Linn County Board of Supervisors
Meeting Agenda
Wednesday, March 20, 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.

Approve and authorize Chair to sign a Vacancy Form requesting two Interns for the Board of Supervisors.

Authorize approval of Additional Insurance Allowance request from an eligible County employee.

Reports

Resolutions

A Resolution Designating a Name for a Linn County Building located at 825 3rd Street SW, Cedar Rapids to be named Linn County Facilities Storage Building.

Resolution approving Temporary Use Permit Case JTU19-0002 request by Dean Paup, petitioner, and Larry Hess, owner, to operate a seasonal campground located in the 900 & 1000 Block of Lnenicka Lane.

Contract and Agreements

Approve and authorize Chair to sign one year lease extension at $24,331.23 per month, for space in the building commonly known as the Iowa Building for the Department of Human Services noting all terms of the original lease remain the same.

Award bid and authorize Chair to sign contract and associated documents for LOST-EAST POST RD(20), HMA paving on East Post Rd from Fox Meadow Drive to Cottage Grove Woods, to LL Pelling Co., Inc. in the amount of $327,646.13 for the Secondary Road Department.

Approve and authorize Chair to sign a 28E Agreement with the City of Cedar Rapids for Hot Mix Asphalt paving project on shared portions of East Post Road.

Approve and authorize Chair to sign a purchase order to Contech Engineered Solutions for culvert bands in the amount of $8,869.00 for the Secondary Road Department.
Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes
Discuss and decide on meeting minutes.

Discuss and decide on a Resolution Approving the Appointment of Special Prosecutor Linn County Attorney; Elizabeth Keech Dupuich

Discuss and decide on the Special Assistant U.S. Attorney Cross-Designated Employment Agreement Pursuant to the Midwest High Intensity Drug Trafficking Areas Program.

Receive an update from Area Substance Abuse Council (ASAC) on the Byrne Justice Assistance Grant (JAG) and discuss the renewal of Linn County serving as a fiscal sponsor for ASAC’s JAG application.

Approve and authorize Chair to sign an agreement between Linn County and Eide Bailly LLP to perform an annual audit in accordance with Section 11.6, Code of Iowa, for the five years ending June 30, 2023

Decide on a Resolution Setting a Public Hearing for the Proposed Conveyance of Real Property

Public Comment: Five Minute Limit per Speaker

This is an opportunity for the public to address the board on any subject pertaining to board business.

Claims
Discuss and decide on claims.

Board Member Reports

Legislative Update

Correspondence

Appointments

Adjournment

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

SELECT ONE:
- ☐ NEW POSITION
- ☐ REPLACEMENT

SELECT ONE:
- ☐ NEW JOB CLASSIFICATION
- ☐ EXISTING JOB CLASSIFICATION

JOB TITLE: Board of Supervisors Intern

DEPARTMENT: Board of Supervisors

VACANCY DATE: 3/18/19

SHIFT/HOURS: Minimum of 10 hours. Hours may vary.

NUMBER OF POSITIONS: 2

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

NEW POSITION FUNDING SOURCE(S):
- Board of Supervisors budget

POST TO INSIDE: ☐ YES  ☐ NO

ADVERTISE: ☐ YES  ☐ NO

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

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

APPROVED BY: ________________  3/15/2019

DEPARTMENT HEAD (original signature required)

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: ____________________________

STARTING SALARY: $12.00

HR DIRECTOR COMMENTS: ____________________________

FINANCE/BUDGET DIRECTOR COMMENTS: ____________________________

APPROVED BY: ________________  3/15-19

HUMAN RESOURCES DIRECTOR

APPROVED BY: ________________  3/15-19

FINANCE/BUDGET DIRECTOR

APPROVED BY: ____________________________

CHAIRPERSON/BOARD OF SUPERVISORS
RESOLUTION NO. 2019 - -

A RESOLUTION DESIGNATING A NAME FOR A LINN COUNTY BUILDING

WHEREAS, Linn County owns the building located at 825 3rd Street SW, Cedar Rapids, Iowa commonly known as the “O’Brien Building”; and,

WHEREAS, as part the renovations and improvements project nearing completion for the aforementioned building, the Linn County Board of Supervisors desires to designate a new, official name for said building.

NOW, BE IT THEREFORE RESOLVED the Linn County Board of Supervisors hereby designates “Linn County Facilities Storage Building” as the official name for the Linn County-owned building located at 825 3rd Street SW, Cedar Rapids, Iowa, effective upon passage of this resolution.

PASSED AND APPROVED this ______ day of March 2019.

LINN COUNTY BOARD OF SUPERVISORS

____________________________________
Stacey Walker, Chair

____________________________________
Ben Rogers, Vice Chair

____________________________________
Brent Oleson, Supervisor Aye: _____ Nay: _____ Abstain: _____

ATTEST:

____________________________________
Joel Miller, Linn County Auditor

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

_________Aye _______Nay _______ Abstain and _______Absent from Voting.
RESOLUTION APPROVING A TEMPORARY USE

RESOLUTION # __________________________

WHEREAS, Dean Paup, petitioner; Larry Hess, owner; Case JTU19-0002, has requested the Linn County Board of Supervisors’ permission to operate a seasonal campground located in the 900 & 1000 Block of Lnenicka Lane.

AND WHEREAS, the Board of Supervisors makes the following Findings of Facts:

1. The campground will operate from April 1, 2019 through October 31, 2019 located at the Hess property located in the 900 & 1000 Block of Lnenicka Lane, Cedar Rapids, Iowa.

2. The campsite area is zoned Recreation-Agricultural (REC-AG) and is located within the floodway.

3. The Board of Supervisors has authorized a maximum of 10 campsites.

4. The campground visiting hours are from Thursday through Sunday and during holidays. Campground leasees have full-time use.

5. Campers shall have the waste pumped from their camper on a monthly basis by a certified company. One handicapped accessible portable restroom facility is required to be on-site for the duration of the Temporary Use.

6. Vehicle trips are estimated to increase by 5 or 6 per day.

AND WHEREAS, the Linn County Technical Review Committee has examined the application and all conditions of approval are listed as part of this Resolution;

AND WHEREAS, the Temporary Use application has been examined by the Linn County Board of Supervisors at a public meeting on March 18, 2019, all interested persons having been heard;

NOW THEREFORE, BE IT RESOLVED, that the Linn County Board of Supervisors approve the application, Case JTU19-0002, subject to the following conditions:

LINN COUNTY PLANNING & DEVELOPMENT (Zoning & Building Divisions)

1. The Temporary Use may be reviewed at any time during the duration of the permit to ensure that all conditions have been or are being met.
2. Existing electrical services for campers shall be tested for proper grounding and function and repaired/replaced as necessary by a licensed electrician.

3. Provide our office a current list of the campsite leasees, including mailing addresses and phone numbers.

4. Dean Paup shall be the designated Campground Manager and shall be responsible for notifying/warning campers in the event of a flood warning.

5. The designated Campground Manager shall be responsible for relocating RV's outside of the flood hazard area in the event of a flood warning; in addition, Campground Manager shall provide proof of ownership or access to a vehicle capable of removing/towing the RV’s out of the flood hazard area.

6. All RV's shall be operable, fully licensed with up-to-date registration.

7. No permanent or semi-permanent tie-downs or anchors shall be installed that would prevent prompt removal of the RV from the site in the event of a flood threat.

8. Maintain maximum of 10 campsites.

9. Adhere to campground visiting days: Thursday through Sunday, holidays (campground leasees are allowed fulltime use).

10. Portable toilet and individual camper waste receptacles will be maintained and clean.

11. The applicant or owner shall obtain and submit proof of a liability insurance policy prior to Board of Supervisors approval and maintain current insurance throughout the Temporary Use.

12. The petitioner shall sign an “Acceptance of Conditions” form which provides assurance that all conditions will be met prior to the Board of Supervisors Resolution of Approval, and specifically agrees to hold Linn County harmless from any and all damages or claims for damages that might arise or accrue by reason of approval of the Temporary Use permit by the Linn County Board of Supervisors. Further, by signing the “Acceptance of Conditions” form, the petitioner shall agree to allow employees of the County reasonable access to the property for inspection and for submission of documents to verify any additional information.

LINN COUNTY ENGINEERING

1. Rock the private lane to county standards by placing 5” of Class A road stone 16’ wide (0.4 tons per foot of roadway length). Maintain to private lane standards.

2. Mark private lane with white on blue street sign and cabin sites with white on blue address signs placed in accordance with county standards. Maintain and replace signage as needed by applying at the Secondary Road Department.

LINN COUNTY PUBLIC HEALTH DEPARTMENT

1. Campers must have self-contained waste that is properly disposed at a municipal sewer plant or an approved on-site septic system.

2. Require submittal of a copy of the written contract with the DNR certified/licensed septage pumper.

3. Septic tanks at the flooded structures deemed non-habitable must be properly abandoned per Linn County Ordinance Chapter 10 Article VI.
4. Any structure that is not habitable, debris, and junk, etc. must be properly removed to prevent safety hazards.

**Comments:**
1. Prior to using any existing water well, LCPH recommends testing to determine if water is potable.
2. If any well is not in use, it should be properly abandoned and plugged per Linn County Ordinance Chapter 10.

**LINN COUNTY SHERIFF’S OFFICE**
1. Camper sites must be identified.

**LINN COUNTY EMERGENCY MANAGEMENT**
1. A tone alert weather radio is required to be on site.
2. Procedures to provide shelter for campers during severe weather shall be identified in a Severe Weather Plan and this information shall be provided to each camper.

WHEREAS, failure to comply with any of the above conditions in a timely manner will void this temporary use permit.

NOW, THEREFORE, BE IT RESOLVED, by the Linn County Board of Supervisors that said temporary use is hereby approved.

Passed and approved this 20th day of March, 2019.

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 and ___ Absent from voting.

_______________________________________________________
Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, on this 20th of March, 2019.

Notary Public State of Iowa
## Planning & Development
Linn County, Iowa

### Zoning Division

#### Temporary Use Application
Page 1 of 2

<table>
<thead>
<tr>
<th>Owner Information:</th>
<th>Applicant Information:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Owner</strong></td>
<td>Larry Hess</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td>110 Lincoln Ave W Unit D</td>
</tr>
<tr>
<td><strong>Phone</strong></td>
<td>319-981-8216</td>
</tr>
<tr>
<td><strong>Applicant</strong></td>
<td>Dean Paup</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td>404 W 2nd St Po Box 315</td>
</tr>
<tr>
<td><strong>Phone</strong></td>
<td>319-551-8093</td>
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#### Surveying Co.: [Blank]
#### Engineer: [Blank]
#### E-Mail: [Blank]
#### Phone: [Blank]

### Property Information:

<table>
<thead>
<tr>
<th>Property Address</th>
<th>Brief legal(s)</th>
<th>GPN(s)</th>
<th>Rural Land Use</th>
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</thead>
<tbody>
<tr>
<td>900 e 1000 Block of Nehaska Ln CR 52404</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S40SW, S55SW 4.82-6 e NE5W 9.83-6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1804 376 000 0000 0 1809 20100100000</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>AA e CNRA</td>
<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Current Zoning</th>
<th>Total Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>AG REC-AG</td>
<td></td>
</tr>
<tr>
<td>91 acres</td>
<td></td>
</tr>
</tbody>
</table>

#### Submittal Requirements:

- Application, Fee, Minor Site Plan Drawing
- Proof of Insurance (if applicable)

The undersigned is/are the owner(s) of the described property on this application, located in the unincorporated area of Linn County, Iowa, assuring that the information provided herein is true and correct. I hereby give my consent for the office of Linn County Planning and Development to conduct a site visit and photograph the subject property.

This development is subject to and shall be required, as a condition of final development approval, to comply with all Unified Development Code policies, requirements, and standards that are in effect at the time of final development approval.

<table>
<thead>
<tr>
<th>Owner</th>
<th>Applicant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Larry C. Hess</td>
<td>Dean Paup</td>
</tr>
<tr>
<td>Date</td>
<td>1/20/19</td>
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<table>
<thead>
<tr>
<th>Case #</th>
<th>Receipt #</th>
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</thead>
<tbody>
<tr>
<td>JTU19-0002</td>
<td>BU107</td>
</tr>
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Date Received: [Blank]
The following information shall be provided with the application:

Is the property located within a Flood Plain? □ YES □ NO

Is the Proposed Use within the Flood Plain area? □ YES □ NO

Temporary use period:
Beginning __4-1-19__
Ending __10-31-19__

Description of Proposed Use:
Camping 7 days a week for leases; Thursday thru Sunday and holidays for visitors

Days & Hours of Operation
24 hours a day

Will a building or structure be used and what type?
□ NO

Will there be a sign? Per Article V, section 107-94 (j) include dimension details and content.
□ NO

Have you contacted the Building Division for review of applicable building code requirements?
□ YES □ NO

Campers will have facilities pumped out monthly by a certified company. One handicap port. potty must be on site

Restroom Facilities:
□ Currently provided on site.
X Portable will be brought to the site.
□ None available.

Estimated increase in vehicle trips per day __8-6 per day__

Type of vehicles using facility __Cars, pick-up trucks, campers__

Does the property have access from a state highway? □ YES □ NO
(If yes, review with Iowa Department of Transportation at (319) 365-3558.

Number of parking spaces provided __NA__

The following documents shall be attached:
- Proof of Insurance
- Minor Site Plan
**FIRST AMENDMENT TO LEASE**

**THIS FIRST AMENDMENT TO LEASE** (this “Amendment”) is entered into as of March [__], 2019 by and between Iowa Building Partners (“Landlord”) and Linn County, Iowa (“Tenant”).

**RECITALS**

A. Landlord and Tenant entered into that certain Lease – Business Property dated November 10, 2013 (the “Original Lease”).

B. Landlord and Tenant desire to extend the term of the Original Lease and modify certain terms and conditions set forth in the Lease, in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, the parties hereby agreed as follows:

1. **Defined Terms.** Capitalized terms not otherwise defined in this Amendment will have the meaning ascribed to them in the Original Lease.

2. **Term.** The term of the Lease is hereby extended through and including March 31, 2020 (the period from April 1, 2019 to March 31, 2020 may be referred to herein as the “Extended Term”).

3. **Rental.** Tenant shall continue to pay rent as set forth in the Original Lease through March 31, 2019. Commencing on April 1, 2019, Tenant shall pay Rent for the premises in the amount of $24,331.23 per month.

4. **Prior Lease; Conflict.** Except as modified hereby, Landlord and Tenant shall be bound by all other terms and conditions of the Original Lease other than those specifically modified by this Amendment, which terms and conditions shall remain in full force and effect. To the extent that any conflict shall arise between the provisions of the Original Lease or this Amendment, the provisions of this Amendment shall govern.

5. **Integration.** This Amendment contains the entire agreement between the parties regarding the subject matter hereof and supercedes all prior and contemporaneous oral and written statements, agreements, and understanding with respect to the subject matter hereof, including all correspondence and proposals exchanged by the parties and their agents.

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

**TENANT:**

Linn County, Iowa

By: _______________________________  
Its: _______________________________

**LANDLORD:**

Iowa Building Partners

By: _______________________________  
Its: _______________________________
# Linn County Secondary Road Department
1888 County Home Road, Marion, Iowa 52302

**Lost-East Post Rd(20) Bid Tabulation**

- **Location**: 366-HMA Paving
- **Letting Date**: 3/12/2019 11:00 AM

<table>
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<tr>
<th>Item Number</th>
<th>Description</th>
<th>Units</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
<th>Unit Price</th>
<th>Extended Price</th>
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<td>Paved Shoulder, Hot Mix Asphalt Mixture, 6 IN.</td>
<td>SY</td>
<td>284.0</td>
<td>$22.00</td>
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<td>2 2214-5145150</td>
<td>Pavement Scarification</td>
<td>SY</td>
<td>13,557.6</td>
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<td>$75.00</td>
<td>$53,925.00</td>
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<td>$29,479.00</td>
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<td>4 2303-1031500</td>
<td>Hot Mix Asphalt Standard Traffic, Base Course, 1/2 IN. Mix</td>
<td>TON</td>
<td>1,082.00</td>
<td>$50.00</td>
<td>$54,100.00</td>
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**Contract Totals**

- **Engineer's Estimate**: $415,547.95
- **Apparent Low Bid**: $327,646.13
- **Inroads, LLC**: $383,496.25

**Percent of Estimate**

- **Award to L.L. Pelling**

![Signature]

R.C. Kuhler 3/12/19
RESOLUTION #_______

RESOLUTION APPROVING APPOINTMENT OF SPECIAL PROSECUTOR LINN COUNTY ATTORNEY

WHEREAS, pursuant to Section 331.903(1), Code of Iowa, Jerry Vander Sanden, Linn County Attorney, has submitted to the Board of Supervisors, Linn County, Iowa, for approval of Elizabeth Keech Dupuich, for appointment as Special Prosecutor Linn County Attorney, and

WHEREAS, the Board of Supervisors, Linn County, Iowa, finds Elizabeth Keech Dupuich to be qualified to serve as Special Prosecutor Linn County Attorney and that the appointment of Elizabeth Keech Dupuich will not exceed the number of assistants authorized for the Linn County Attorney's Office by the Board of Supervisors, Linn County, Iowa.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, that the appointment of Elizabeth Keech Dupuich as Special Prosecutor Linn County Attorney by Jerry Vander Sanden, Linn County Attorney, is hereby approved.

Dated at Cedar Rapids, Linn County, Iowa, this _____ day of ________, 2019.

LINN COUNTY BOARD OF SUPERVISORS

AYE: STACEY WALKER, CHAIRPERSON
NAY: BEN ROGERS, VICE CHAIRPERSON
ABSTAIN: BRENT OLESON, SUPERVISOR
RESOLUTION #__________

ATTEST:

______________________________
JOEL D. MILLER, Linn County Auditor

STATE OF IOWA  )
COUNTY OF LINN  )  ss:

I, JOEL D. MILLER, County Auditor of Linn County, Iowa, hereby certifies that at a regular meeting of the said Board, the foregoing was duly adopted by a vote of ___ aye, ___ nay and ___ abstained from voting.

______________________________
JOEL D. MILLER

Subscribed and sworn to before me by the aforesaid on this ___ day of _____, 2019.

______________________________
NOTARY PUBLIC – State of Iowa
SPECIAL ASSISTANT U.S. ATTORNEY
CROSS-DESIGNATED EMPLOYMENT AGREEMENT
PURSUANT TO THE MIDWEST HIDTA (HIGH INTENSITY DRUG TRAFFICKING AREAS) PROGRAM

This Agreement entered into this ___ day of March, 2019, between Linn County, Iowa and the Linn County Attorney (hereinafter referred to as "County"), the United States Attorney's Office for the Northern District of Iowa (hereinafter referred to as "U.S."), and Elizabeth K. Dupuich, an attorney licensed in Iowa and duly appointed by the United States Attorney's Office as a Special Assistant U.S. Attorney (hereinafter referred to as "Dupuich") pursuant to the Midwest High Intensity Drug Trafficking Areas (HIDTA). The Midwest HIDTA Special Assistant United States Attorney (SAUSA) Initiative is designed to enhance the resources of the U.S. Attorney's office to ensure that additional methamphetamine and other drug-related cases are aggressively prosecuted at the federal or state level. The Midwest HIDTA funded SAUSA under this agreement will be cross-designated to assist state prosecutors (County) in addition to the U.S.

WITNESSETH, IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth, County, U.S., and Dupuich, contingent upon funding from the Midwest HIDTA program, agree as follows:

I. DUPUICH AGREES TO:

A. Services. Provide to the U.S. Attorney's Office, on a full-time basis, her services, as a competent, licensed attorney to serve as an Assistant Linn County Attorney and a Special Assistant United States Attorney for the Northern District of Iowa and as such, assist the U.S. Attorney's Office in aggressively prosecuting methamphetamine and other drug-related cases and perform other duties as may be designated by U.S., in fulfilling its duties and responsibilities pursuant to the terms of the HIDTA program.

B. Resignation. Dupuich shall notify the County and her immediate supervisor at the U.S. Attorney's Office at least thirty (30) days prior to the desired date of resignation.

C. At Will Employee. Dupuich hereby agrees that her appointment and employment as an Assistant Linn County Attorney and as a Special Assistant United States Attorney for the Northern District of Iowa are at will and such appointments and employment may be terminated at any time by the County or U.S. without cause. The foregoing shall apply and prevail notwithstanding any other policies or practices, written or verbal, of County or U.S. to the contrary.

II. U.S. AGREES TO:

A. Performance Reviews. The immediate supervisor of Dupuich at the U.S. Attorney's Office will conduct annual performance appraisals based upon a comparison of job performance and job expectations as set forth by U.S. Performance appraisals must be completed during March 1 - May 31 of each fiscal year and a copy provided to County by May 31. Dupuich shall not participate in any County merit pay plan and performance appraisals of Dupuich shall not be the basis for a salary increase under any County merit pay plan.

B. Administrative Assistance. Provide the necessary administrative assistance, including but not limited to, office space, office equipment, support staff, and supplies, to
SAUSA as may be necessary to allow Dupuich to perform her duties as designated by U.S. Attorney's Office. U.S. shall absorb all costs related thereto.

C. Reimbursement to County. The Midwest HIDTA Northern Iowa SAUSA Initiative falls under the direction of the United States Attorney. These programs are responsible for reimbursing the County for all expenses related to the employment of Dupuich, including salary, benefits and other expenses. Reimbursement is processed through the funds assigned to the HIDTA specifically for the SAUSA Initiatives. The County shall submit application for reimbursement to the U.S. for all funds paid to Dupuich in the form of salary, benefits, and other expenses on a monthly basis. Upon review the U.S. will forward the approved applications to the appropriate entities for reimbursement to be paid by the appropriate entities directly to the County. The County shall provide necessary accounting information directly to HIDTA program staff for the appropriate reimbursement through direct deposit.

III. COUNTY AGREES TO:

A. Salary. Pay to Dupuich for services provided as set forth in Section I(A) of this Agreement and as designated by U.S., an annual salary of $85,000. Said salary may be increased during the term of this Agreement at the sole discretion of U.S. The Midwest HIDTA Northern Iowa SAUSA initiative falls under the direction of the United States Attorney. These programs are responsible for reimbursing the County for all expenses related to the employment of Dupuich, including salary, benefits and other expenses. Reimbursement is processed through the funds assigned to the HIDTA Program, specifically for the SAUSA initiatives. The County shall submit application for reimbursement to the U.S. for all funds paid to Dupuich in the form of salary, benefits, and other expenses on a monthly basis. Upon review, the U.S. will forward the approved applications to the appropriate entities for reimbursement to be paid by the appropriate entities directly to the County. The County shall provide necessary accounting information directly to HIDTA program staff for the appropriate reimbursement through direct deposit.

B. Benefits. For purposes of this Agreement, Dupuich shall at all times be designated a full-time employee of Linn County, Iowa as defined by Chapter 20 of the Code of Iowa, and as an employee of County, shall be entitled to the following County benefits of employment:

1. Paid Leave Policy. The Paid Leave Policy combines the benefits of paid sick leave, vacation and personal days. The Paid Leave Policy is comprised of (1) Short Term Leave and (2) Long Term Illness/Injury Leave. Dupuich's vacation and personal leave accumulation at the time of implementation of the Policy will be as set forth in the County's Policies and Procedures for Management, Attorneys and Confidential Personnel, dated July 1, 2018 - June 30, 2019, Paid Leave Policy Section, Pages 5-8, and by this reference incorporated herein as if set forth verbatim herein. This policy does not supersede any federal laws including the Family and Medical Leave Act (FMLA). See, Family and Medical Leave Act section as set forth in the County's Policies and Procedures for Management, Attorneys and Confidential Personnel, dated July 1, 2018 - June 30, 2019, Family and Medical Leave Act, Pages 5-8, and by this reference incorporated herein as if set forth verbatim herein.

2. Holidays. There shall be eleven (11) regular paid holidays each calendar year. The parties agree that the days Dupuich utilizes as the paid holidays shall be adjusted to coincide with the legal holidays observed by the U.S. Attorney's Office.

3. Other Leave. Dupuich shall be entitled to the Family and Medical Leave Act, Military Leave, Court and Jury Leave, Bereavement Leave, Professional Leave and On-the-Job Injuries Leave benefits provided to County employees as set forth in the County's Policies and
Procedures for Management, Attorneys and Confidential Personnel, dated July 1, 2018 - June 30, 2019, Pages 13-14, and by this reference incorporated herein as if set forth verbatim herein.

4. **Group Insurance.** Dupuich shall be offered the County's group health, dental and life insurance policies as set forth in the Group Insurance section of the County's Policies and Procedures for Management, Attorneys and Confidential Personnel, dated July 1, 2018 - June 30, 2019, Pages 15-17, and by this reference incorporated herein as if set forth verbatim herein.

**IV. ADMINISTRATION:**

U.S. shall defend, save harmless and indemnify County, its elected officials, employees, and agents against any and all claims or demands, for, or in connection with, any accident, injury, death or damage, whatsoever, caused to any person or property arising, directly or indirectly, out of Dupuich's acts or omissions, undertaken in the performance of this Agreement. This agreement to defend, save harmless, and indemnify shall apply whether or not County and/or U.S. is a party to the action and shall include, but not be limited to, cases arising under Title 42 United States Code Section 1983.

This Agreement, as set forth in Sections I through VI herein, constitutes the entire agreement amongst County, U.S. and Dupuich concerning Dupuich’s appointment and employment as an Assistant Linn County Attorney and appointment as a Special Assistant United States Attorney for the Northern District of Iowa. Representations made by anyone on behalf of County or U.S., and any policies or practices of County or U.S., verbal or written, are not binding. No party has relied upon any such representations, policies or practices in entering into this Agreement. Any change or alteration to the terms of this Agreement must be in the form of an addendum to the Agreement. Said addendum shall be effective only upon written approval of County and U.S.

It is the policy of the U.S. Attorney’s Office and County to achieve a drug-free workplace that Dupuich shall be required to pass a drug test to screen for illegal drug use prior to final appointment. Employment is contingent upon the satisfactory completion of a background investigation by the U.S. Attorney’s Office.

The parties agree that Dupuich shall exercise no authority as an Assistant Linn County Attorney, independent of her authority as a Special Assistant United States Attorney of the Northern District of Iowa, including but not limited to initiation of state criminal prosecutions, without the express consent of the Linn County Attorney.

**V. TERM OF THIS AGREEMENT:**

1. This Agreement shall commence on/about April 8, 2019, and shall be in effect until on/about April 7, 2021, unless terminated earlier by any party to this Agreement. The agreement may also be extended with the concurrence of all parties to this Agreement.

2. This Agreement shall terminate of its own accord and without further notice should Dupuich no longer occupy the position of Special Assistant U.S. Attorney or Assistant Linn County Attorney for any reason.

**VI. EFFECTIVE DATE:**

This Agreement shall be effective upon its execution by the parties, retroactive to the commencement of the Agreement term as provided herein.
IN WITNESS WHEREOF, the parties hereto have set their hands for the purposes herein expressed to this instrument, as of the dates below indicated.

LINN COUNTY, IOWA

BY: _________________________________  BY: _________________________________

CHAIRPERSON, LINN COUNTY
BOARD OF SUPERVISORS

LINN COUNTY ATTORNEY

Date

3/14/19

UNITED STATES ATTORNEY FOR THE NORTHERN DISTRICT OF IOWA

BY: _________________________________

UNITED STATES ATTORNEY

Date

3/12/19

BY: _________________________________

ELIZABETH K. DUPLICATE

Date

3-4-2019
AGREEMENT BETWEEN

LINN COUNTY
AND
EIDE BAILLY LLP

THIS AGREEMENT made and entered into this ___ day of March, 2019, by and between Linn County, hereinafter called the County and Eide Bailly LLP, hereinafter called “CPA.”

WHEREAS, the County wishes to obtain the services of the CPA to perform an audit in accordance with Section 11.6, Code of Iowa, for the 5 year(s) ending June 30, 2023; and

WHEREAS, the CPA is equipped and staffed to perform the above audit; and

WHEREAS, this agreement is in the public interest in fulfilling the requirements of Chapter 11 of the Code of Iowa.

NOW, THEREFORE, BE IT UNDERSTOOD AND AGREED:

1. That the CPA will:

   A. Provide auditors of various classifications and for the estimated hours as detailed in 2.A of this agreement.

   B. Begin work on the audit as specifically agreed upon with the County.

   C. Perform all work in accordance with U.S. generally accepted auditing standards, Government Auditing Standards, and applicable federal requirements.

   D. Immediately inform the County, the Auditor of State, and County Attorney if the audit discloses any irregularity in the collection or disbursement of public funds.

   E. Provide access to the working papers to any appropriate federal agencies for the period of time specified in relevant agreements entered into by the County.

   F. Provide access to the working papers to the Auditor of State in accordance with Chapter 11 of the Code of Iowa.
2. Conditions of Payment:

A. It is understood that the fees for the services set forth above shall be reimbursed at the following hourly rates for the year ending June 30, 2019, not to exceed the total all-inclusive maximum fee listed in 2-D:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Estimated Hours</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partner</td>
<td>90</td>
<td>$200</td>
</tr>
<tr>
<td>Manager</td>
<td>120</td>
<td>160</td>
</tr>
<tr>
<td>Senior Associate</td>
<td>130</td>
<td>140</td>
</tr>
<tr>
<td>Associate</td>
<td>140</td>
<td>120</td>
</tr>
</tbody>
</table>

B. The CPA shall present an invoice for services in the following manner:

monthly as work progresses.

C. Payment shall be made within 30 days of receipt of invoice.

D. Except as specifically agreed upon by Linn County and the CPA, the total price for fiscal years 2019, 2020, 2021, 2022, and 2023 of the proposal shall not be for more than:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2019</td>
<td>$58,000</td>
</tr>
<tr>
<td>FY 2020</td>
<td>$60,500</td>
</tr>
<tr>
<td>FY 2021</td>
<td>$63,000</td>
</tr>
<tr>
<td>FY 2022</td>
<td>$65,500</td>
</tr>
<tr>
<td>FY 2023</td>
<td>$68,000</td>
</tr>
</tbody>
</table>

These fees include the audit of up to two major federal programs. The fees for each additional major federal program, if applicable, will be $3,000, $3,100, $3,200, $3,300, and $3,400 for fiscal years 2019, 2020, 2021, 2022, and 2023, respectively.

3. Termination of Agreement:

A. The County may terminate this contract without notice if the CPA fails to perform the covenants or agreements contained herein.
B. The CPA shall be paid for all work satisfactorily performed to the date of termination. IT WITNESS THEREOF, Linn County and CPA have executed this AGREEMENT as of the date indicated below:

Linn County:

By __________________________

Title __________________________

Date __________________________

CPA:

By __________________________

Title Partner

Date 3/7/19
RESOLUTION __________

SETTING A PUBLIC HEARING FOR THE PROPOSED CONVEYANCE OF REAL PROPERTY

WHEREAS, Linn County, Iowa, is title holder to real property located in the City of Marion, Iowa, legally described as:

Glenbrook Cove 4th, Lots 54, 55, and 56 to City of Marion, Linn County, Iowa, and
Glenbrook Cove 5th Lot 85, 86, 87, 88, 89, 90, and 91 to City of Marion, Linn County, Iowa

and,

WHEREAS, the City of Marion, Iowa has a use for said real property and has requested that said real property be conveyed by Linn County to the City of Marion, Iowa; and,

WHEREAS, Linn County has no public purpose use for said real property and proposes to convey the property to the City of Marion, Iowa.

WHEREAS, the Board of Supervisors finds that a public hearing should be set upon this proposed conveyance of real property and that notice thereof should be published as required by law.

NOW, BE IT THEREFORE RESOLVED by the Linn County, Iowa Board of Supervisors, this date met in lawful session, that the public hearing on the proposal to convey the above-described real property as set forth above shall be held on Monday, April 8, 2019, at ten o’clock a.m., in the Formal Board Room, Linn County Public Service Center, 935 – 2nd Street SW, Cedar Rapids, Iowa 52404, at which time public comment will be received and the matter of whether said proposal should be approved will be determined.

BE IT FURTHER RESOLVED that notice of said public hearing shall be published in accordance with Iowa Code Section 331.305.

LINN COUNTY BOARD OF SUPERVISORS

_________________________  __________________________
Stacey Walker, Chair  Ben Rogers, Vice Chair

_________________________
Brent Oleson, Supervisor

AYE: _____  NAY: _____  ABSTAIN: _____

ATTEST:

_________________________
Joel Miller, Linn County Auditor

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

Aye _______  Nay _______  Abstain: _____  Absent from Voting.

_________________________
Joel Miller, Linn County Auditor
Proposed land conveyance to City of Marion