LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA
Wednesday, April 8, 2020
12:00 p.m.
Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA

Call to Order
Pledge of Allegiance

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

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

Reports

Resolutions

Resolution authorizing the transfer of $2,373,031 from the Rural Services fund to the Secondary Roads fund.

Resolution authorizing the transfer of $7,397,398 from the General Supplemental fund to the General Basic fund.

Resolution authorizing the transfer of $1,500,000 from the LOST Conservation fund to the Debt Service fund.

Resolution authorizing the transfer of $1,810,070 from the General Basic fund to the Capital Projects fund.

Resolution authorizing the transfer of $973,013 from the General Basic fund to the Secondary Roads fund.

Resolution authorizing the transfer of $850,000 from the General Basic fund to the Debt Service fund.

Resolution and contract approving the appointment of Special Prosecutor Linn County Attorney, Alexander J. Geocaris

Resolution to approve Final Plat for Rolling Acres Greens First Addition, Case JF20-0001.

Contract and Agreements

Approve and authorize Chair to sign a formal notice of cancellation of the Manatron Maintenance Agreement effective June 30, 2020

Approve and authorize Chair to sign the FY21 Provider Contract Service and Rate Attachment between Options of Linn County and the MH/DS of the East Central Region
Award bid and authorize chairperson to sign contract documents for Bridge Inspection Services 2020-2021 to IIW, P.C. in the amount of $53,580.00.


Approve and sign purchase order for herbicides to Van Diest Supply Co. in the amount of $6,587.75 for the Secondary Road Department

Approve and authorize chairperson to sign purchase order for traffic paint beads to Potters Industries, LLC in the amount of $5,152.00 for the Secondary Road Department

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes
Discuss and decide on meeting minutes.

Update on Linn County’s response to COVID-19

Discuss and decide on COVID-19 Budget requests

Discuss and decide on a request from the City of Marion for a one-year extension on any obligations relating to the Board of Supervisors FY19 Community Development Grant award.

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

Correspondence

Appointments

Closed Session
The Board will enter into closed session to discuss pending litigation, pursuant to Code of Iowa 21.5(1)(c).

Adjournment

To adhere to social distancing requirements, Linn County employees and the public may participate in this meeting as follows:
1) Conference call—telephone number 866-576-7975, access code 218839#
2) Email questions or comments prior to or during the meeting to: bd-supervisors@linncounty.org

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

WHEREAS, it is desired to transfer monies from the Rural Services fund to the Secondary Roads fund and,

WHEREAS, said operating transfer is in accordance with Section 331.432, Code of Iowa,

NOW, therefore be it resolved by the Board of Supervisors of Linn County, Iowa, as follows:

The sum of $2,373,031 is ordered to be transferred from the Rural Services fund to the Secondary Roads fund, as allowed under the Code of Iowa maximum transfer limits.

PASSED AND APPROVED this _______ day of April 2020.

LINN COUNTY BOARD OF SUPERVISORS

_______________________________
Ben Rogers, Chair

_______________________________
Brent Oleson, Vice Chair

_______________________________
Stacey Walker, 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.

_______________________________
Joel Miller, Linn County Auditor
RESOLUTION NO. 2020

RESOLUTION FOR INTERFUND TRANSFER

WHEREAS, it is desired to transfer monies from the General Supplemental fund to the General Basic fund and,

WHEREAS, said operating transfer is in accordance with Section 331.432, Code of Iowa,

NOW, therefore be it resolved by the Board of Supervisors of Linn County, Iowa, as follows:

Section 1. The sum of $7,397,398 is ordered to be transferred from the General Supplemental fund to the General Basic fund, to replace FICA, IPERS and insurance costs paid from the General Basic fund.

Section 2. The Auditor has been directed to correct his books accordingly and to notify the Treasurer of this operating transfer, accompanying the notification with a copy of this resolution and the record of its adoption.

PASSED AND APPROVED this _______ day of April 2020.

LINN COUNTY BOARD OF SUPERVISORS

_____________________________
Ben Rogers, Chair

_____________________________
Brent Oleson, Vice Chair

_____________________________
Stacey Walker, 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.

_____________________________
Joel Miller, Linn County Auditor
RESOLUTION NO. 2020 - -

RESOLUTION FOR INTERFUND TRANSFER

WHEREAS, it is desired to transfer monies from the Conservation Local Option Sales Tax fund to the Debt Service fund and,

WHEREAS, said operating transfer is in accordance with Section 331.432, Code of Iowa,

NOW, therefore be it resolved by the Board of Supervisors of Linn County, Iowa, as follows:

Section 1. The sum of $1,500,000 is ordered to be transferred from the Conservation Local Option Sales Tax fund to the Debt Service fund for payment of the fiscal year 2020 Dows Farm principal and interest.

Section 2. The Auditor has been directed to correct his books accordingly and to notify the Treasurer of this operating transfer, accompanying the notification with a copy of this resolution and the record of its adoption.

PASSED AND APPROVED this _______ day of April 2020.

LINN COUNTY BOARD OF SUPERVISORS

Ben Rogers, Chair

Brent Oleson, Vice Chair

Stacey Walker, 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.

Joel Miller, Linn County Auditor
RESOLUTION NO. 2020

RESOLUTION FOR INTERFUND TRANSFER

WHEREAS, it is desired to transfer monies from the General Basic fund to the Capital Projects fund and,

WHEREAS, said operating transfer is in accordance with Section 331.432, Code of Iowa,

NOW, therefore be it resolved by the Board of Supervisors of Linn County, Iowa, as follows:

The sum of $1,810,070 is ordered to be transferred from the General Basic fund to the Capital Projects fund, as allowed under the Code of Iowa maximum transfer limits.

PASSED AND APPROVED this _______ day of April 2020.

LINN COUNTY BOARD OF SUPERVISORS

____________________________
Ben Rogers, Chair

____________________________
Brent Oleson, Vice Chair

____________________________
Stacey Walker, 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.

____________________________
Joel Miller, Linn County Auditor
RESOLUTION NO. 2020

RESOLUTION FOR INTERFUND TRANSFER

WHEREAS, it is desired to transfer monies from the General Basic fund to the Secondary Roads fund and,

WHEREAS, said operating transfer is in accordance with Section 331.432, Code of Iowa,

NOW, therefore be it resolved by the Board of Supervisors of Linn County, Iowa, as follows:

The sum of $973,013 is ordered to be transferred from the General Basic fund to the Secondary Roads fund, as allowed under the Code of Iowa maximum transfer limits.

PASSED AND APPROVED this _______ day of April 2020.

LINN COUNTY BOARD OF SUPERVISORS

______________________________
Ben Rogers, Chair

______________________________
Brent Oleson, Vice Chair

______________________________
Stacey Walker, 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.

______________________________
Joel Miller, Linn County Auditor
RESOLUTION NO. 2020  -  -  

RESOLUTION FOR INTERFUND TRANSFER

WHEREAS, it is desired to transfer monies from the General Basic fund to the Debt Service fund and,

WHEREAS, said operating transfer is in accordance with Section 331.432, Code of Iowa,

NOW, therefore be it resolved by the Board of Supervisors of Linn County, Iowa, as follows:

Section 1. The sum of $850,000 is ordered to be transferred from the General Basic fund to the Debt Service fund.

Section 2. The Auditor has been directed to correct his books accordingly and to notify the Treasurer of this operating transfer, accompanying the notification with a copy of this resolution and the record of its adoption.

PASSED AND APPROVED this _______ day of April 2020.

LINN COUNTY BOARD OF SUPERVISORS

________________________________________
Ben Rogers, Chair

________________________________________
Brent Oleson, Vice Chair

________________________________________
Stacey Walker, 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.

________________________________________
Joel Miller, Linn County Auditor
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 Alexander J. Geocaris, for appointment as Special Prosecutor Linn County Attorney, and

WHEREAS, the Board of Supervisors, Linn County, Iowa, finds Alexander J. Geocaris to be qualified to serve as Special Prosecutor Linn County Attorney and that the appointment of Alexander J. Geocaris 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 Alexander J. Geocaris 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 ________, 2020.

LINN COUNTY BOARD OF SUPERVISORS

____________________________________
AYE:

NAY:

ABSTAIN:

____________________________________

____________________________________
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 __________, 2020.

________________________________________
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 ___31st__ day of ___March___, 2020, 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 Alexander J. Geocaris, 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 "Geocaris") 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 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 Geocaris, contingent upon funding from the Midwest HIDTA program, agree as follows:

I. GEOCARIS AGREES TO:

A. Services. Provide to the U. S. Attorney's Office, on a full-time basis, his 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. Geocaris shall notify the County and his 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. Geocaris hereby agrees that his 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 Geocaris 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. Geocaris shall not participate in any County merit pay plan and performance appraisals of Geocaris 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 the
SAUSA as may be necessary to allow Geocaris to perform his 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 Geocaris, 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 Geocaris 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 Geocaris for services provided as set forth in Section I(A) of this Agreement and as designated by U.S., an annual salary of $81,000. 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 Geocaris, 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 Geocaris 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, Geocaris 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. Geocaris’ 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 Geocaris 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.** Geocaris 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.** Geocaris 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 Geocaris’ 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 Geocaris concerning Geocaris’ 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 Geocaris 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 Geocaris shall exercise no authority as an Assistant Linn County Attorney, independent of his 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 20, 2020, and shall be in effect until on/about April 19, 2022, 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 Geocaris 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 Date

UNITED STATES ATTORNEY FOR THE NORTHERN DISTRICT OF IOWA

BY: ___________________________________

UNITED STATES ATTORNEY

Date

BY: ___________________________________

Alexander J. Geocaris

Date: 3/31/20
LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # ______________________

APPROVING A FINAL PLAT

WHEREAS, a final plat of ROLLING ACRES GREENS FIRST ADDITION (Case #JF20-0001) to Linn County, Iowa, containing five (5) lots, numbered Lots 1, 2, 3, 4 and lettered Lot A has been filed for approval, a subdivision of real estate located in the NE NW of Section 5, Township 85 North, Range 5 West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the N 1/4 Corner of said Section 5; thence N89°52'52"E along the north line of said NE FRL 1/4, 515.56 feet; thence S00°3304"W, 1790.88 feet; thence S87°12'57"W, 870.57 feet to the centerline of Rolling Acres Road; thence N21°03'40"W along said centerline, 281.91 feet; thence N19°36'05"W along said centerline, 1389.90 feet; thence NW-IY along said centerline on an arc of 169.75 feet of a 282.00-foot radius curve to the left, having a chord length of 167.20 feet, bearing N32°14'35"W; thence N44°5305"W, along said centerline 181.48 feet; thence S89°31'46''E along the north line of said NW FRI-1/4, 1158.43 feet to the Point of Beginning, containing 50.99 acres which includes 1.85 acres of road right of way.

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 JANUARY 15, 2020 as last amended on FEBRUARY 17, 2020 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT, 892-6400
1. Entrance permit required for new entrances and existing unpermitted entrances, County Standard Specifications 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. Two shared entrances are allowed. One shared entrance shall be located between Lot 1 and Lot 2. The second shared entrance shall be located between Lot 3 and Lot 4. No other entrances are allowed.
2. Dedication of road rights-of-way, County Standard Specifications, Section 5. Forty feet of right-of-way on Rolling Acres Road adjacent to development shall be dedicated to the County for road purposes.
3. Road agreement with conditions similar to final plat cases. County Standard Specifications, Section 1.
4. E-911 address signs are required at the time entrance permits are applied for at the Secondary Road Department.

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

LINN COUNTY PUBLIC HEALTH DEPARTMENT
1. No conditions to be met.
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. Land disturbance greater than 1 acre in size, not associated with agricultural crop production, will require a NPDES permit granted by the Iowa Department of Natural Resources.
3. Applicant shall complete and submit a Land Disturbing Affidavit to the Linn Soil and Water Conservation District as required by Iowa Code.

LINN COUNTY CONSERVATION DEPARTMENT
1. No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT
1. No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT - ZONING DIVISION
1. Accessory structures located on the proposed lots shall be used for personal storage or agriculture, and shall not be used for any unapproved commercial use(s).
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 Center Point. 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. 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.
7. 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 UDC.
   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 district

8. The final plat bound documents must be approved by the Linn County Board of Supervisors on or before **FEBRUARY 17, 2021** 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 UDC.

**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 April 8, 2021 to be valid.

Passed and approved this 8th day of April, 2020.

Linn County Board of Supervisors

_________________________________
Chair

_________________________________
Vice Chair

_________________________________
Supervisor

Aye:

Nay:

Abstain:

Absent:
Attest:

________________________________________________________________________

Joel Miller, Linn County Auditor

________________________________________________________________________

Linn County Engineer

________________________________________________________________________

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 ______________________, 2020.

________________________________________________________________________

Notary Public State of Iowa
MH/DS of the East Central Region
Member Counties: Benton, Bremer, Buchanan, Delaware, Dubuque, Iowa, Johnson, Jones, Linn
Provider Contract
Service and Rate Attachment – FY2021
Options of Linn County
ECR/CSN# 3317
1240 26th Avenue Court SW
Cedar Rapids, IA 52404
Effective July 1, 2020 – June 30, 2021

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<td>Day hab, daily ECR (T2020 U4) ID</td>
<td>$82.18</td>
<td>Day</td>
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<td>50367</td>
<td>T2020 U5</td>
<td>Day hab, daily ECR (T2020 U5) ID</td>
<td>$95.70</td>
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<td>50367</td>
<td>T2020 U6</td>
<td>Day hab, daily ECR (T2020 U6) ID</td>
<td>$117.03</td>
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<tr>
<td>50367</td>
<td>T2021</td>
<td>Day Care, Adult, 15 min</td>
<td>$4.41</td>
<td>15 MIN</td>
<td>$4.41</td>
</tr>
</tbody>
</table>

1. Per the Iowa Health Link program transition; please indicate by a check-mark which Managed Care Organization (MCO) you have contracted with for reimbursement through Iowa Medicaid fee-for-service:
   ___ Amerigroup Iowa, Inc. ___ Iowa Total Care

2. ECR’s MH/DS fund will not be used to subsidize the cost of services provided to recipients of non-provider enrolled and contracted MCOs. ECR will not underwrite Medicaid, Medicare, or pay deductibles assigned by any third party payer.

3. Provider shall review signed contract yearly.

4. Provider shall submit invoices to ECR on a monthly basis by the fifteenth (15th) day of each month. If the first day of each month falls on a weekend or observed holiday, Provider shall submit invoices to ECR on the next business day. Provider and ECR may mutually agree to a different payment schedule in writing.

5. Provider has read, understood, and accepts the terms in the letter accompanying the rate sheet from Coordinator Davison – see next page.

6. It is the Provider’s responsibility to re assure that consumers keep their Medicaid and that there are no laps. Documentation needs to be provided to the Region immediately to show resolution is being worked on with the MCO in a timely manner to get Medicaid reinstated if such happens.

The MH/DS services and rates identified in this contract document are approved by the MH/DS of the East Central Region Governing Board for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021.

________________________________________________________
Chairperson, Linn County Board of Supervisors Date

________________________________________________________
Jody Jansen, ECR Coordinator Date
Based on the results of our recent audit, it was brought to our attention that some claims do not contain all necessary information. Please ensure that all of the following are included on invoices sent to the Region.

Name that matches the W-9 you submitted (if the name or address changes, please submit a new W-9)

- Mailing address
- Name and unique identifier of each individual served during the reporting period (if billed by person)
- CPT, COA code, and/or name of service(s) provided
- Number of units of service, unit rate (this should be the approved rate) and total cost of units provided to each individual
  - Please ensure all 3 of these are on the bill; we should not have to guess on the rate or calculate the total. If you would like a form with formulas to calculate totals, please e-mail claims@ecriowa.us and we will provide the form.
  - If an individual has a co-pay, the total amount billed should be reduced, not the unit rate. It is very helpful if the invoice indicates the amount of co-pay.
- Total of the invoice—we match this total to the total in our system to ensure everything was entered correctly
- For RCFs, please send a copy of how you calculated the individual's CP and a list of out of facility days for each individual.

We want to provide a couple clarifications or reminders about claims.

- Providers are expected to submit invoices within sixty (60) days of the service unless the provider is waiting for third party payment. No bill will be paid that is over one year old from the date of service rendered without specific approval from the Governing Board or unless there is a statutory obligation.
- The region pays only the following utilities: water, sewer, garbage, gas, and electric.
- For utility bills, we must receive the bill (current or past) which shows the charge for the time for which the payment is requested. A past due bill is not enough since it doesn’t show where the past due amount came from. Payment is based upon the dates of service, not the date of the bill.
Help is here.

Sometimes people just need to talk. Whether it's a tough situation that you or someone you know is facing, or a more serious need, IowaHelpLine.org is a free resource to Iowans in Benton, Bremer, Buchanan, Delaware, Dubuque, Iowa, Johnson, Jones and Linn counties.

Iowa Help Line is a call, a text or an online chat away for those in need. In many cases, this can help avoid the unnecessary involvement of law enforcement or hospitalization.

A mobile team of professionals is also on stand-by if a situation needs face-to-face attention.

Iowa Help Line Mobile Crisis Counselors will:
✓ Assess the situation ✓ Attempt to stabilize and defuse the crisis ✓ Provide counseling, as needed ✓ Provide referrals to other community resources
Iowa Warm Line
(Covering Benton, Bremer, Buchanan, Delaware, Dubuque, Iowa, Johnson, Jones and Linn Counties)

Call: **1-844-775-9276**

Hours of Operation – 5:00 p.m. to 10:00 p.m.

*When there’s no support...*

*and the world seems so cold...*

**Call the WARM line...**

*And take your life off hold!*

The Warm Line is a peer-run, telephone-based, non-crisis, confidential listening line for anyone struggling with mental health or substance abuse issues. The line is staffed by people who have been through a similar journey and are in recovery themselves.
April 8, 2020

Harris Computer Corporation
Public Sector Group - Aumentum Technologies Business Unit
1 Antares Dr., Suite 400
Ottawa ON, K2E 8C4

RE: IA063010LC

TO: Harris Computer Corporation

This letter serves as formal notice of Linn County’s cancellation of the Manatron, aka Aumentum, maintenance agreement (IA063010LC) dated 6/28/2010, and a schedule managed services agreement with Manatron, Inc, now a Harris business, dated 2/27/2017.

Under the master contract/agreement terms and conditions, we “Linn County, Iowa” hereby give notice of termination of maintenance and managed support services provided by Harris effective at the end of the current maintenance support contract end date of 6/30/2020. Unless expressly stated otherwise in writing Harris will agree to the termination.

Respectfully submitted,

Ben Rogers
Chair
## 2020 Bridge Inspection Bid Tab - Linn County Secondary Road Department

<table>
<thead>
<tr>
<th>Company</th>
<th>Total Price(^1)</th>
<th>Linn County Price(^2)</th>
<th>Timber Bridge Cost</th>
<th>Load Rating Cost</th>
<th>Fracture Critical Costs</th>
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</thead>
<tbody>
<tr>
<td>IIW</td>
<td>$53,580</td>
<td>~$48,260</td>
<td>$190</td>
<td>Not included</td>
<td>Not Included</td>
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<tr>
<td>Calhoun-Burns</td>
<td>$48,890.00</td>
<td>~$44,035</td>
<td>N/A</td>
<td>$110/Bridge, included in cost</td>
<td>$600/Bridge, included in cost</td>
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<td>Shuck Britson</td>
<td>$65,622</td>
<td>*Broken down by bridge type. Must be calculated</td>
<td>$219</td>
<td>Not included</td>
<td>Not Included</td>
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<tr>
<td>Kirkham Michael</td>
<td>$66,500</td>
<td>*Broken down by bridge type. Must be calculated</td>
<td>$167</td>
<td>$5,000 total, included in cost</td>
<td>$370-$875</td>
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<td>Foth</td>
<td>$167,340</td>
<td>*Broken down by bridge type. Must be calculated</td>
<td>$465/Bridge</td>
<td>$500/Bridge</td>
<td>$6,500/Bridge</td>
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</tbody>
</table>

1. Total price listed on the proposal. Some prices included Load Ratings and Fracture Critical inspections and other didn't.
2. This was only determined if the company had a set price per bridge. If the price was dependent on other factors then it must be calculated.

Project awarded to IIW. Cost, completeness and quality of the submittals, and customer satisfaction were the determining factors. The customer-centered approach from IIW more aligns with the current needs and culture of the Secondary Road Department.

\[\text{Signature}: \text{Brad Ketels}, \text{Linn County Engineer} \quad \text{Date}: 4/1/20\]
Weed Spray Program
Herbicide Results
4/1/2020

<table>
<thead>
<tr>
<th>No.</th>
<th>Product</th>
<th>Qty</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Total Price</th>
<th>Unit Price</th>
<th>Total Price</th>
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<tbody>
<tr>
<td>1</td>
<td>TerraVue</td>
<td>70</td>
<td>lbs</td>
<td>$92.00</td>
<td>$6,440.00</td>
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<td>2</td>
<td>Liberate surfactant*</td>
<td>25</td>
<td>GAL</td>
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<td>$0.00</td>
<td>$25.00</td>
<td>$25.00</td>
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<td></td>
<td><strong>TOTAL</strong></td>
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<td></td>
<td><strong>$7,440.00</strong></td>
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<td><strong>$7,120.00</strong></td>
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* Substitute not allowed

Substitute quoted

TOTAL (2 PO's) $7,187.75
April 3, 2020

Linn County Board of Supervisors  
935 2nd Street SW  
Cedar Rapids, Iowa 52404

Dear Supervisors:

In 2018 the Linn County Board of Supervisors awarded an Economic Development Fund Grant to the City of Marion to be used as part of a local match for the Safe Routes to Schools Trail (Phase I) in the Marion Independent School District. In 2019 the City of Marion requested an extension of the grant and explained reasons why such an extension was needed (applied for Federal trails grant (not-funded) and legal clarifications with former railroad property). I am writing to you to request a second extension of the grant funds, but I would also like to provide you with an update regarding what has transpired over the last year.

In September of 2019 our legal team was able to file an affidavit of ownership regarding the former railroad right-of-way to clarify that the City should be the rightful owner. Although some additional discussions were needed with the County Auditor’s Office to confirm the City’s ownership of said parcel, in January of 2020 the ownership was returned to the City as road right-of-way. In February the trail design was finalized, and bids packets were prepared for the project. Being mindful of wanting to stay within budget, the engineering design team drafted a conservative project of $129,896 ($146,529.75 total grant/match funds). On March 31st of 2020 the bids were opened with Rathje Construction identified as the low bidder with a cost of $99,806.50 (two other bids received). Wanting to get the most project out of the funds that we have, our engineering staff is currently working on additional design and possible change order to extend the project further south along 15th Street. A late start date has been identified for the project as July 6th, with 40 working days being applied. Naturally those working days will most likely be extended if the contractor is amenable to a change order to extend the scope of the project. Below is the proposed timeline from last year, with bold lettering identifying the actual timeline to date.

Anticipated Schedule Verses Actual:

May/June 2019 - Legal filings/property acquisition  
**Actual: September / Verified with County: January 2020**

July 2019 - Final Design  
**Actual: February 2020**

August 2019 – Letting/Preconstruction Meeting  
**Actual: March 31, 2020**

September-November 2019 – Construction  
April 1, 2020  
**Actual: Late Start Date July 6, 2020 (40 working days)**

December 2019 – Final inspection/project closeout/ Reimbursements requested  
**Revised: Oct./Nov. 2020**

With a reasonable construction season, the trail project will be completed this year, but I would like to take a moment to share some additional news on the project that serves as an example of the City’s continued commitment to see this project through. In February the City was made aware of an AARP Community Challenge Grant. In May of 2020 the City will apply for a grant from AARP to complete even more of the current project. If awarded the AARP funds would be used in the 2020 construction season to further extend the current project along 15th Street as far south as the funds will allow.
The City of Marion respectfully requests a second one-year extension of the Linn County Economic Development Fund to allow completion of the Marion Independent School District Safe Routes to School Trail (Phase I). Should you have any questions, please call me at (319)743-6320, or email at kbillings@cityofmarion.org.

Sincerely,

Kesha Billings, AICP
Associate Planner