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 an Additional Insurance Allowance Request from an eligible County employee

Approve and authorize Chair to sign a Vacancy Form requesting a Communications Specialist for Public Health

Approve and authorize Chair to sign a Vacancy Form requesting a Communications Supervisor for the Sheriff’s Office

Approve and authorize Chair to sign a Vacancy Form requesting a Facilities Custodian and increasing the hours from 25 to 30 hours per week.

Reports

Resolutions
Resolution to establish a no parking zone on the east side of Vernon Valley Drive from Mt Vernon Road to Hwy 13.
Resolution to approve Residential Parcel Split for Arp Ivanhoe Road Addition, Case JPS18-0018
Resolution to approve Residential Parcel Split for GLM Addition Case JPS18-0032
Resolution to approve Land Preservation Parcel Split for Johnson 5641 LPS Addition, Case JLPS17-0001

Contract and Agreements
Award bid and authorize chair to sign a contract and associated documents for LOST-MONTICELLO RD(20), PCC paving from Prairieburg Rd to Jones County, to Horsfield Construction, Inc. in the amount of $1,156,513.58 for the Secondary Road Department.

Award bid and authorize chair to sign a contract and associated documents for LOST-PRAIRIEBURG RD(20), PCC paving from Prairieburg city limits to Monticello Rd, to Horsfield Construction, Inc. in the amount of $1,036,116.52 for the Secondary Road Department.
Approve and authorize Chair to sign a Memorandum of Understanding Regarding Survey Expenses and Purchase/Sale of Interurban Trail as decided in closed session on February 13, 2019.

Approve and authorize two contracts with Frank’s Tree Service for a total of $4,600 for removal of trees at the Linn County Courthouse and the Linn County Fillmore Building.

Approve and authorize Chair to sign a Hospital/Facility Provider Application between Linn County (Linn County Home Health) and Iowa Total Care

Approve and authorize Chair to sign a Medicaid Home Community Based Services Waiver Provider Application between Linn County (Linn County Home Health) and Iowa Total Care

Approve and authorize Chair to sign an Iowa Medicaid Ownership and Control Disclosure between Linn County (Linn County Home Health) and Iowa Total Care

Approve and authorize Chair to sign a Hospital/Facility Provider Application between Linn County (Options of Linn County) and Iowa Total Care

Approve and authorize Chair to sign a Medicaid Home Community Based Services Waiver Provider Application between Linn County (Options of Linn County) and Iowa Total Care

Approve and authorize Chair to sign an Iowa Medicaid Ownership and Control Disclosure between Linn County (Options of Linn County) and Iowa Total Care

Authorize Chair to sign a Certificate of Insurance for various Linn County departments and their involvement and participation at the Linn County Fair, June 26 – June 30, 2019.

Approve and authorize Chair to sign purchase order for Traffic Paint to Diamond Vogel Paint in the amount of $23,452.00 for the Secondary Road Department

Approve and authorize chairperson to sign purchase order for Beads Reflectorize Spheres to Potters Industries, LLC in the amount of $5,088.00 for the Secondary Road Department.

Licenses & Permits

Approve Class B Native Wine Permit for Culver’s Garden Center & Greenhouse, 1682 Dubuque Rd., noting all conditions have been met.

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes
Discuss and decide on meeting minutes.

Approve and authorize Chair to sign a Vacancy Form requesting an Intake Tech for Linn County Community Services/Ryan White Program increasing the hours from 34 to 39 hours per week.

Discuss and decide on a proposal from Monawar Studios to create videos for the 2019 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.
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

☐ REPLACES: Rachel Schramm

☐ NEW JOB CLASSIFICATION

☐ EXISTING JOB CLASSIFICATION

JOB TITLE: Communications Specialist

DEPARTMENT: Public Health

SHIFT/HOURS: 8:00 AM - 4:30 PM

VACANCY DATE: 10-05-2018

NUMBER OF POSITIONS: 1

NEW POSITION FUNDING SOURCE(S):

Replaces Rachel

Schramm, Senior Health

Education Specialist

POST TO INSIDE: ☒ YES ☐ NO

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

ADVERTISE: ☒ YES ☐ NO

POSITION TYPE:

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

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

☐ BARGAINING UNIT: ☐ Clerical ☐ Maintenance ☐ Para Professional ☐ Professional

☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: ___________________________

DEPARTMENT HEAD (original signature required)

DATE: 03.22.2019

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: ___________________________

STARTING SALARY: ___________________________

HR DIRECTOR COMMENTS: New county position, but new to the Public Health Dept.

FINANCE/BUDGET DIRECTOR COMMENTS:

APPROVED BY: ___________________________

DATE: 3.25.19

APPROVED BY: ___________________________

DATE: 3/26/19

APPROVED BY: ___________________________

DATE

CHAIRPERSON/BOARD OF SUPERVISORS
VACANCY FORM

SELECT ONE:
☐ NEW POSITION

☐ REPLACEMENT

REPLACES: __________________________

☐ NEW JOB CLASSIFICATION

☐ EXISTING JOB CLASSIFICATION

JOB TITLE: COMMUNICATIONS SUPERVISOR

SHIFT/HOURS: M-F (DAYS) VARIES NIGHTS/WEEKENDS

DEPARTMENT: SHERIFF OFFICE

NUMBER OF POSITIONS: 1

VACANCY DATE: IMMEDIATELY

NEW POSITION FUNDING SOURCE(S):

POST TO INSIDE: ☐ YES ☐ NO

ADVERTISE: ☐ YES ☐ NO

REASON TO ADD NEW POSITION (if applicable):

☐ BUDGET OFFER

☐ GRANT FUNDING

☐ OTHER: ___________________________

☐ OTHER: ___________________________

☐ OTHER: ___________________________

☐ OTHER: ___________________________

☐ OTHER: ___________________________

POST TO INSIDE: ☐ YES ☐ NO

ADVERTISE: ☐ YES ☐ NO

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

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VACANCY FORM

SELECT ONE:
☐ NEW POSITION
☐ REPLACEMENT
☐ REPLACES: Ron Slattery
☐ EXISTING JOB CLASSIFICATION

SELECT ONE:
☐ NEW JOB CLASSIFICATION
☐ EXISTING JOB CLASSIFICATION

JOB TITLE: Custodian

DEPARTMENT: Facilities Department-BOS

VACANCY DATE: 4/15/2019

SHIFT/HOURS: 5-11:00 p.m. M-F

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if applicable):
☐ BUDGET OFFER
☐ GRANT FUNDING
☐ OTHER: Position increasing from 25 hours to 30 hours per week

NEW POSITION FUNDING SOURCE(S):
5 hours per week funded by Facilities 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 30# 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: [Signature] DEPARTMENT HEAD (original signature required) 3/26/19

DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:
PAY GRADE:  STARTING SALARY:

HR DIRECTOR COMMENTS:

FINANCE/BUDGET DIRECTOR COMMENTS:

APPROVED BY: [Signature] 3/26/19

APPROVED BY: [Signature] DATE 3/26/19

APPROVED BY: [Signature] DATE

APPROVED BY: [Signature] DATE
RESOLUTION # ______________

ESTABLISH NO PARKING ZONE

WHEREAS, Section 26-50 of the Code of Ordinances for Linn County, Iowa provides that the Linn County Board of Supervisors may designate no parking zones upon recommendation of the Linn County Engineer, and

WHEREAS, the Linn County Engineer recommends a no parking zone on a portion of Vernon Valley Drive, and

WHEREAS, businesses along Vernon Valley Drive have customers parking on the road, and

WHEREAS, Vernon Valley Drive has a traffic volume that parked cars on both sides is unsafe, and

NOW, THEREFORE BE IT RESOLVED by the Linn County Board of Supervisors that the east side of Vernon Valley Drive, including all of the public rights-of-way adjacent thereto, shall be deemed no parking zones.

BE IT FURTHER RESOLVED, that the Highway Authority shall be responsible to erect signs as required by the ordinance and approved by the Linn County Engineer.

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
Vernon Valley Drive

Linn County, Iowa

No Parking Report

Mount Vernon Road to Highway 13

February 5, 2019

Garret Reddish, P.E.
Linn County Assistant Engineer I
Summary

Parking along Vernon Valley Drive is being reviewed due to on-street parking causing problems with access and safety. The event center at 803 Vernon Valley Drive regularly hosts events where their guests use Vernon Valley Drive as overflow parking. Guests park on both sides of the road limiting access to nearby properties, preventing two way traffic, restricting access to emergency vehicles, and blocking the seven fire hydrants on site (Cedar Rapids Ordinance 61.090 specifies vehicles cannot be parked within 5 feet of a fire hydrant). The result of this review is to establish parking regulations that promote access and safety for all residents and road users.

Engineering Assessment

Iowa DOT Traffic and Safety Manual:

The size of No Parking signs shall be 24 inches by 30 inches for rural highways. The typical legend is “No Parking Any Time”, but special messages may be appropriate under certain conditions. The number of No Parking signs should be held to the minimum needed for enforcement of the regulation. One sign per block on each side of the street may be sufficient.

MUTCD:

The conventional size is 24 inches by 30 inches and the minimum is 18 inches by 24 inches.
Recommendations:

- It is recommended to install six “No Parking This Side” signs spaced approximately 300’ apart. The 300’ spacing is the approximate size of a small city block as recommended by the DOT Traffic and Safety Manual.
- The first and last signs shall be approximately 180’ from Mount Vernon Road and Highway 13.
- Since parking will only be restricted on the east side of Vernon Valley Drive it is recommended the sign include the special message “This Side” for clarification.
- The signs should be 18 inches by 24 inches per the MUTCD minimum. Due to the 25 mph speed limit, the minimum sized signs are sufficient for driver legibility.

Recommended Sign Layout

Approved By: Brad Ketels, P.E.
County Engineer

Date: 3/25/19
No Parking Resolution
Vernon Valley Drive - Mount Vernon Road to Highway 13
LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _______________________

APPROVING RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of Arp Ivanhoe Road Addition (Case # JPS18-0018) to Linn County, Iowa, containing two (2) lots, numbered lot 1 and lettered lot A has been filed for approval, a subdivision of real estate located in the SWSE of Section 12, Township 82 North, Range 7 West of the 5th P.M., Linn County, Iowa, described as follows:

Commencing as a point of reference at the S 1/4 corner of said Section 12; thence S89°02'13"E along the south line of said SE 1/4, 634.96 feet to the Point of Beginning; thence N01°52'09"W, 317.06 feet; thence S88°40'36"W, 147.06 feet; thence N01°52'10"W, 121.95 feet to the south right-of-way line of Ivanhoe Road; thence S79°26'42"E along said south right-of-way line, 245.04 feet; thence S64°24'56"E along said south right-of-way line, 102.44 feet; thence S78°01'01"E along said south right-of-way line, 48.81 feet thence S02°59'20"E, 332.59 feet to the south line of said SE 1/4; thence S89°02'13"W along said south line, 237.08 feet to the Point of Beginning, containing 2.36 acres.

WHEREAS, said plat is accompanied by a certificate acknowledging that said subdivision is by, and with the free consent of the proprietors, and is accompanied by a certificate dedicating certain property to the public, as shown on the plat; and

WHEREAS, said plat and its attachments thereto have been found to conform to the requirements of the comprehensive plan and the subdivision ordinance; and the requirements of other ordinances and state laws governing such plats; and

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of August 15, 2018 as last amended on September 17, 2018 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT
1. Entrance permit required for new entrances and existing unpermitted entrances, Sec. 11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). One entrance per parcel is allowed. An additional access may be allowed with justification and permit.
2. Dedication of road rights-of-way, County Standard Specifications, Section 5. The existing right-of-way at the time of development is sufficient for road purposes.
3. Road agreement for conditions applicable to residential parcel split cases. County Standard Specifications, Section 1.

IOWA DEPARTMENT OF TRANSPORTATION
1. Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT
No conditions to be met.

NATURAL RESOURCES CONSERVATION SERVICE
1. A site plan showing the footprint of proposed structures and septic systems and wells shall be submitted and approved by the NRCS office prior to plat approval.
2. Applicant shall develop and implement a conservation plan to be filed with the Linn Soil and Water Conservation District on remaining agricultural land associated with this case.
LINN COUNTY CONSERVATION DEPARTMENT
No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT
No conditions to be met.

LINN COUNTY 911 COORDINATOR
1. E-911 address sign is required to be located at driveway entrance.
2. Street designation signs and E-911 address signs to be applied for at Linn County Secondary Roads Department, 319-892-6400.

LINN COUNTY PLANNING AND DEVELOPMENT – ZONING DIVISION
1. All side and rear yard setbacks must be met for all structures involved in this proposal.
2. Various revisions to the site plan and final plat.
3. Prior to approval of the final plat, the owner must sign an “Acceptance of Conditions” form. The “Acceptance of Conditions” form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
4. This plat lies within the 2-mile jurisdiction of the City of Cedar Rapids, and as per the 28E Agreement between the City and the County, will require City approval or a waiver of the right to review.
5. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
6. The remaining land of the parent parcel will result in a parcel of less than 35 acres. Either combine the remaining land to an adjacent parcel by deed restriction to total 35 acres or more, or include the remaining land as part of the final plat. If included as a part of the final plat, the lot will be non-buildable until brought into conformance with the Linn County UDC and will require the note: “This parcel may only be developed in accordance with all development regulations in effect at the time development is proposed” on the plat.
7. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor’s office prior to approval of the final plat.
8. One original and 3 complete copies of the final plat bound documents that must include the following:
   (i) Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
   (ii) Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
   (iii) Surveyor's certificate
   (iv) Auditor's certificate
   (v) Resolution of the Planning and Zoning Commission
   (vi) Resolution of the Board of Supervisors
   (vii) Resolution of approval or waiver of review by applicable municipalities
   (viii) Treasurer's certificate
   (ix) Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the Unified Development Code.
   (x) Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
   (xi) Three (3) copies of the surveyor's drawing
   (xii) A covenant for a secondary road assessment
9. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before SEPTEMBER 17, 2019 as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f), of the Unified Development Code.
NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat is hereby approved. The Board of Supervisors and County Engineer are hereby authorized to enter approval upon the final plat resolution. The Board of Supervisors’ Chairperson is also hereby authorized to sign said plat which executes an acceptance of dedication of property to the public, as shown on said plat.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by April 3rd, 2020 to be valid.

Passed and approved this 3rd day of April, 2019

Linn County Board of Supervisors

________________________________________
Chair

________________________________________
Vice Chair

________________________________________
Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

________________________________________
Joel Miller, Linn County Auditor
Linn County Engineer

________________________________________
Brad Ketels, P.E.

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 ____________________, 2019.

________________________________________
Notary Public State of Iowa
LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # ____________________

APPROVING RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of GLM Addition (Case # JPS18-0032) to Linn County, Iowa, containing two (2) lots, numbered lot 1 and lettered lot A has been filed for approval, a subdivision of real estate located in the SWNW of Section 10, Township 83 North, Range 6 West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the West Quarter Corner of Section 101 Township 83 North, Range 6 West of the Fifth Principal Meridian; thence N88°58'47"E along the south line of the Northwest Quarter of said Section 10, a distance of 398.31 feet to the point of beginning; thence continuing N88°58'47"E along said south line, 936.47 feet; thence N1°22'03"W along the east line of the Southwest Quarter of said Northwest Quarter, 525.76 feet; thence S89°01'14"W, 918.83 feet; thence S0°33'08"W, 526.63 feet to the point of beginning.

WHEREAS, said plat is accompanied by a certificate acknowledging that said subdivision is by, and with the free consent of the proprietors, and is accompanied by a certificate dedicating certain property to the public, as shown on the plat; and

WHEREAS, said plat and its attachments thereto have been found to conform to the requirements of the comprehensive plan and the subdivision ordinance; and the requirements of other ordinances and state laws governing such plats; and

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of November 21, 2018 as last amended on December 17, 2018 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT
1. Entrance permit required for new entrances and existing unpermitted entrances, Sec. 11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. One entrance per parcel is allowed. An additional access may be allowed with justification and permit.
2. Dedication of road rights-of-way, County Standard Specifications, Section 5. 40' (from road centerline) of right-of-way on Martin Creek Road adjacent to development shall be dedicated to the County for road purposes.
3. Road agreement for conditions applicable to residential parcel split cases. County Standard Specifications, Section 1.

IOWA DEPARTMENT OF TRANSPORTATION
1. Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT
1. Existing water system must be reviewed by Linn County Public Health for compliance with Linn County Code of Ordinances Chapter 10, Article V Nonpublic Water Supply Wells.
2. Existing house must be reviewed by Linn County Public Health for compliance with Linn County Code of Ordinances Chapter 105, Article VI Property Maintenance Regulations.

NATURAL RESOURCES CONSERVATION SERVICE
1. Show approximate location of natural drainage ways and a note restricting building within the natural drainage way should be shown on the final plat. Contact the NRCS office for widths and building restriction requirements.
LINN COUNTY CONSERVATION DEPARTMENT
No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT
No conditions to be met.

LINN COUNTY 911 COORDINATOR
No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT – ZONING DIVISION
1. All side and rear yard setbacks must be met for all structures involved in this proposal.
2. Various revisions to the site plan and final plat.
3. Complete requirements from Minimum Housing inspection provided by the Linn County Health Department, including obtaining appropriate permits, inspections and final approval from the Building Division.
4. Prior to approval of the final plat, the owner must sign an “Acceptance of Conditions” form. The “Acceptance of Conditions” form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
5. This plat lies within the 2-mile jurisdiction of the City of Marion. As per Chapter 354 of the Code of Iowa, a certified resolution by any municipality that has authority to review the plat to either approve the plat or waive its right to review must be provided.
6. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
7. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor’s office prior to approval of the final plat.
8. One original and 3 complete copies of the final plat bound documents that must include the following:
   (i) Owner’s certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
   (ii) Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
   (iii) Surveyor’s certificate
   (iv) Auditor’s certificate
   (v) Resolution of the Planning and Zoning Commission
   (vi) Resolution of the Board of Supervisors
   (vii) Resolution of approval or waiver of review by applicable municipalities
   (viii) Treasurer’s certificate
   (ix) Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the Unified Development Code.
   (x) Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
   (xi) Three (3) copies of the surveyor’s drawing
   (xii) A covenant for a secondary road assessment
9. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before **DECEMBER 17, 2019** as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f), of the Unified Development Code.
NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat is hereby approved. The Board of Supervisors and County Engineer are hereby authorized to enter approval upon the final plat resolution. The Board of Supervisors' Chairperson is also hereby authorized to sign said plat which executes an acceptance of dedication of property to the public, as shown on said plat.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by April 3rd, 2020 to be valid.

Passed and approved this 3rd day of April, 2019

Linn County Board of Supervisors

__________________________
Chair

__________________________
Vice Chair

__________________________
Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

__________________________
Joel Miller, Linn County Auditor
Linn County Board of Supervisors
Resolution # ____________
JPS18-0032
April 3rd, 2019
Page 4 of 4

Linn County Engineer

______________________________
Brad Ketels, Engineer

State of Iowa  )
County of Linn ) SS

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 ________________________, 2019.

______________________________
Notary Public State of Iowa
LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # ______________________

APPROVING LAND PRESERVATION PARCEL SPLIT

WHEREAS, a Land Preservation Parcel Split of JOHNSON 5641 LPS ADDITION (Case # JLPS17-0001) to Linn County, Iowa, containing two (2) lots, numbered lot 1 and lettered outlot A has been filed for approval, a subdivision of real estate located in the NWNW of Section 11, Township 86 North, Range 6 West of the 5th P.M., Linn County, Iowa, described as follows:

Said JOHNSON 5641 LPS ADDITION TO LINN COUNTY, IOWA is divided into two (2) lots and labeled Lot 1 (one) and Outlot A. The label of the lot is designated on the Final Plat by figures near the center of the lot. The dimensions of the lot, the width of the street and the distances from the lines and corners of the United States public land survey system are shown in feet and decimals thereof on said Plat.

WHEREAS, said plat is accompanied by a certificate acknowledging that said subdivision is by, and with the free consent of the proprietors, and is accompanied by a certificate dedicating certain property to the public, as shown on the plat; and

WHEREAS, said plat and its attachments thereto have been found to conform to the requirements of the comprehensive plan and the subdivision ordinance; and the requirements of other ordinances and state laws governing such plats; and

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of February 15, 2017 as last amended on MARCH 20, 2017 have been addressed:

LINN COUNTY ENGINEERING DEPARTMENT
1. The plat shall show an access easement for Lot A through Lot 1.

IOWA DEPARTMENT OF TRANSPORTATION
1. If any work is to be done in the State of Iowa right-of-way, contact the IDOT for additional permits.

LINN COUNTY PUBLIC HEALTH DEPARTMENT
1. Existing water system must be tested for coliform bacteria and nitrates with the results forwarded to this department.

NATURAL RESOURCES CONSERVATION SERVICE
1. Show approximate location of natural drainage ways and a note restricting building within the natural drainage way should be shown on the final plat. Contact the NRCS office for widths and building restriction requirements.
2. The presence of wet soils indicates a need for subsurface drainage. Existing drains need to be shown on site plan or arrangement for new subsurface drainage is needed.
3. Clarify plans to address potential wetland area with NRCS.

LINN COUNTY CONSERVATION DEPARTMENT
1. There is a significant stream present. Prohibiting filling or building in the floodway should protect this stream. All building, clearing and construction activity should be restricted in the floodplain. Floodplain is to remain in its natural condition.

LINN COUNTY EMERGENCY MANAGEMENT
No conditions to be met.
LINN COUNTY 911 COORDINATOR
No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT – ZONING DIVISION
1. All side and rear yard setbacks must be met for all structures involved in this proposal.
2. Various revisions to the site plan and final plat.
3. Prior to approval of the final plat, the owner must sign an “Acceptance of Conditions” form. The “Acceptance of Conditions” form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
4. This plat lies within the 2 mile jurisdiction of the City of Coggon. As per Chapter 354 of the Code of Iowa, a certified resolution by any municipality that has authority to review the plat to either approve the plat or waive its right to review must be provided.
5. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
6. Outlot A will require a Land Preservation Parcel Split deed restriction. As a part of the final plat, the lot will be non-buildable until brought into conformance with the Linn County Zoning Ordinance and will require the note: “This parcel may only be developed in accordance with all development regulations in effect at the time development is proposed” on the plat.
7. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor’s office prior to approval of the final plat.
8. One original and 3 complete copies of the final plat bound documents that must include the following:
   (a) Owner’s certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
   (b) Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
   (c) Surveyor’s certificate
   (d) Auditor’s certificate
   (e) Resolution of the Planning and Zoning Commission
   (f) Resolution of the Board of Supervisors
   (g) Resolution of approval or waiver of review by applicable municipalities
   (h) Treasurer’s certificate
   (i) Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article 5, Section 1, § 8 of the Unified Development Code.
   (j) Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
   (k) Three (3) copies of the surveyor’s drawing
   (l) A covenant for a secondary road assessment
9. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before MARCH 20, 2018 as per Article 4, Section 8A(7), and shall be recorded within 1 year of that approval, as per Article 4, Section 8B, § 6, of the Unified Development Code.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat is hereby approved. The Board of Supervisors and County Engineer are hereby authorized to enter approval upon the final plat resolution. The Board of Supervisors’ Chairperson is also hereby authorized to sign said plat which executes an acceptance of dedication of property to the public, as shown on said plat.
NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by April 3rd, 2020 to be valid.

Passed and approved this 3rd day of April, 2019

Linn County Board of Supervisors

__________________________
Chair

__________________________
Vice Chair

__________________________
Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

__________________________
Joel Miller, Linn County Auditor
Linn County Board of Supervisors
Resolution #
JLP017-0001
April 3rd, 2019
Page 4 of 4

Linn County Engineer

____________________________
Brad Ketels, P.E.

State of Iowa

) SS
County of Linn

I, Joel Miller, County Auditor of Linn County, Iowa, 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 ____________________, 2019.

____________________________
Notary Public State of Iowa
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**Contract Totals:**

- $1,074,001.01  ($1,030,116.52 + $1,079,709.67 + $1,168,866.13 + $1,251,816.87 = $4,684,401.63)
- $1,512,725.62  (140.85% of $4,684,401.63)

**Percent of Estimate:**

- 100.00%  (100% of $4,684,401.63)
- 96.47%  (96.47% of $4,684,401.63)
- 100.53%  (100.53% of $4,684,401.63)
- 116.56%  (116.56% of $4,684,401.63)
MEMORANDUM OF UNDERSTANDING
REGARDING SURVEY EXPENSES
AND PURCHASE/SALE OF INTERURBAN TRAIL

This Memorandum of Understanding (this “Agreement”) is entered into effective as of February __13__, 2019 by and between Interstate Power and Light Company, an Iowa corporation formerly known as Iowa Rail and Light Company (“IPL”) and Linn County, Iowa (“County”).

WHEREAS, County and IPL wish to memorialize an agreement that could result in the execution of an Offer and Acceptance in a form substantially similar to that attached hereto as Exhibit A (the “Offer”) respecting the sale and purchase of certain real property located in Linn County, Iowa locally described as the Interurban Trail, and depicted on the map attached hereto as Exhibit B (such property is referred to as the “Real Estate”).

WHEREAS, County wishes to purchase the Real Estate from IPL.

WHEREAS, County is not able to enter into the Offer until survey plats legally describing the Real Estate are completed and approved by Linn County.

WHEREAS, IPL and County have agreed that IPL shall engage the Anderson-Bogert Company to complete survey plats of the Real Estate (the “Survey”), and if the County does not purchase the Real Estate, the County shall reimburse IPL for the actual survey expenses, which are not to exceed $60,000.

IT IS THEREFORE AGREED as follows:

1. Recitals Incorporated. The foregoing recitals are hereby incorporated into this Agreement.

2. Survey. County and IPL agree that IPL shall engage the Anderson-Bogert Company to complete survey plats of the Real Estate (the “Survey”).

3. Survey Review. Upon completion, IPL shall provide the Survey to the County for review. Thirty (30) business days after delivery of the Survey, the County shall either (a) provide written notice to IPL that the County does not intend to purchase the Real Estate (“Declination Notice”) or (b) provide written notice to IPL that the County does intend purchase the Real Estate (“Acceptance Notice”).

4. Finalization of Offer. Within Thirty (30) days from the date of the Acceptance Notice (the “Offer Date”), the parties shall in good faith negotiate, finalize and execute the Offer.

5. Survey Cost. The actual cost of the Survey shall be paid by the parties as follows: (a) if the County closes on the purchase of the Real Estate, IPL shall be responsible for all costs associated with the Survey, and (b) if the County does not close on the purchase of the Real Estate, the County shall reimburse IPL for all actual costs, not to exceed $60,000, associated with the Survey, and such reimbursement shall be due to IPL on the earliest of (i) the date which is Ten (10) days after the Declination Notice is made, (ii) on the Offer Date, if the Offer is not executed by the Offer Date; or (iii) the date the County terminates the Offer.
6. **Obligations Independent.** The obligations created in this Agreement shall exist so long as costs, expenses, and charges arising from or related to the Survey are payable by County and IPL, or either of them. Neither County nor IPL shall be relieved from this Agreement or the obligations created in Section 5 except by a mutual release and termination signed by both parties. This Agreement is explicitly not contingent upon performance of the Offer.

7. **Time for Performance.** Each Party shall perform their obligations under this Agreement within the timeframes allotted by this Agreement. Unless separately agreed in writing, failure to perform within the time frames allotted shall be an event of default.

8. **Attorney’s Fees.** In addition to any and all other remedies and damages available at law or in equity, each party agrees it shall be entitled to recover reasonable attorney fees, costs, and expenses from the other party when such fees, costs, and expenses are incurred in enforcing this Agreement.

9. **Representation.** County and IPL each agree and acknowledge they have received, or had a full and fair opportunity to receive, legal advice with respect to their rights and obligations hereunder, and that they are fully advised of and understand the terms of this Agreement. The Parties agree and acknowledge that under no circumstances shall the terms of this Agreement be construed for or against any Party because one or more provisions was drafted by such Party or such Party’s attorney.

10. **Notices.** All notices and deliveries under this Agreement shall be deemed to be properly served if the same be delivered to the parties at the following addresses:

To IPL:  
Ted W. Francois  
Manager of Real Estate and Right of Way  
PO Box 351  
200 First St SE  
Cedar Rapids, Iowa 52401-0351  
Tedfrancois@alliantenergy.com

To County:  
Stacey Walker  
Chairperson, Linn County Board of Supervisors  
935 2nd St. SW  
Cedar Rapids, Iowa 52404  
stacey.walker@linncounty.org

11. **General Provisions.** This Agreement represents the entire agreement between the Parties in connection with the subject matter hereof, and this Agreement may not be altered or modified except by a writing duly signed by all Parties affected by the alteration or modification. This Agreement may not be assigned by any Party, and any such assignment shall be void. Under no circumstances shall headings be construed to have any legal effect whatsoever, and all Parties agree the headings are inserted for convenience and organization purposes only. The Parties agree that any disputes arising out of this Agreement shall be tried in the Iowa District Court for Linn County, and all Parties consent to jurisdiction in Linn County, Iowa.

12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument
Dated this ____ day of __________, 2019.

INTERSTATE POWER AND LIGHT COMPANY

Brad Morgan
Director, Customer Operations East Region

Stacey Walker, Chairperson
Linn County Board of Supervisors

LINN COUNTY, IOWA
EXHIBIT A

OFFER AND ACCEPTANCE

TO Linn County of Iowa:

1. REAL ESTATE DESCRIPTION. The Buyers offer to buy real estate in Linn County, Iowa, described as follows:

   See Legal Description, Exhibit A attached hereto and made a part hereof:

   with any easements and appurtenant servient estates, but subject to the following: a) any zoning and other ordinances; b) any covenants of record; c) any easements of record for public utilities, roads and highways; and d) (consider: liens, mineral rights; other easements; interest of others) (the “Real Estate”).

2. PRICE. The purchase price shall be: Three Hundred Nine Thousand and No/100 ($309,000.00) (the “Purchase Price”), payable at Linn County, Iowa, as follows: ($10,000.00) EARNEST MONEY TO BE PAID WITHIN 10 BUSINESS DAYS OF ACCEPTANCE AND TO BE HELD BY SELLER UNTIL CLOSING AND THE BALANCE TO BE PAID AT CLOSING.

3. REAL ESTATE TAXES. Seller shall pay all real estate taxes which are a lien on the Real Estate prior to possession and any unpaid real estate taxes payable in prior years. Seller shall pay its prorated share, based upon the date of possession, of the real estate taxes, if any, for the fiscal year commencing July 1 prior to Closing, due and payable on the following fiscal year. Buyer shall be given a credit for such proration, if any, at Closing based upon the last known actual net real estate taxes payable according to public records. Buyers shall pay all subsequent real estate taxes.

4. SPECIAL ASSESSMENTS.
   a. Seller shall pay all installments of special assessments which are a lien on the Real Estate and, if not paid, would become delinquent during the calendar year this Offer and Acceptance is accepted, and all prior installments thereof.
   b. All other special assessments shall be paid by Buyers.

5. RISK OF LOSS. Risk of loss prior to Seller’s delivery of possession and Closing of the Real Estate to Buyer shall remain with the Sellers.

6. CARE AND MAINTENANCE. The Real Estate shall be preserved in its present condition and delivered intact at the time possession is delivered to Buyers.

7. POSSESSION AND CLOSING. If Buyers timely perform all obligations, possession and Closing of the Real Estate shall be delivered to Buyers on or before July 30, 2019 (the “Closing”).

8. FIXTURES. All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates, and landscaping shall be considered a part of Real Estate and included in the sale except: (consider: rental items.) None


A-1
9. **USE OF PURCHASE PRICE.** At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

10. **ABSTRACT AND TITLE.** Seller is not obligated to provide a 40 year merchantable abstract to Buyer. Seller will provide any title documentation it has in its possession provided Seller makes no warranty or representations related to the accuracy or completeness of such information.

11. **DEED.** Upon payment of Purchase Price, Seller shall convey the Real Estate to Buyers, by Quit Claim Deed, without any warranties, expressed or implied.

12. **TIME IS OF THE ESSENCE.** Time is of the essence in this Offer and Acceptance.

13. **REMEDIES OF THE PARTIES:**
   a. If Buyers fail to timely perform this Offer and Acceptance, Seller may forfeit it as provided in the Iowa Code, and all payments made shall be forfeited or, at Seller’s option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) Seller may declare the entire balance immediately due and payable. Thereafter this Offer and Acceptance may be foreclosed in equity and the Court may appoint a receiver.
   b. If the Seller fails to timely perform this Offer and Acceptance, Buyers have the right to have all payments made returned to them.
   c. Buyers and Seller also are entitled to utilize any and all other remedies or actions at law or equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

14. **STATEMENT AS TO LIENS.** If Buyers intend to assume or take subject to a lien on the Real Estate, the Seller shall furnish Buyers with a written statement from the holder of such lien, showing the correct balance due.

15. **SUBSEQUENT CONTRACT.** If applicable, any real estate contract executed in performance of this contract shall be on the current form of the Iowa State Bar Association.

16. **APPROVAL OF COURT.** If the sale of the Real Estate is subject to Court approval, the fiduciary shall promptly submit this Offer and Acceptance for such approval. If this Offer and Acceptance is not so approved on or before Closing it shall be void.

17. **CONTRACT BINDING ON SUCCESSORS IN INTEREST.** This Offer and Acceptance shall apply to and bind the successors in interest of the parties. Buyer may not assign its interest in this Offer and Acceptance without the prior written consent of Seller.

18. **CONSTRUCTION.** Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

19. **TIME FOR ACCEPTANCE.** If this Offer and Acceptance is not accepted by the Seller on or before 20, it shall become void and all earnest payments shall be repaid to the Buyers.

20. **Environmental Conditions.** This Offer and Acceptance is expressly contingent upon the receipt by Seller or Buyers, on or before possession, of results satisfactory to each of any investigation, tests, audits, examinations or analysis of the environmental condition of the Real Estate that the Seller or Buyer may obtain. Each party shall bear its own costs of performing the environmental assessments and testing it deems appropriate. If for any reason, Seller or Buyers determines that the property to be acquired is not in satisfactory environmental condition, as determined in each party’s sole and absolute discretion, Seller or Buyers may terminate this Offer and Acceptance, and Buyers will be returned to their original position, including the return of any earnest money deposit.
b. **Property Condition.** Buyer agrees to take possession of the Real Estate “AS IS” without representations or warranties expressed or implied by Seller.

21. **ACCESS TO REAL ESTATE.** If applicable Buyer’s access to Real Estate prior to possession and Closing shall be contemplated on a separate Access Agreement with term limitations and conditions.

22. **EASEMENTS.** At Closing, Seller reserves any easements Seller requires as may be deemed necessary by Seller for the operation of the utility on Seller’s form of easement at no further cost to Seller. As Buyer is accepting a Quit Claim deed to Real Estate, Seller understands that Buyer cannot guarantee easement and the easement is reserved by Seller without any warranties, expressed or implied by Buyer.

23. **FURTHER DOCUMENTATION.** Buyer and Seller agree in good faith to execute such further or additional documents as may be necessary or appropriate to carry out the intent and purpose of this Offer and Acceptance.

24. **SUBDIVISION.** In the event that a subdivision of the Real Estate or a parcel of land of which the Real Estate comprises a part is required to allow Seller to convey the Real Estate in conformance with Iowa Code Section 354 and / or the subdivision ordinance of the municipality or county in which the Real Estate is situated, Buyer and Seller shall work together in good faith to subdivide the Real Estate. In the event that Seller is unable to secure approval by the applicable authority to subdivide the Real Estate on or before Closing, Seller may terminate this Offer and Acceptance by providing Buyer written notice thereof.

DATED: __________________________

________________________________________  __________________________

Buyer                                                                                     Buyer

This Offer and Acceptance is accepted __________________________, 20__________.

INTERSTATE POWER AND LIGHT COMPANY (Seller)

________________________________________

By:
County of Linn, Iowa
Certificate of Self-Insurance

Contact Office:
Risk Management
935 2nd Street S.W.
Cedar Rapids, IA 52404-2100

Date: April 1, 2019

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<th>Insured:</th>
<th>Linn County, its Elected Officials, Employees and Agents</th>
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<td>935 2nd Street S.W.</td>
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<td>This certificate is to confirm that Linn County is self-insured with regards to any and all general liability claims and all automobile claims, including comprehensive and collision. This self-insured status is not the result of a specific action by the Board of Supervisors, but results from Iowa law, which provides that political subdivisions are subject to liability for their torts and those of their officers and employees when acting within the scope of their duties (Iowa Code Chapter 670). Should a judgement creditor elect not to issue execution against a municipal corporation, a tax must be levied as early as practicable to pay the judgement (Iowa Code §§ 626.24, 670.10, and 627.18).</td>
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<td>Stacey Walker, Chairperson</td>
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<tr>
<td>PO Box 329</td>
<td>Board of Supervisors</td>
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<tr>
<td>Central City, IA 52214</td>
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VACANCY FORM

SELECT ONE:
☐ NEW POSITION

☐ REPLACEMENT
REPLACES: ____________________________

☐ NEW JOB CLASSIFICATION

☐ EXISTING JOB CLASSIFICATION

JOB TITLE: Intake Technician

SHIFT/HOURS: M-F 3:30 AM to 4:00 PM

DEPARTMENT: LCCS/Ryan White Program

NUMBER OF POSITIONS: 1

VACANCY DATE: 4/1/19

NEW POSITION FUNDING SOURCE(S):
Grant Funded Iowa Department of Public Health

POST TO INSIDE: ☐ YES ☐ NO

ADVERTISE: ☐ YES ☐ NO

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

IF NO, GIVE EXPLANATION (i.e. not filling due to operational needs):
Increasing Alissa Gunsollys hours from 35 to 39 per grant funding.

POSITION TYPE:
☐ FULL-TIME ☐ PART-TIME 39 # 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: [Signature] 3-29-19

DEPARTMENT HEAD (original signature required) DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: ____________________ STARTING SALARY: ____________________

HR DIRECTOR COMMENTS: Increase 9 hrs without posting allowed by contact.

FINANCE/BUDGET DIRECTOR COMMENTS: __________________________

APPROVED BY: [Signature] 3-29-19

DATE

APPROVED BY: [Signature] DATE

APPROVED BY: [Signature] DATE

APPROVED BY: [Signature] DATE

CHAIRPERSON/BOARD OF SUPERVISORS
ONLINE AGREEMENT (FINAL)

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby mutually agreed as follows:

Terms

1. Scope of Work to be Performed: Monawar Studios LLC will be producing 3 videos for Linn County Supervisor, District 1, Stacey Walker. These videos will play at the State of the county in May. One video will be a 2 minute introduction video featuring interviews, b-roll and animation/motion graphics; along with two additional videos that will be :30 seconds in length each (also interviews, b-roll and animation/motion graphics) to be played during the presentation. From start to finish, production will be a collaboration between Monawar Studios LLC and the team at Linn County Supervisor, District 1. Filming will be completed in 1-2 full days of production.

2. Compensation/Investment: Linn County Supervisor, District 1 agrees to pay Monawar Studios LLC $5,000 for all three videos listed in line item 1. Linn County Supervisor, District 1 is tax-except so no Iowa Sales Tax is require. Please Note: Linn County Supervisor, District 1 has chosen to pay the full invoice amount at time of contract signing that will complete payment for the three videos listed in line item 1. Any additional project and/or future videos outside of the project listed in line item 1 will require a new contract and invoice.

3. Original Content: Monawar Studios LLC warrants that the work is original, accurate, and does not infringe on any copyright.

4. Copyright: Linn County Supervisor, District 1 retains the copyright to the video but grants to Monawar Studios LLC the following rights: 1. Linn County Supervisor, District 1 as a client on their business portfolio and website. 2. Uploading and publishing the final videos on the Monawar Studios LLC website and various social media channels as a means of promotion and portfolio (upon approval from Linn County Supervisor, District 1). 3. Allowing Monawar Studios LLC to use any portion of the video in their showreel/demo reel as a means of promotion and portfolio. Lastly, Monawar Studios LLC will NOT give any and/or all of the RAW footage to another production company for use as their own, and/or to re-edit the video.

5. TIMELINE/Editing/Deliverables: Production will begin on April 1st 2019. In collaboration with Linn County Supervisor, District 1, Monawar Studios LLC will require 2-3 days of on location filming that will consist of interviews and b-roll footage, along with any and all footage/interviews/voice-over work required with Stacey Walker. These video shoots will be scheduled by both parties. Monawar Studios LLC will require 3-4 weeks to complete the three videos. In that time, Linn County Supervisor, District 1 and team will receive two drafts for two full rounds of revisions. The third and final drafts of the videos will be delivered via high res download through a private dropbox folder by May 1st 2019.

5. Choice of Law: The laws of Iowa shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
7. Entire Agreement: This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes any prior discussions or agreements between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the party to be charged.

3. Severability: If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect.

This agreement will be governed by the laws of: IOWA

---

**ARSLAN MONAWAR ACKNOWLEDGEMENT**

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<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>Arsalan Monawar</td>
<td>Founder &amp;</td>
<td>3/29/2019</td>
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☐ By checking this I hereby agree to the terms of this agreement with the intent to be legally bound.

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**LINN COUNTY SUPERVISOR, DISTRICT 1 ACKNOWLEDGEMENT**

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<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Date</th>
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☐ By checking this I hereby agree to the terms of this agreement with the intent to be legally bound.

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Comments

3/29/2019 Arsalan Monawar said...

Stacey and Team! Thank you for allowing us this wonderful privilege, and we are elated to partner with you. Please reach out if you have any questions! All our best The Monawars