LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA
Monday, February 17, 2020
10 a.m.
Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA

Call to Order

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

Minutes Discuss and decide on meeting minutes.

Proclamation 100 Year Anniversary of the League of Women Voters retroactive to February 14, 2020
Discuss payment of local match for 2 Glaval buses for the LIFT’s Department. Bus numbers 268 and 269
Discuss a new Loan Agreement between Troy Mills Area Housing Development and Linn County
Discuss a Vacancy Form requesting a Network Security Analyst Server Associate for the IT Department
Discuss proposed ordinance and set a public hearing date for ATV use in Linn County.
Discuss 28E Agreement with the City of Alburnett for Building Services.
Discuss a Vacancy Form requesting a Planning Intern for the Planning and Development Department.
Discuss and decide on a proposal from Monawar Studios to create videos for the 2020 State of the County presentation.

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.

Payroll Authorizations Discuss and decide on Employment Change Roster (payroll authorizations).

Claims Discuss and decide on claims.

Correspondence

Legislative Update

Appointments

Adjournment

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

PROCLAMATION

100 Year Anniversary of the League of Women Voters

WHEREAS, 100 years ago the League of Women Voters, a non-partisan civic organization, was created just six months before the final passage of the 19th Amendment to the U.S. Constitution granting women the right to vote; and

WHEREAS, the League of Women Voters has worked since 1920 to improve our system of government and assure that eligible women and men are registered to vote; and

WHEREAS, the League of Women Voters of Linn County, Iowa serves our citizens by providing information on candidate issues and by furnishing a non-partisan platform from which all School Board, State, County, Mayor and City Council candidates may be seen and heard; and

WHEREAS, the League of Women Voters of Linn County, Iowa, including both female and male members, collaborates with other organizations to achieve voter education, to increase civic participation, and voting, to create lasting change in the community, and to make democracy work.

NOW, THEREFORE, BE IT PROCLAIMED, that we, the Linn County Board of Supervisors, in recognition of their 100th Birthday, do hereby proclaim February 14, 2020 as: League of Women Voters 100th Birthday Celebration in the community and encourage all citizens to actively and appropriately participate.

Linn County Board of Supervisors

Chairperson
# Invoice

**ECICG**
EAST CENTRAL IOWA COUNCIL OF GOVERNMENTS
YOUR REGIONAL PLANNING AGENCY
700 16th Street NE, Suite 301
Cedar Rapids, IA 52402

<table>
<thead>
<tr>
<th>Phone #</th>
<th>Fax #</th>
</tr>
</thead>
<tbody>
<tr>
<td>319-365-9941</td>
<td>319-365-9981</td>
</tr>
</tbody>
</table>

**Date** | **Invoice #**  
1/31/2020  | 8814

**Bill To**

LINN CO LIFTS
625 31ST AVENUE SW
CEDAR RAPIDS IA 52404

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<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LOCAL MATCH FOR BUSES 268 &amp; 269</td>
<td>29,276.00</td>
<td>29,276.00</td>
</tr>
</tbody>
</table>

Please remit payment within 30 days.

**Total**  
$29,276.00
LOAN AGREEMENT WITH SECURITY

This Loan Agreement with Security (Loan Agreement) is made by Troy Mills Area Housing Development Corporation (Recipient) and Linn County, Iowa (Lender).

Recipient is indebted to Lender in the principal sum of $12,800.00, payable as provided in a certain Promissory Note dated February 12, 2020. The terms and conditions of such Promissory Note are incorporated herein by reference.

Therefore, to secure the payment of the above indebtedness, Recipient hereby mortgages and conveys to Lender all the following real estate:

All of Lots 1, 2, 3, 4; the West 88 Feet of Lot 5; and the West 88 Feet of Lot 6, all in Block 3, Original Town of Troy, Linn County, Iowa, subject nevertheless to all easements, conditions and uses of record.

Subject to all valid easements, rights of way, covenants, conditions, reservations and restrictions of record, if any.

To have and to hold the same, together with all the buildings, improvements and appurtenances belonging thereto, if any, to the Lender its successors and assigns forever.

Recipient covenants with Lender that:

1. Recipient will promptly pay the above indebtedness when due;

2. Recipient will promptly pay and discharge all real estate taxes, assessments and charges assessed upon the property when due

3. Recipient will keep the buildings and improvements on the property, if any, insured against loss by fire and other casualty with Lender named as an additional insured;
4. Recipient will neither make nor permit any waste upon the property and will maintain the property and any improvements in good repair;

5. Recipient will not remove or demolish any building or improvement on the property without the consent of Lender;

6. If Recipient shall sell, convey or transfer, voluntarily or involuntarily, all or any interest in the above property, Lender may, at its option, declare the entire indebtedness secured hereby to be immediately due and payable;

7. Lender shall be entitled to the appointment of a receiver in any action to foreclose this Loan Agreement; and

9. Recipient will warrant and defend the title to the property against the lawful claims and demands of all persons.

If any payment required under such Promissory Note is not paid when due, or if default shall be made by Recipient in the performance of any agreement, term or condition of this Loan Agreement or such Promissory Note, Lender may, at its option, declare the entire indebtedness secured hereby to be immediately due and payable and may enforce payment of such indebtedness by foreclosure of this Loan Agreement or otherwise, in the manner provided by law. Recipient shall pay all costs and expenses, including reasonable attorney's fees, incurred by Lender by reason of Recipient's default.

Provided, however, that if Recipient shall pay the above indebtedness and faithfully perform all agreements, terms and conditions of this Loan Agreement and such Promissory Note, then this Loan Agreement shall be null and void.

The rights and remedies of Lender herein are cumulative, not exclusive, and are in addition to all other rights and remedies available to Lender at law or equity. Failure of Lender to exercise any right or remedy at any time shall not be a waiver of the right to exercise any right or remedy on any future occasion.

If any provision of this Loan Agreement shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
Kevin R. Ward, President
Troy Mills Area Housing Development Corporation

Ben Rogers, Chairperson
Linn County Board of Supervisors

STATE OF IOWA )
   ) ss:
COUNTY OF LINN )

On this 12 day of February, 2020, before me, Dawn Aberle, a Notary Public in and for the State of Iowa, personally appeared Kevin R. Ward, to me personally known, and who, being by me duly sworn, did say that he is the President of the Troy Mills Area Housing Development Corporation; that the instrument was signed on behalf of the corporation, by authority of its Board of Directors, and Kevin R. Ward acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

NOTARY PUBLIC
STATE OF IOWA

DAWN MARIE ABERLE
COMMISSION NUMBER 186220
MY COMMISSION EXPIRES
8-21-2020

STATE OF IOWA )
   ) ss:
COUNTY OF LINN )

On this _______ day of February, 2020, before me ____________________________, a Notary Public in and for the State of Iowa, personally appeared Ben Rogers, to me personally known, and who, being by me duly sworn, did say that he is the Chairperson of the Board of Supervisors of Linn County, Iowa; that the instrument was signed on behalf of the corporation, by authority of its Board of Supervisors, and Ben Rogers acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

NOTARY PUBLIC
STATE OF IOWA
SELECT ONE:
☐ NEW POSITION
☐ REPLACEMENT

SELECT ONE:
☐ NEW JOB CLASSIFICATION
☐ EXISTING JOB CLASSIFICATION

JOB TITLE: NETWORK SECURITY ANALYST SERVER ASSOCIATE

DEPARTMENT: I.T.

VACANCY DATE: ______________________________

SHIFT/HOURS: TBD

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if applicable):
☐ BUDGET OFFER - FY'20
☐ GRANT FUNDING
☐ OTHER: ______________________________

NEW POSITION FUNDING SOURCE(S):

Unfilled budget offer from FY'20.

POST TO INSIDE: ☐ YES ☐ NO

ADVERTISE: ☐ YES ☐ NO

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

POSITION TYPE:
☐ FULL-TIME ☐ PART-TIME # of hours/week ☐ TEMPORARY/SEASONAL (75 working days or less)
☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED
☐ BARGAINING UNIT: ☐ Clerical ☐ Maintenance ☐ Para Professional ☐ Professional
☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME
☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: _____________________________ 2/13/2020

DEPARTMENT HEAD (original signature required) DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____________________________ STARTING SALARY: _____________________________

HR DIRECTOR COMMENTS: _____________________________

FINANCE/BUDGET DIRECTOR COMMENTS: _____________________________

APPROVED BY: _____________________________ 2/13/2020

HUMAN RESOURCES DIRECTOR DATE

APPROVED BY: _____________________________ 2/4/2020

FINANCE/BUDGET DIRECTOR DATE

APPROVED BY: _____________________________

CHAIRPERSON/BOARD OF SUPERVISORS DATE
LINN COUNTY AND CITY OF ALBURNETT
AGREEMENT FOR CONSTRUCTION CODE ADMINISTRATION

1. TITLE.

Pursuant to Iowa Code Chapter 28E, this Agreement by and between Linn County, Iowa and the City of Alburnett, Iowa, shall be known as the Linn County and City of Alburnett Agreement for Construction Code Administration.

2. PURPOSE AND SCOPE.

2.1. Purpose of Agreement. The purpose of this Agreement is to provide for the administration and enforcement of the Construction Codes of the City of Alburnett by Linn County to protect the public health, safety and welfare. It is the intent that the same level of service shall be provided to the citizens of Alburnett as is currently provided to the citizens of the unincorporated areas of Linn County.

2.2. Scope of services. Linn County, through the Building Division of the Planning and Development Department, shall provide services to administer and enforce the Construction Codes of the City of Alburnett for all projects requiring inspections, plan review and certificates of occupancy as specified in the City’s adopted Construction Codes.

3. DEFINITIONS:

As used in this Agreement, the following terms are defined as:

Building Division: The Building Division of the Linn County Planning and Development Department.

Building Official: The Linn County Building Official who is the designated authority charged with the administration and enforcement of the Linn County Construction Codes.
City: The City of Alburnett, Iowa.

Construction Codes: The Linn County Code of Ordinances, including amendments and recodifications in effect at the time of permit application, consisting of:

- **Chapter 12**, Fire Prevention and Protection
- **Chapter 105**, Buildings and Building Regulations:
  - Article I (In General),
  - Article II (Construction Regulations),
  - Article III (Electrical Installations),
  - Article IV (Mechanical Systems),
  - Article V (Plumbing).

County: The County of Linn, Iowa.

Inspectors: The Combination Building Inspectors employed with the Linn County Building Division under the direction of the Linn County Building Official.

Permit: Permits issued in accordance with the referenced Construction Codes for work within the corporate limits of the City.

4. **PROCEDURES AND FEES.**

4.1. **Place of application.** Residents of the City shall apply for building, mechanical, electrical, and plumbing permits ("City Permits") at Linn County Planning and Development, 935 2nd Street Southwest, Cedar Rapids, IA, in accordance with the County’s procedures and requirements. When zoning approval is required, the County shall prepare a zoning site plan for City review. Upon approval, the City shall provide the County with a copy of the approved zoning site plan and floodplain permit, as applicable.

Permits may be applied for at: [https://bsaonline.com/CD_PermitAjaxApplication/ApplyForpermit?applicationGuid=89c824dc-c147-4029-88f8-8fe4a4608a5f&uid=804](https://bsaonline.com/CD_PermitAjaxApplication/ApplyForpermit?applicationGuid=89c824dc-c147-4029-88f8-8fe4a4608a5f&uid=804)

4.2. **Permit issuance.** The County shall issue permits in accordance with its procedures and requirements. Permits will be issued upon City approval of zoning site plan and floodplain permit, and after the construction drawings have been reviewed by the Building Official or designee for compliance with the Construction Codes.

4.3. **Fees.** Permit and inspection fees shall be the same for City Permits as for County Permits and shall be determined in accordance with the Linn County Building Regulations Fee Schedule in effect at the time of this Agreement or as amended by Resolution of the Linn County Board of Supervisors. Fees are due and payable to Linn County Planning and Development at the time of
application. Fees for zoning, floodplain, or other permits required by the City but not covered by the Linn County Building Regulations Fee Schedule shall be paid to the County at the time of application.

City of Alburnett, sewer and water utility hook-up fees, as determined by the City and in effect at the time of application, shall be due and payable by the applicant to Linn County at the time of application. The County, acting as a fiscal agent on behalf of the City, shall remit those fees to the City on a quarterly basis. In addition, an administrative fee of $35 per transaction will be charged to the applicant. The administrative fee shall be retained by Linn County. (A combined sewer/water fee is considered as a single transaction.) Fees in effect at the time of this agreement are:

- Sewer hook-up fee (collected for new single family housing permits only): $500
- Water hook-up fee (collected for new single family housing permits only): $500

All other fees required by the City and not listed above shall be due and payable to the City of Alburnett.

4.4. Fees for Saturday inspections. Saturday inspection fees will be charged to the individual requesting the inspection at one-and-one-half times the hourly rate based upon the current hourly wage rate of the personnel required, plus overhead costs for fringe benefits, office administration and transportation, with a (3) hour minimum charge, subject to change based on current fee & pay grade schedule. The County reserves the right to request an increase in charges if the current rate does not fully cover the County’s costs. Saturday inspections must be requested at least 24 hours prior to the close of business on Friday.

4.5 Construction Codes incorporated by reference. The City hereby incorporates by reference into the Code of Ordinances of the City of Alburnett, Iowa the Construction Codes as defined in this Agreement, including future amendments and recodifications.

5. INSPECTIONS.

5.1. Types of inspections. The County shall provide inspections in accordance with the adopted Construction Codes. Inspections shall include: footings; setbacks; electrical service; gas piping; rough inspections for framing, electrical, mechanical, and plumbing work; final inspections; and all other inspections required by the Construction Codes.

5.2. Requests for inspections. Inspection requests shall be made by the permit applicant or an authorized representative. Requests may be made online or by telephone to the Linn County Building Division between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday. Twenty-four (24) hour notice is required prior to an inspection.

5.3. Inspection times. Inspections will be conducted by the County Inspectors between the approximate hours of 9:30 a.m. and 3:30 p.m., Monday through
Friday, and upon special approval upon request for a Saturday inspection. The County reserves the right to modify this inspection schedule to accommodate the Inspectors’ schedules.

6. ENFORCEMENT.

6.1. Administration of Construction Codes by County. The County shall administer and enforce the Construction Codes in accordance with the administrative provisions of the Construction Codes.

6.2. Prosecution of violations by City. The City shall prosecute violations of the Construction Codes cited by the County.

7. ZONING & FLOODPLAIN MANAGEMENT.

7.1. Zoning approval by City. The City shall enforce the City zoning ordinance. The City shall provide copies of an approved zoning site plan / zoning permit for each new building or addition that increases the building footprint, or for any change in use or occupancy of any existing building.

7.2. Setback inspection. County Inspectors shall confirm that the location of new buildings or additions meet the minimum setbacks shown on the approved site plan during the footing inspection.

7.3. Information provided by City. The City shall provide the Building Division copies of City maps or other information showing streets, addresses, zoning districts, property owners, and other pertinent information.

7.4 Enforcement of floodplain regulations by City. Enforcement of floodplain regulations shall be by the City in accordance with its adopted regulations. A copy of approved floodplain development permits, as required by the City’s floodplain regulations, shall be provided to the County.

8. RECORDS.

8.1. Records maintenance. The County shall maintain records of permits, beginning with the effective date of this Agreement, for a period of five (5) years from the issuance date.

8.2. Permit activity reports. The County shall provide twice-yearly reports to the City of City Permit activity. The reports shall include the number and type of permits issued, and the valuation of the projects. Other information may be included in the reports as mutually agreed.

8.3. Open permits on effective date of Agreement. Any permit applied for prior to the effective date of this Agreement shall remain under the purview of the City and is not subject to the provisions of this Agreement. The City shall provide the County with a list of all open permits as of the effective date of this Agreement, including 1) the
permit holder’s name, 2) the permit holder’s address, and 3) description of work.

9. HOLD HARMLESS.
The City of Alburnett shall hold harmless, indemnify, and defend all claims and suits for liability against Linn County and any of its employees arising as a result of any services performed by Linn County under this Agreement.

10. APPEALS.

10.1. Appeals of determinations. The City’s Board of Adjustments shall hear appeals of decisions or determinations of the Building Official relative to the application and interpretation of the Construction Codes.

Written reports and determinations. The Building Official shall provide a written report to the City Board of Adjustments in advance of the hearing; the City shall provide written findings and decisions regarding the disposition of any appeal to the Building Official.

11. DURATION OF AGREEMENT; TERMINATION

11.1. Continuation and termination of Agreement. This Agreement shall continue until terminated by either the County or the City. Either the County or the City may terminate this Agreement at any time by providing written notice at least three (3) months prior to the termination date. Written notice shall be a certified copy of a resolution by the County Board of Supervisors or the City Council.

11.2. County not obligated after termination date. The County shall not be obligated to perform inspections after the termination date for permits that are applied for or issued prior to the termination date.

11.3 Partial refund of Linn County permit and inspection fees after termination date. Upon termination, County permit and inspection fees will be refunded to the permit holder on a prorated basis as shown below:

- 100% for permit applications for which no plan review has been started and for which no permit has been issued;
- 70% for permits for which plan review has been started, or for permits that have been issued but for which no on-site inspection has been performed;
- Upon request, refunds will be issued on a pro-rated basis as determined by the Building Official for permits that have been issued and have received one or more on-site inspections, but have not been finalized.

12. EFFECTIVE DATE AND AMENDMENTS.

12.1. Approval. The City and County shall each, by appropriate resolution, approve the execution of this joint Agreement before the Agreement shall be in force. Upon approval by both parties, this Agreement supersedes any prior agreements of the parties.
12.2. *Entry into Force.* This agreement is effective upon filing with the Secretary of State.

12.3. *Amendments.* Any portion of this Agreement may be amended at any time, as mutually agreed, by Resolution of the County Board of Supervisors and Resolution of the City Council.

13. **SEVERABILITY.**

If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application and to this end the provisions of this Agreement are declared to be severable.

14. **AGREEMENT ADMINISTRATORS.**

The City’s Mayor and County’s Chair of the Board of Supervisors shall serve as joint administrators of this Agreement.

City of Alburnett, Iowa

County of Linn, Iowa

Charlie McClintock, Mayor
City of Alburnett

Ben Rogers, Chair
Linn County Board of Supervisors

Attest:

Danielle Brecht, City Clerk

Joel D. Miller, Auditor
VACANCY FORM

SELECT ONE:

☐ NEW POSITION

SELECT ONE:

☐ NEW JOB CLASSIFICATION

JOB TITLE: Planning Intern

DEPARTMENT: Planning & Development

VACANCY DATE: 02/10/2020

REASON TO ADD NEW POSITION (if applicable):

☐ BUDGET OFFER

☐ GRANT FUNDING

☐ OTHER: ______________________________

POST TO INSIDE: ☐ YES ☐ NO

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

SHIFT/HOURS: 8-5

NUMBER OF POSITIONS: 1

NEW POSITION FUNDING SOURCE(S):

101-5-07-63001-1024

BUDGET OFFER not effective

Until July 1, 2020, early start

will be funded by Dept’s current budget.

ADVERTISE: ☐ YES ☐ NO

APPROVED BY: ______________________________

DEPARTMENT HEAD (original signature required) DATE 2/10/2020

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: ______________________________ STARTING SALARY: ______________________________

HR DIRECTOR COMMENTS: ______________________________

FINANCE/BUDGET DIRECTOR COMMENTS: ______________________________

APPROVED BY: ______________________________

HUMAN RESOURCES DIRECTOR DATE 2-12-2020

APPROVED BY: ______________________________

FINANCE/BUDGET DIRECTOR DATE 2/13/2020

APPROVED BY: ______________________________

CHAIRPERSON/BOARD OF SUPERVISORS DATE
This proposal is in partnership and collaboration between the Linn County Board of Supervisors and Monawar Studios.

Outlined in detail below, the project that is presented in this proposal will be completed for the State of the County on May 6th, 2020.

The proposal detailed is for:

**3 Minute Introduction Video:** In collaboration and partnership with Linn County Board of Supervisor Ben Rogers and his team, Monawar Studios will be producing a 3-minute introduction video that will play at the beginning of the State of The County address to send a powerful, inspirational and hopeful message in preparation to the presentation ahead. This video will be a narrative piece that will embody 20-30 people who highlight different departments, areas and careers within Linn County. The 20-30 on-screen individuals will recite a script that will be written as a collaboration piece. The final video will be these 20-30 individuals narrating the video story, an uplifting music bed, motion graphics and animation to tell a story and set the tone for the presentation.

**Two :60 Second Videos:** In collaboration and partnership with Linn County Board of Supervisor Ben Rogers and his team, Monawar Studios will be producing two :30 second videos that will play during the State of the County address and will be set the tone for the next phase of the presentation, and work as a “break” in segments to go from one big topic/phase of the presentation to the next. These videos will be short vignette pieces that showcase two different stories that the team wants to feature.

The production for all three of these projects will require:

1 - Initial meetings (phone, video or in-person) with client to set up a schedule of timeline for filming, production, and delivery of final videos.
2 - Planning of goals for the desired final videos, including scripting needs.
3- Production of video that will require 1-2 days of filming on location (including interviews and b-roll footage).
4- Collaboration with the team to review two revisions for changes, edits, before final videos are delivered.
5 - Delivery of the final videos by May 1st to begin practicing and preparing for the presentation.

**Schedule & Production Timeline**

The proposed kick off dates for production are as follows:

The estimated start time for pre-production is:

**March 2020**
The proposed finish time and delivery of final videos upon completion of post production is: 
May 1st 2020
Your Story. Beautifully Told.

We believe that investing in professional video and photography is a catalyst for launching a successful return on investment for your company, to further enhance your personal sales and launch a variety of successful opportunities.

High quality video and photography beautifully displays your brand, your voice, and your overall message.

We strive in telling your story and are forever grateful for your investment and faith in our creativity and art.

We look forward to having the honor of serving you and helping to tell your brand story.

Thank you for this privilege in starting a conversation!
The Investment for Entire Proposal

Investment Includes:
- 3 Minute Introduction Video
- Two :60 Second Videos

Total Investment (Full Proposal)
$5,000.00

(Important Tax Information - Please Note: taxes will be applied for companies and organizations that are non-tax-exempt)

CONTRACT & INVOICING Note:
Upon approval, you will receive a simple digital contract to review and sign (which will contain all messaging and project details listed in this proposal). This project will be billed in two invoices, split evenly. The first invoice is to be sent in for review/processing at the time of contract signing and must be paid before any production begins. Second and final invoice will be submitted at the time of final video deliveries.

Any project beyond the scope listed in this proposal and all project details above will be an additional investment.

(This Proposal & Investment For Production Above Is Valid Through 02/10/2020)

Monawar Studios LLC | www.monawarstudios.com | 319.200.4279
Thank you for the honor of allowing us to help tell your story.