WHEREAS, the Board of Supervisors, Linn County, Iowa, is empowered under authority of §331.361, Code of Iowa, to dispose of the interest of Linn County, Iowa, in real property, and

WHEREAS, the Board of Supervisors, Linn County, Iowa, has vacated portions of right-of-way described as:

LEGAL DESCRIPTION

Part of the Southwest quarter of the Southwest fractional quarter, Section 17, Township 85 North, Range 5 West of the Fifth Principal Meridian, Linn County, Iowa as shown in exhibit “A” attached hereto by this reference made a part hereof and described as follows:

The west 33 feet of the former Bridge Street right-of-way from the northwesterly Boy Scouts Road right-of-way line to the north right-of-way line of the former 4th Street;
All of the former West Street right-of-way lying north of the centerline of the former 2nd Street;
All of the former 4th Street right-of-way lying west of the centerline of former Bridge Street;
All of the former 3rd Street right-of-way lying west of the northwesterly Boy Scouts Road right-of-way;
The former 2nd Street right-of-way from the former West Street to the northwesterly Boy Scouts Road right-of-way line, excepting the south half of the former 2nd Street right-of-way from the former West Street to the centerline of the unnamed alley;
The unnamed alley right-of-way from the northwesterly Boy Scouts Road right-of-way line to the north right-of-way of former 4th Street, excepting the west half of the unnamed alley right-of-way from the northwesterly Boy Scouts Road right-of-way line to the centerline of former 2nd Street.

Said area contains 3.72 acres more or less, subject to easements and restrictions of record.

and

WHEREAS, Ken A Lillig & Kay D Lillig Cotter, owner of real property adjacent to the above described parcel of vacated right-of-way desire to obtain whatever interest Linn County may have in the above described parcel of vacated right-of-way.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, this date met in lawful session that a public hearing shall be held for the purpose of determining whether Linn County, Iowa, will convey to Ken A Lillig & Kay D Lillig Cotter, whatever interest Linn County, Iowa, may have in the above described parcel of vacated right-of-way.

BE IT FURTHER RESOLVED that said hearing shall be held on the 28th day of January, 2019, at 9 o’clock, in the informal Board Room on the lower level of the Jean Oxley Linn County Public Service Center, 935 2nd St SW, Cedar Rapids, Iowa, for the above stated purpose and that notice of the time and place of said public hearing shall be published in accordance with §331.305, Code of Iowa.
Dated at Cedar Rapids, Linn County, Iowa, this ____ day of ________, 20__.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

___________________________________
Chairperson

ATTEST:

___________________________________
Vice Chairperson

___________________________________
Supervisor

Linn County Auditor

STATE OF IOWA   )
COUNTY OF LINN)SS

I, ____________________________, County Auditor of Linn County, Iowa, Linn County, Iowa, hereby certify
that at a regular meeting of the said Board, the foregoing resolution was duly adopted by a vote of _____ aye, _____ nay and
_____ abstained from voting.

___________________________________
Linn County Auditor

Subscribed and sworn to before me by the aforesaid on this _____ day of ________________, 20__.

___________________________________
Notary Public, State of Iowa
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, 2019 and January 31, 2020 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).
Considered and passed on this 9th day of January 2019.

Motion by: ___________________________  Second by: ___________________________

Voting

Aye: ___________________________
Nay: ___________________________
Abstain: ________________________
Absent: _________________________

______________________________
Chairperson

______________________________
Vice Chairperson

______________________________
Supervisor

ATTEST:

______________________________
Joel Miller, Linn County Auditor
December 19, 2018

Iowa Department of Public Health
Attn: Becky Swift & State Health Facilities Council
Lucas State Office Building
321 E. 12th Street
Des Moines, Iowa 50319-0075

REM Iowa, Inc., Federal ID #41-1499229, is requesting certificate of need approval to build and open two eight-bed Intermediate Care Facilities for the Intellectually Disabled (ICFs/ID) homes in Linn County. Two new facilities are being proposed to be built for and are intended to be occupied by 15 individuals currently living in and receiving support from UnityPoint Health-Cedar Rapids at the Living Center East facility, New Horizons unit. On 10/22/18 it was announced that New Horizons will discontinue their 26-bed ICF/ID operations with an anticipated closure date of 2/1/19. REM Iowa is the only ICF/ID provider that supports adults in Linn County. The building in which New Horizons occupies, Living Center’s East, has been sold to the Catherine McAuley Center. Effective 2/1/19 REM Iowa will assume operations and the license of the ICF/ID unit at New Horizons and continue to provide support in the existing location pending approval by the Health Facilities Council and construction of the two new smaller homes. It is anticipated the relocation/transition will take place late fall/early winter of 2019.

According to IAC Chap. 77.37(14) e. (2) the following requirements have been met:

- This will not result in an overconcentration of community based ICF/ID homes in Linn County.
- The quantity of services currently available in Linn County is insufficient to meet the need.
- The housing available in Linn County is insufficient to meet the specific needs of this population.

The Mental Health/Disability Services of the East Central Region are supportive of REM Iowa opening these homes and filling this unmet need.

Sincerely,

Mechelle Dhondt, CEO
MH/DS East Central Region