

BOARD OF SUPERVISORS

District 1 | **Stacey Walker**

District 2 | **Ben Rogers**

District 3 | **Louis J. Zumbach**

JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

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

LinnCounty.org



**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Monday, March 1, 2021

11 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.

Discuss a Vacancy Form requesting a Veteran Services Coordinator for Veterans Affairs

Discuss a resolution authorizing the Chair to sign a 28E agreement between the City of Cedar Rapids and Linn County for annexation near 80th Street and E Avenue NW.

Discuss using \$5,000 of the Planning and Development Department budget as matching funds for a county community supported agricultural (CSA) program to purchase additional CSA shares for donation to HACAP and other local food banks.

Discuss and decide extension of COVID Paid Leave to June 30, 2021

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

To adhere to social distancing requirements, Linn County employees and the public may participate in this meeting as follows:

- 1) Conference call—telephone number 1-800-945-0974, access code 501116
- 2) Email questions or comments prior to or during the meeting to: bd-supervisors@linncounty.org

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



VACANCY FORM

SELECT ONE:

NEW POSITION

REPLACEMENT

REPLACES: _____

SELECT ONE:

NEW JOB CLASSIFICATION

EXISTING JOB CLASSIFICATION

JOB TITLE: Veteran Services Coordinator

DEPARTMENT: Veterans Affairs

SHIFT/HOURS: 40

VACANCY DATE: 3/15/2021

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if applicable): BUDGET OFFER

NEW POSITION FUNDING SOURCE(S):

Veteran Affairs budget surplus from salary savings and operating will fund this position

GRANT FUNDING

OTHER: Existing budget

POST TO INSIDE: YES NO

ADVERTISE: YES NO

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

POSITION TYPE:

FULL-TIME PART-TIME _____ # of hours/week TEMPORARY/SEASONAL

ON-CALL/SUBSTITUTE GRANT-FUNDED

BARGAINING UNIT: Clerical Maintenance Para Professional Professional

Attorneys Conservation Sergeants PPME

NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: Univore L. Fehres

2-24-2021

DEPARTMENT HEAD (original signature required)

DATE

By signing above, I acknowledge my understanding of the following about external job postings: Failure to make a good faith effort to begin the interview process within one month of receiving candidates' applications will result in HR charging the cost of advertising back to the department.

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: Recall from layoffs ends bumping process for ee

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: David Powell

2-24-21

HUMAN RESOURCES DIRECTOR

DATE

APPROVED BY: [Signature]

2-25-2021

FINANCE/BUDGET DIRECTOR

DATE

APPROVED BY: _____

CHAIRPERSON/BOARD OF SUPERVISORS

DATE

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION NO. _____

Resolution Authorizing 28E Agreement Between the City of Cedar Rapids and Linn County for Annexation Near 80th Street and E Avenue NW

WHEREAS, after notification and public hearing required by Chapter 368 of the State Code, the City Council of the City of Cedar Rapids, on February 9, 2021, approved an application for annexation for property located in unincorporated Linn County, including portions of adjoining right of way, generally located west of 80th Street NW and South of E Avenue NW; and

WHEREAS, Section 368.1.15 of State Code states that, “except as provided for by an agreement pursuant to Chapter 28E”, the property to be annexed shall include the adjoining half-width right of way; and

WHEREAS, the proposed annexation area includes irregularly shaped rights of way and, to prevent creation of an island of county, excludes a portion of adjoining right of way along E Avenue NW; and

WHEREAS, Cedar Rapids and Linn County desire to enter into an agreement which describes responsibilities for maintenance of portions of unannexed right of way and incorporate said agreement into existing road maintenance agreements between Cedar Rapids and Linn County;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the 28E Agreement Between Linn County and the City of Cedar Rapids for Annexation Near 80th Street and E Avenue NW is hereby approved.

Passed and approved March 3, 2021.

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

State of Iowa)
) SS
County of Linn)

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

___ Aye ___ Nay ___ Abstain ___ Absent

Joel Miller

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

On this _____ day of _____, 2021.

Notary Public State of Iowa

**28E AGREEMENT BETWEEN LINN COUNTY AND THE CITY OF CEDAR RAPIDS FOR ANNEXATION NEAR
80TH STREET AND E AVENUE NW**

THIS AGREEMENT entered into by and between the City of Cedar Rapids, hereafter referred to as “Cedar Rapids”; and Linn County, Iowa, hereafter referred to as “Linn County”

WHEREAS, Cedar Rapids has received an application for annexation for property located in unincorporated Linn County, including portions of adjoining right of way; and

WHEREAS, Section 368.1.15 of State Code states that, “except as provided for by an agreement pursuant to Chapter 28E”, the property to be annexed shall include the adjoining half-width right of way; and

WHEREAS, the proposed annexation area includes irregularly shaped rights of way and, to prevent creation of an island of county, excludes a portion of adjoining right of way along E Avenue NW; and

WHEREAS, Cedar Rapids and Linn County desire to enter into an agreement which describes responsibilities for maintenance of portions of unannexed right of way and incorporate said agreement into existing road maintenance agreements between Cedar Rapids and Linn County;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. Annexation.** Linn County and Cedar Rapids agree to the proposed annexation boundary (legally described and illustrated in the attached Exhibit A) and finds that the proposed boundary is necessary to serve both the short and long-term interests of both jurisdictions, allowing for incremental growth of urban services while protecting the interests of existing county residents who do not wish to be annexed at this time.
- 2. Right of Way Maintenance.** Prior to future annexation into Cedar Rapids, as permitted by State Law, Cedar Rapids agrees to be responsible for the maintenance, and the costs thereof, of the portions of unincorporated right of way described below, and that staff is directed to update any existing agreements between the County and Cedar Rapids accordingly.
 - a. The unannexed portion of E Avenue Right of Way between the Cedar Rapids corporate limit lines,
 - b. The unannexed eastern half of 80th Street SW Right of way, and
 - c. Traffic Control at the intersection of 80th Street NW and E Avenue NW.
- 3. Indemnification.** Cedar Rapids agrees to indemnify, defend, and hold harmless Linn County, its officers, agents, and employees from and against any and all private party claims, suits, debts, damages, costs, charges and expenses against all liability for property damage to private property and injuries to private persons including death resulting therefrom, directly or indirectly, as a result or consequence of any act, omission, fault or negligence of Cedar Rapids, its officers, agents and employees related to or resulting from this Agreement to the full extent permitted by law.
- 4. Future Annexation.** Linn County further agrees to Cedar Rapids initiating annexation of the eastern half of 80th Street Right of Way, as depicted in Attachment A.

5. **Effective Date and Duration.** The effective date of this Agreement shall be the later of the dates of the Resolutions approving this Agreement, as shown herein. This agreement shall remain in force and effect for a period of ten (10) years following the effective date of this Agreement.
6. **Amendment and Extension.** All amendments and extensions must be in writing and signed by both parties hereto.
7. **Severability.** If any section, provision or part of this Agreement shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.
8. **Approval by Resolution.** Attached hereto as Exhibits B and C are copies of the resolutions of the City Council of Cedar Rapids and the Board of Supervisors of Linn County, respectively.
9. **Filing.** Cedar Rapids shall file this Agreement with the Iowa Secretary of State as provided by law.
10. **ADMINISTRATION.** Cedar Rapids City shall be responsible for the administration of the is Agreement.
11. **CHAPTER 28E PROVISIONS.** There will be no new or separate legal or administrative entity created by this Agreement. Neither party shall, in furtherance of this Agreement, acquire any real or personal property.
12. **EXECUTION.** This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original and which together shall constitute the same instrument. In addition, the parties agree that this Agreement may be executed by electronic, pdf or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

City of Cedar Rapids

Linn County, Iowa

Mayor Brad Hart

Chair, Board of Supervisors

ATTEST:

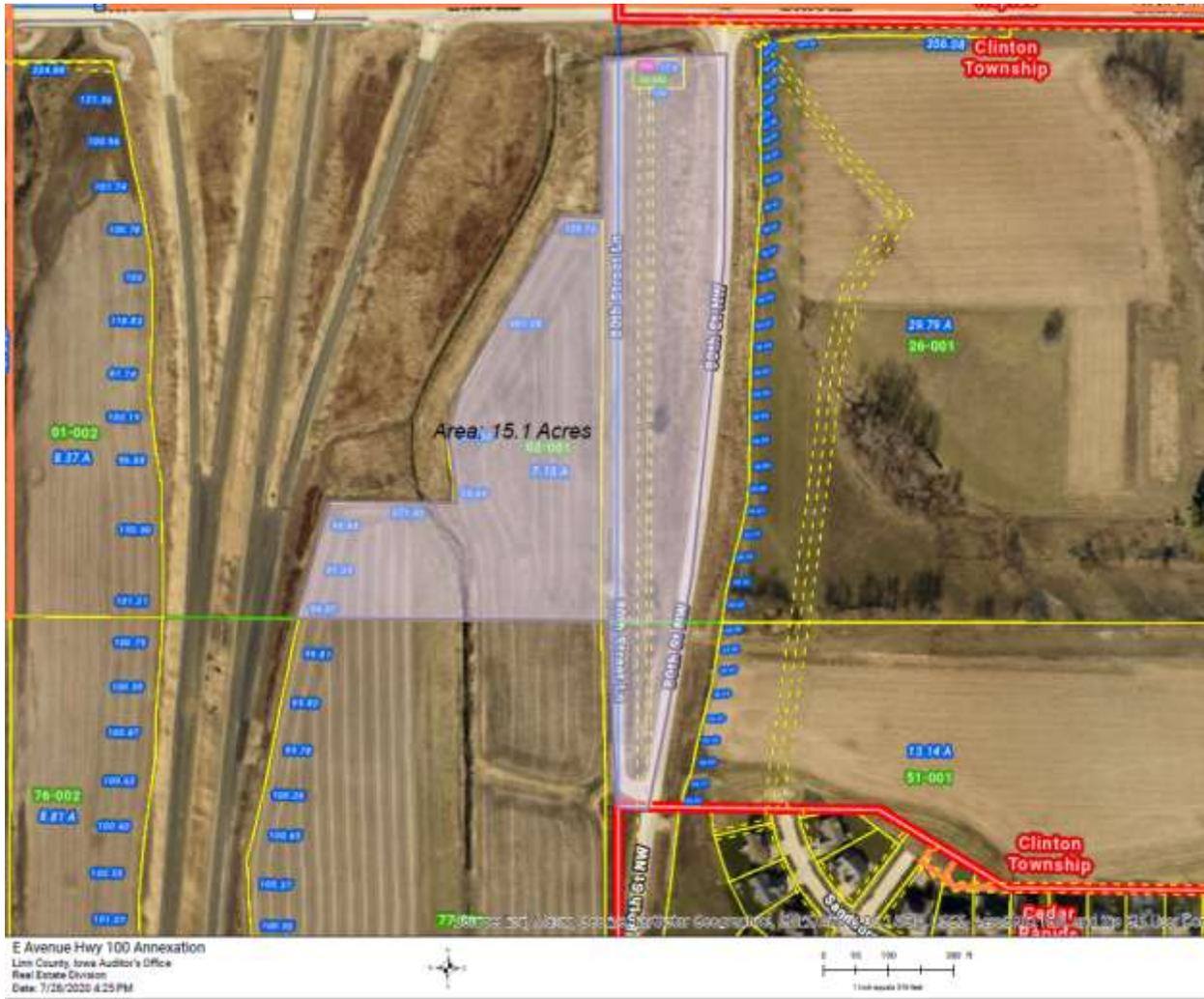
ATTEST:

City Clerk

Linn County Auditor

Exhibit A: Illustration and Legal Description of Territory to be Annexed:

Area Map:



Legal Description:

Property 1

Owner: A&M LLC

GPN: 132810200100000

Legal Description: Part of the Northeast Quarter of the Northeast Quarter of Section 28, Township 83 North, Range 8 West lying southeasterly of Highway 100

Property 2

Owner: Northwestern Bell Telephone

GPN: 132722600200000

Legal Description: The East 110 feet of the West 143 feet and the South 150 feet of the North 183 feet of the Northwest Quarter of the Northwest Quarter of Section 27, Township 83 North, Range 8 West excluding road.

Public Right-of-Way

All right-of way for 80th Street Lane in the E ½ of the NE ¼ of the NE ¼ Section 28, Township 83, Range 8 West, excepting therefrom the north 465.20 feet thereof; and;

All right-of way for 80th Street Lane in the W ½ of the NW ¼ of Section 27, Township 83, Range 8 West, excepting therefrom the north 123.18 feet thereof; and;

The west half-width street right-of way for 80th Street NW in the SW ¼ of the NW ¼ of Section 27, Township 83, Range 8 West, excepting right-of-way currently within the Cedar Rapids corporate boundary. and;

The west half-width street right-of way for 80th Street NW in the NW ¼ of the NW ¼ of Section 27, Township 83, Range 8 West, excepting the north 100.00 feet thereof.

Excluding the south half-street right-of-way of E Avenue NW