LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA
Wednesday, April 29, 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.

Authorize Chair to sign a Vacancy Form for a new job classification, Land Records Analyst, for the Linn County Auditor’s Office.

Authorize negotiations between Linn County and the Sustainable Iowa Land Trust (SILT) for operation and management of approximately 45 acres at Dows Farm.

Authorize Chair to sign letter of agreement to each of three finalists (Madeline Wiener, DiBari & Associates, Ilan Averbuch) for the Harris Building exterior public art project.

Authorize Chair to sign letter of agreement to each of three finalists (Gail Christofferson, John Schwartzkopf, Greta McLain) for the Harris Building interior public art project.

Resolutions
Resolution approving an increase in the maximum allowable acres eligible to be exempted through the Slough Bill.

Resolution supporting designation of Czech Village-New Bohemia Urban Main Street District as an “Iowa Cultural and Entertainment District.”

Resolution supporting designation of Czech Village-New Bohemia Urban Main Street District as one of “Iowa’s Great Places.”

Contract and Agreements
Approve and authorize Chair to sign a certificate of insurance for Election Services to operate a curbside voting operation at 823 3rd Street SW from the dates of May 4, 2020 – June 1, 2020.

Approve and authorize Chair to sign Tower Terrace Road BUILD Grant (Better Utilizing Investments to Leverage Development) Memorandum of Understanding between Linn County and the Cities of Cedar Rapids, Hiawatha, Marion, and Robins, with Linn County to serve as the Lead Agency.

Approve and authorize Chair to sign Professional Services Agreement between Linn County and Snyder & Associates, Inc. with regard to the Tower Terrace Road BUILD Grant Application.
Approve and authorize Chair to sign a Second Amendment to the Break Thru Series Collaboration Contract between the Iowa Department of Human Services and the Linn County Board of Supervisors effective July 1, 2020 through June 30, 2021.

Approve and authorize Chair to sign the Iowa Secretary of State Vote Safe Iowa Initiative Grant Agreement for $26,100.

Approve and authorize Chair to sign a purchase order for erosion control materials to Coleman Moore Co. in the amount of $7,619.08 for the Secondary Road Department.

Approve and authorize Chair to sign a purchase order for corrugated metal culvert to Northern Iowa Construction Products in the amount of $8,050.00 for the Secondary Road Department.

Licenses & Permits

Approve Class B Beer Permit for Bass Farms, 1325 Hwy 30, Mt. Vernon, noting all conditions have been met.

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 extending the closure date of certain Linn County government buildings.

Discuss and decide on previously tabled (on April 8, 2020) resolution to approve final plat for Rolling Acres Greens First Addition, Case JF20-0001.

Discuss fiscal year 2020 budget amendment requests and set public hearing on the proposed amended budget on May 20, 2020.

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

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.
MEMORANDUM

TO: Board of Supervisors
FROM: Les Beck, Director
DATE: April 21, 2020
SUBJECT: Recommendation for farm operation and management, Dows Farm Agri-Community

Background

On February 5, 2020, the County issued a Request for Proposals for Farm Operation & Management, Dows Farm Agri-Community. The RFP sought proposals from experienced farmers or entities to develop, manage, and conduct agricultural operations as part of the Dows Farm Agri-Community, including growing food for the Dows Farm residents and greater community while providing educational activities to the larger area.

A selection team was organized to review proposals, interview applicants, and make a recommendation to the Board of Supervisors. Members of the selection team are:

- Brent Oleson, Board of Supervisors;
- Curt Eilers, Planning & Zoning Commission and neighbor to the project;
- Donna Warhover, owner of Morning Glory Farm;
- Eric Christianson, Local Government Field Specialist, ISU Extension;
- John Harris, former Linn County Supervisor;
- Jennifer Pruden, Project Manager, Offices of Two Thirty;
- Jason Grimm, IVRC&D and project consultant; and
- Dennis Reynolds, Reynolds Urban Design and project consultant.

Selection Team Recommendation

Matthew 25 and the Sustainable Iowa Land Trust (SILT) each submitted a proposal¹. The selection team has carefully reviewed each proposal, interviewed representatives from each entity, and is recommending that the County enter into negotiations with the Sustainable Iowa Land Trust for operation and management of approximately 45 acres at Dows Farm. The selection team believes the Sustainable Iowa Land Trust, by offering permanent protection to the farm operation with ongoing flexibility in selecting and placing farmers or farm entities on the land, will provide long-term stability and enduring value to the County and to the Dows Farm Agri-Community.

¹ Proposals are available for review on request.
Dear Artist:

Re: Agreement between Linn County, Iowa (the County) and Name (the Artist)

The County hereby agrees to pay the Artist an honorarium of $750.00 to prepare and present a Concept Proposal (the Proposal) for an exterior artwork at the Dr. Percy and Lileah Harris Building in Cedar Rapids, Iowa. The Artist will present the Proposal to members of the Selection Panel in early to mid-June.

The deliverables for the Proposal are outlined in the attached Request for Proposals.

The County may request the Artist to amend the Proposal or may choose to select another artist, or may reject all proposals. If the County decides, for any reason, not to proceed with the Proposal, once delivered, neither the County nor the Artist shall have any claims on each other in excess of those provided in this Agreement. Final acceptance of the Proposal will be contingent on County reviews and approvals to ensure it meets technical, safety, durability, and maintenance standards and budget and schedule feasibility. If the Proposal is accepted, a separate agreement, governing the Detailed Design, Fabrication and Installation phases of the Proposal, will be offered to the Artist by the County.

LINN COUNTY, IOWA

______________________________

Ben Rogers
Chair, Linn County Board of Supervisors

The foregoing is acknowledged and agreed to this _____ day of ____________, 2020

______________________________

Artist

Not valid unless signed by both parties and returned to LINN COUNTY by MAY 11, 2020.
Dear Artist:

Re: Agreement between Linn County, Iowa (the County) and Name (the Artist)

The County hereby agrees to pay the Artist an honorarium of $250.00 to prepare and present a Concept Proposal (the Proposal) for an interior artwork at the Dr. Percy and Lileah Harris Building in Cedar Rapids, Iowa. The Artist will present the Proposal to members of the Selection Panel in early to mid-June.

The deliverables for the Proposal are outlined in the attached Request for Proposals.

The County may request the Artist to amend the Proposal or may choose to select another artist, or may reject all proposals. If the County decides, for any reason, not to proceed with the Proposal, once delivered, neither the County nor the Artist shall have any claims on each other in excess of those provided in this Agreement. Final acceptance of the Proposal will be contingent on County reviews and approvals to ensure it meets technical, safety, durability, and maintenance standards and budget and schedule feasibility. If the Proposal is accepted, a separate agreement, governing the Detailed Design, Fabrication and Installation phases of the Proposal, will be offered to the Artist by the County.

LINN COUNTY, IOWA

______________________________
Ben Rogers
Chair, Linn County Board of Supervisors

The foregoing is acknowledged and agreed to this _____ day of ____________, 2020

______________________________
Artist

Not valid unless signed by both parties and returned to LINN COUNTY by MAY 11, 2020.
RESOLUTION NO.  ____

WHEREAS, the Linn County Board of Supervisors shall establish priorities for granting property tax exemptions for natural conservation or wildlife areas pursuant to Iowa Code Section 427.1(22) and shall establish the limitations on the acreage allowed to be exempted, and;

WHEREAS, the current list of priorities has not changed from the prior year and the total acreage designated as exempt for fiscal year 2020 has equaled the limitation set for fiscal year 2020 of 2,622 acres.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Linn County Board of Supervisors, this date met in lawful session that certified applications for tax exemption pursuant to Iowa Code Section 427.1(22) for fiscal year beginning July 1, 2020, shall be considered as follows:

a. The total number of acres of real property in Linn County to be exempted pursuant to Iowa Code Section 427.1(22) for the fiscal year beginning July 1, 2020, shall be increased to the maximum allowable acres, not to exceed three thousand (3,000) acres;

b. In determining whether or not to grant a tax exemption, applications shall be considered according to the following priorities, ranking from highest to lowest;

   1. Open prairies
   2. River and stream banks
   3. Forest covers
   4. Rivers and streams
   5. Recreational lakes
   6. Any of the above tracts of land containing abandoned buildings or structures, unless such building or structures have historical significance, in which case the property may be considered as having its otherwise assigned priority;

c. Other than applying the above priorities, there shall be no limit on each type of property up to the aggregate limit of three thousand (3,000) acres;
d. All other criteria and/or procedures set forth in Iowa Code Section 427.1(22) are incorporated herein.

Dated at Cedar Rapids, Linn County, Iowa, this ____day of ____________, 2020.

LINN COUNTY, IOWA

______________________________
Chairperson

AYE:

NAY:

ABSTAIN:

Vice Chairperson

______________________________
Supervisor

ATTEST:

______________________________
JOEL D. MILLER, County Auditor

STATE OF IOWA )

) SS

COUNTY OF LINN )

I, Joel D. Miller, County Auditor of Linn County, Iowa, hereby certify that at a regular meeting of the said Board, the foregoing resolution 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
RESOLUTION NO. 2020-4-

A RESOLUTION SUPPORTING THE DESIGNATION OF THE CZECH VILLAGE NEW BOHEMIA URBAN MAIN STREET DISTRICT IN CEDAR RAPIDS AS AN “IOWA CULTURAL AND ENTERTAINMENT DISTRICT”

WHEREAS, there is a possible agreement between the Iowa Department of Cultural Affairs, Cedar Rapids’ Czech Village-New Bohemia Urban Main Street District, and Linn County, Iowa, for the purpose of designating Cedar Rapids’ Czech Village New Bohemia Urban Main Street District as an “Iowa Cultural and Entertainment District;” and

WHEREAS, the Linn County Board of Supervisors endorses and recognizes the Czech Village New Bohemia Urban Main Street District as a well-identified, walkable, mixed-use, and compact area of Linn County in which a high concentration of cultural facilities serve as the anchors.

NOW THEREFORE BE IT RESOLVED by the Linn County Board of Supervisors that Linn County hereby supports the designation of Cedar Rapids’ Czech Village New Bohemia Urban Main Street District as an Iowa Cultural and Entertainment District.

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
RESOLUTION NO. 2020-4-

A RESOLUTION SUPPORTING THE DESIGNATION OF THE CZECH VILLAGE-NEW BOHEMIA URBAN MAIN STREET DISTRICT IN CEDAR RAPIDS AS PART OF THE “IOWA GREAT PLACES” PROGRAM

WHEREAS, there is a possible agreement between the Iowa Department of Cultural Affairs, Cedar Rapids’ Czech Village New Bohemia Urban Main Street District, and Linn County, Iowa, for the purpose of designating Cedar Rapids’ Czech Village-New Bohemia Urban Main Street District as one of “Iowa’s Great Places; and

WHEREAS, the Linn County Board of Supervisors of Linn County, Iowa, endorses and recognizes the Czech Village-New Bohemia Urban Main Street District as an area of development for new and existing infrastructure intended to cultivate the unique and authentic cultural qualities of neighborhoods, communities and regions in Iowa.

NOW THEREFORE BE IT RESOLVED by the Linn County Board of Supervisors that Linn County hereby supports the designation of Cedar Rapids’ Czech Village-New Bohemia Urban Main Street District as one of “Iowa’s Great Places.”

PASSED AND APPROVED this _______ day of April, 2020.

LINN COUNTY BOARD OF SUPERVISORS

Ben Rogers, Chair

Stacey Walker, Supervisor

Brent Oleson, Vice Chair

AYE: NAY: ABSTAIN:

ATTEST:

Joel Miller, Linn County Auditor
To: US Election Assistance Commission

Standard Certifications

Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Certification Regarding Trafficking in Persons

The undersigned certifies to his or her understanding that this grant is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) as follows:

I. Provisions applicable to a recipient that is a private entity.
   A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
      1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      2. Procure a commercial sex act during the period of time that the award is in effect; or
      3. Use forced labor in the performance of the award or subawards under the award.
B. We as the federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity

1. Violates a prohibition in paragraph A of this award term; or
2. Has an employee who violates a prohibition in paragraph A of this award term through conduct that is either:

   a. Associated with performance under this award; or

   b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)”.

II. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is not a private entity—

A. Is determined to have violated an applicable prohibition of paragraph I.A of this award term; or

B. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph I.A of this award term through conduct that is—

   1. Associated with performance under this award; or

   2. Imputed to you using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB 12 Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 2200.

III. Provisions applicable to any recipient.

A. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph I.A of this award term.

B. Our right to terminate unilaterally that is described in paragraph (1) and (2) of this section:

   1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

   2. Is in addition to all other remedies for noncompliance that are available to us under this award.

C. You must include the requirements of paragraph I.A of this award term in any subaward you make to a private entity.

IV. Definitions. For purposes of this award term:

A. “Employee” means either:

   1. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

   2. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
B. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

C. "Private entity":

1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR §175.25.

2. Includes:

   a. A nonprofit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

   b. A for-profit organization.

   d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102)

Rebecca Stonawski
Printed Name

Elections Deputy
Title

Linn County Auditor's Office
Organization

Rebecca Stonawski
Signature

4/27/20
Date
This Memorandum of Understanding ("MOU") is made between Linn County, the cities of Cedar Rapids, Hiawatha, Marion and Robins, Iowa (hereafter the "Cities"). Linn County and the Cities agree to enter into a joint contract with Snyder & Associates, an engineering firm, for the purpose of engaging a consultant to raise funds through a Better Utilizing Investments to Leverage Development (BUILD) Grant application for the construction of a corridor arterial roadway that would extend from Interstate 380 (I-380) to Iowa Highway 13.

The Iowa Department of Transportation plans to improve I-380 in FY22-FY24, including the construction of a new interchange at Tower Terrace Road. The Cities of Cedar Rapids and Hiawatha propose improvements on Tower Terrace Road immediately adjacent to the Tower Terrace Interchange and have entered into a memorandum of understanding with the Iowa Department of Transportation tying the cities’ roadway projects with the interchange project for the July 20, 2021 letting through the Iowa DOT. The attached exhibit shows the intended “Joint Project”.

The Tower Terrace Road interchange is the catalyst to connect the I-380 and IA Highway 13 corridors via the proposed Tower Terrace Road. Once completed, it will consist of eight (8) miles of new arterial roadway. Each of the Cities have future improvements to complete along the Tower Terrace Road corridor that are not currently funded or ready for implementation. Currently, five (5) miles of the corridor is neither programmed nor funded, this MOU addresses the application for a BUILD Grant that could provide up to $25 million to help fund construction of the rest of the corridor.

The Tower Terrace Road Corridor Management Plan was updated in March 2019. Segments of the corridor are already constructed or planned for construction. Those planned for construction have funding sources identified and six (including the three making the Joint Project) are stipulated in the Corridor MPO’s (CMPO) Transportation Improvement Program (TIP). To fund the construction of the segments of the roadway not already funded it has been deemed necessary for the Tower Terrace Road corridor communities to jointly enter into an agreement with Snyder & Associates. Linn County will act as the Lead Agency to assist in the development of the applications for a Federal BUILD Grant, and eventually the State’s “RISE” grant and “STBG” and subsequent amendments as described in “Exhibit B of the Financial Plan for Funding” for the Tower Terrace Road remaining segments between I-380 and IA Highway 13.

To meet the needs of the BUILD Grant the corridor cities would need two pieces of documentation:

1. Preliminary Design and Plan. Those would need to be 30% complete to provide sufficient information and details for the environmental
documentation to be finalized, and

2. Environmental Assessment and Design Study Report. NEPA (National Environmental Policy Act) provides for the analysis and comparison of alternative impacts for the proposed project seeking federal funding or approval.

The scope of work for the development of a Design Study Report and the NEPA study will be a second agreement between the municipalities in a 28E Agreement. The scope of work for the development of the Preliminary Design and Plan will be through a third agreement between the municipalities in a 28E Agreement. The first agreement is summarized below.

This scope of services for proposed improvements to the remaining segments of Tower Terrace Road summarized below includes the development of a 2020 Better Utilizing Investments to Leverage Development (BUILD) Grant application. The phasing listed below may be modified to best fit the BUILD Grant application. All said phasing changes will be coordinated between Linn County and the cooperative Cities.

Phase I = Tower Terrace Road from Council Street to Summerset Extended and from the Ridge at Indian Creek to Iowa Highway 13.
Phase II = Tower Terrace Road from Robins Road to Council Street (including bridge structures over Dry Creek and Canadian National Railway) and from Relocated Winslow to Existing Winslow (including a bridge over Indian Creek).
Phase III = Tower Terrace Road from Center Point Road to Robins Road

The receiving of BUILD Grant funding is Federal-aid. The BUILD Grant Application will include the proposed through and turn lanes to Tower Terrace Road, burial of overhead utility infrastructure, installation of street lights, and traffic signal upgrades.

This MOU frames the roles and work objectives of each party as it relates to the Tower Terrace Road Remaining Segments between I-380 and IA Highway 13;

The Cities and Linn County in joint cooperation, agree to enter into a MOU to engage Snyder & Associates to provide services specific for the Tower Terrace Road corridor in the Cities of Cedar Rapids, Hiawatha, Robins and Marion, Iowa. The Cities and Linn County agree as follows:

1. Scope of this MOU:

A. Initial Agreement-
   - BUILD Grant funding application, including all required supporting documents and Benefit-Cost Analysis.
   - Update to the Preliminary Traffic Analysis study of the corridor as a function of the BUILD Grant application.
   - Bi-monthly design project management team (PMT) meetings and miscellaneous meetings.
   - Coordination with Iowa DOT, CMPO, Cities, Linn County, Canadian National Railway, and utility owners.
   - Cost Opinion updates for the improvements.
Snyder & Associates will complete a viable application to the US Department of Transportation on or before the May 18, 2020 due date as set by the provisions of the grant applications.

The Cities and Linn County will review the application and assist Snyder & Associates with required documents to ensure a quality application for submittal, as requested by Snyder & Associates, in a timely manner.

B. Commitment - The Cities of Hiawatha, Cedar Rapids, Robins, Marion and Linn County, are committed to the Tower Terrace Roadway build out from I-380 to IA Hwy 13 to create a safe, continuous roadway for its citizens and business community while promoting economic development.

The remaining segments of the project roadway consists of five (5) -miles with an estimate total buildout cost of $60,176,782.

Of the approximate total cost of $60.2 million, the Cities’ local responsibilities are estimated at:
- Cedar Rapids= $2,654,227
- Hiawatha= $2,940,547
- Robins = $1,511,957
- Marion = $3,788,044;

These amounts are contingent upon the successful applications for funding through STBG, BUILD, RISE, ICAAP, U-STEP, and other potential sources.

If the May 2020 BUILD Grant application is successfully funded at $25 million, the proposed improvements must be constructed by FY27.

C. Cost Share for this MOU - The current estimated cost for scope of services of the Tower Terrace Road - Remaining Segments BUILD grant application preparation and submittal is $45,000. Each city’s portion of cost and responsibility is as follows:
- Hiawatha Build (24.3%) = $10,900
- Cedar Rapids Build (20.6%) = $9,300
- Robins Build (18.2%) = $8,200
- Marion Build (36.9%) = $16,600

D. Lead Agency - Linn County will be the Lead Agency for application purposes. Project administration will be provided by consultant. East Central Iowa Council of Governments (ECICOG) will assist Linn County with monthly reimbursement processing and record keeping. Each municipality will reimburse Linn County for payments for their share of said project costs including associated administrative cost. The Cities will reimburse future project costs based on a mutually agreeable payment schedule to be formalized in a future agreement.

2. General Provisions

This Memorandum of Understanding and the provisions set forth in it merely represent the current intent of the parties relating to the construction of the future proposed “Tower Terrace Road Extension” from I-380 to IA Hwy 13. It is not a contract and there shall be no additional beneficiaries to this MOU.
This memorandum of understanding signifies the Cities’ efforts to continue to work as one community to accomplish a regional infrastructure project that benefits the whole. The partnership of this memorandum of understanding allows the metro communities big or small to take advantage of grant programs that require interstate commerce that they may not normally have as a part of an individual grant application.
CITY OF CEDAR RAPIDS:

By: ___________________________ Date ___________________________, 20___.
Title: City Manager

I, _____________________________, certify that I am the Clerk of the City, and that, who signed said Memorandum of Understanding for and on behalf of the City was duly authorized to execute the same on the __________________________ day of __, 20___.

Signed: __________________________
_______________________________
City Clerk of Cedar Rapids, Iowa

CITY OF HIAWATHA:

By: ___________________________ Date ___________________________, 20___.
Title: Mayor

I, _____________________________, certify that I am the Clerk of the City, and that, who signed said Memorandum of Understanding for and on behalf of the City was duly authorized to execute the same on the __________________________ day of __, 20___.

Signed: __________________________
_______________________________
City Clerk of Hiawatha, Iowa

CITY OF ROBINS:

By: ___________________________ Date ___________________________, 20___.
Title: Mayor

I, _____________________________, certify that I am the Clerk of the City, and that, who signed said Memorandum of Understanding for and on behalf of the City was duly authorized to execute the same on the __________________________ day of __, 20___.

Signed: __________________________
_______________________________
City Clerk of Robins, Iowa
CITY OF MARION:

By: ____________________________ Date ____________________________, 2020.
Title: Mayor

I, ____________________________, certify that I am the Clerk of the City, and that, who signed said Memorandum of Understanding for and on behalf of the City was duly authorized to execute the same on the ______________________ day of __, 20__

Signed: _______________________
______________________________
City Clerk of Marion, Iowa

COUNTY OF LINN:

By: ____________________________ Date ____________________________, 2020.
Title: Linn County Chairperson Board of Supervisors

I, ____________________________, certify that I am the Clerk of Linn County, and that, who signed said Memorandum of Understanding for and on behalf of Linn County was duly authorized to execute the same on the ______________________ day of __, 20__

Signed: _______________________
______________________________
JOEL D. MILLER, Linn County Auditor
By: Rebecca Shoop, Deputy Auditor
STANDARD PROFESSIONAL SERVICES AGREEMENT
(Short Form - modified)

NOW ON THIS ______ day of ____________________, 2020, Snyder & Associates, Inc.,
2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and
Linn County, Iowa, 935 Second Street SW, Cedar Rapids, Iowa 52404
(hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client’s project known and identified as: Tower Terrace Road 2020 BUILD Grant Application

2. **SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.

3. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.

4. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional’s Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional’s compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.

5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension. Payments will be credited first to interest, then to expenses, then to principal.

6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client’s consultants and contractors.

7. **ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.

8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by Professional for the Project are acknowledged to be instruments of service and shall remain the property of the Professional. The Professional shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. If Professional agrees to allow transfer of its electronic media file(s), Client understands and agrees that as a condition precedent, it will sign the Professional’s “Electronic Media Transfer Agreement” form prior to the transfer of an electronic media file.
ADDITIONAL TERMS AND CONDITIONS

9. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

10. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

11. **LIMITATION:** In allocating the risks of this Project and notwithstanding any other provision of this Agreement, the Client agrees to limit, to the maximum extent permitted by law, the Professional’s liability for the Client’s damages to the aggregate sum of the Professional’s fee for this Project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

12. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved may be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary form of dispute resolution.

13. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

14. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

15. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

16. **ATTORNEYS FEES, COSTS:** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys’ fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional’s time and expenses spent for such collection action, computed according to the Professional’s prevailing fee schedule and expense policy.

17. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

Exhibit A  Scope of Services

Exhibit B  Standard Fee Schedule

Exhibit

Linn County, Iowa  (Client)

SNYDER & ASSOCIATES, INC.  (Professional)

By:  (Authorized agent)

By:  (Authorized agent)

Mark A. Land, Vice-President

(route executed copy to: Wade Greiman, P.E.)

(Printed or typed signature)

(Printed or typed signature)
Exhibit A
2020 BUILD Grant Application
Tower Terrace Road
Remaining Segments between I-380 and IA Hwy 13

SCOPE OF SERVICES

This document outlines the scope of services specific for the Tower Terrace Road corridor in Linn County and within the Cities of Cedar Rapids, Hiawatha, Robins, and Marion, Iowa.

A. Project Description

The Tower Terrace Road Corridor Management Plan was updated in March 2019. Segments of the corridor are already constructed or planned for construction. These segments have funding sources identified and many are stipulated in the Corridor MPO’s (CMPO) Transportation Improvement Program (TIP). This scope of services for proposed improvements to the remaining segments of Tower Terrace Road summarized below includes the development of a 2020 Better Utilizing Investments to Leverage Development (BUILD) Grant application. Phase III listed below requires the reconstruction of an existing two-lane rural roadway to accomplish the proposed urban cross section. The PROFESSIONAL understands that the phasing listed below may be modified to best fit the BUILD Grant application. All said phasing changes will be coordinated with the CLIENT and cooperative jurisdictions.

• Phase I = Tower Terrace Road from Council Street to Summerset Extended and from the Ridge at Indian Creek to Iowa Highway 13.
• Phase II = Tower Terrace Road from Robins Road to Council Street (including bridge structures over Dry Creek and Canadian National Railway) and from Relocated Winslow to Existing Winslow (including a bridge over Indian Creek)
• Phase III = Tower Terrace Road from Center Point Road to Robins Road

The receiving of BUILD Grant funding is Federal-aid. The BUILD Grant Application will include the proposed through and turn lanes to Tower Terrace Road, burial of overhead utility infrastructure, installation of street lights, and traffic signal upgrades.

An Environmental Assessment (EA) and a Finding of No Significant Impact (FONSI) in accordance with guidelines provided in applicable FHWA technical advisories for the project, will be prepared under a separate agreement.

B. General Scope of Work

The Scope of Services for the Tower Terrace Road 2020 BUILD Grant Application will be developed by this initial agreement and subsequent amendments.
### Agreements

<table>
<thead>
<tr>
<th>Initial Agreement</th>
<th>Scope of Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>✦ BUILD Grant funding application, including all required supporting documents and Benefit-Cost Analysis.</td>
<td></td>
</tr>
<tr>
<td>✦ Update to the Preliminary Traffic Analysis study of the corridor as a function of the BUILD Grant application.</td>
<td></td>
</tr>
<tr>
<td>✦ Bi-monthly design project management team (PMT) meetings and miscellaneous meetings.</td>
<td></td>
</tr>
<tr>
<td>✦ Coordination with Iowa DOT, CMPO, Cities, Linn County, Canadian National Railway, and utility owners.</td>
<td></td>
</tr>
<tr>
<td>✦ Cost Opinion updates for the improvements.</td>
<td></td>
</tr>
</tbody>
</table>

### C. Project Team (Initial Agreement)

The project team for the BUILD Grant application includes the following team members and general scope of services:

<table>
<thead>
<tr>
<th>Professional</th>
<th>Scope</th>
</tr>
</thead>
<tbody>
<tr>
<td>Snyder &amp; Associates, Inc.</td>
<td>✦ Project Administration.</td>
</tr>
<tr>
<td></td>
<td>✦ Project Coordination with the Cities, County, Iowa DOT, CMPO, Subconsultants, CN Railway, utility companies, and project stakeholders.</td>
</tr>
<tr>
<td></td>
<td>✦ BUILD Grant application along with all required supporting documentation.</td>
</tr>
<tr>
<td></td>
<td>✦ Update traffic modeling from prior study including a review of traffic volumes.</td>
</tr>
<tr>
<td></td>
<td>✦ Update design life projections.</td>
</tr>
<tr>
<td></td>
<td>✦ Cost Opinion updates for the improvements as needed for the BUILD Grant Application.</td>
</tr>
</tbody>
</table>

The work of the Initial Agreement includes the following:

### D. Schedule

The development of the BUILD Grant Application, supporting documentation, project administration, and coordination meetings for this project will be delivered in accordance with the prescribed BUILD Grant Application submittal deadline as outlined in the Notice of Funding Opportunity (NOFO). The scope of services, hourly estimates and cost summary are based on a starting date in early April, 2020 (the month the PROFESSIONAL anticipates the notice to proceed) and the submittal deadline of May 18, 2020.
E. Project Administration

The PROFESSIONAL will provide overall project management and control of the development of the BUILD Grant Application for the project personnel and coordination including weekly review, planning and adjustment. The PROFESSIONAL will check and review work products prior to submission to the [www.Grants.gov](http://www.Grants.gov) website and the CLIENT. Monthly status reports and billing statements will be prepared and submitted to the CLIENT.

Meetings will be held periodically with the CLIENT and other represented jurisdictions’ personnel to review progress, coordinate the work, and to answer questions and resolve issues. The PROFESSIONAL will prepare minutes of these meetings and forward them to the CLIENT for review and distribution.

F. Preliminary Reports

The PROFESSIONAL will review and evaluate the following reports for the project:

- Tower Terrace Road Corridor Management Plan Update, March 2019.

G. BUILD Grant Application

PROFESSIONAL will update the corridor concept and develop a Better Utilize Investments to Leverage Development (BUILD) Discretionary Grant application for remaining segments of Tower Terrace Road between I-380 and Iowa Hwy 13 in Linn County, Iowa. The BUILD Grant application will follow the requirements outlined in the Notice of Funding Opportunity (NOFO) issued by the US Department of Transportation under the National Infrastructure Investments under the Consolidated Appropriations Act, 2020.

1. Narrative Development and Cost Opinion:
   a. Utilize the corridor concept in the updated Corridor Management Plan.
   b. Review capacity and safety of the proposed improvements.
   c. Review Complete Streets considerations for pedestrians/bicycles/transit.
   d. Identify ROW needs, property and utility impacts.
   e. Identify access modification needs if applicable based on safety and operations review.
   f. Develop budget level cost opinions and life cycle analysis for recommended improvements.
   g. Review drainage patterns and develop potential drainage improvements concept.
   h. Identify potential areas for infill development, revitalization opportunities, and potential Brownfield sites. Identify those areas on the concept layout display for the BUILD Grant application.
i. Complete a site review of entire corridor to identify pavement condition issues, existing profile challenges, and identify potential functional improvements to corridor.

j. Review existing record drawings of corridor.

k. Incorporate available information related to utility upgrades, particularly fiber optic and broadband.

2. Benefit/Cost Analysis
   a. Request and review current MPO LRTP traffic model forecasts.
   b. Work with partner Cities’ staff to identify land use redevelopment relative to possible trip generation impacts within the corridor.
   c. Calculate delays with existing rail crossings near the corridor to estimate potential emission reductions.
   d. Develop estimated job creation benefits associated with infill development, existing business expansion, and revitalization efforts stemming from infrastructure improvements.
   e. Review corridor crash history for potential concerns, trends, contributing causes and correctable measures. Assign cost benefits associated with crash reductions.
   f. Evaluate and analyze intersection traffic control types (STOP, signalized). Develop matrix of life-cycle benefits for each intersection type.
   g. Develop overall spreadsheet calculating the benefits of the project and comparing those benefits to the costs associated with building and maintaining the expanded corridor.

3. BUILD Grant Application and Submittal
   a. Develop application in compliance with NOFO.
   b. Develop attachments to be submitted along with application.
   c. Complete SF-424 and SF-424C.
   d. Coordinate with CLIENT on securing letters of support from elected officials, partner Cities, Linn County, CMPO, businesses in the corridor, and other stakeholders as applicable.
   e. Submit all required documentation and supporting information to www.Grants.gov web portal.

H. Deliverables

The scope of services shall be considered complete upon completion and delivery of the following items to the satisfaction of the CLIENT:

- Preliminary cost opinion.
I. Additional Services

Additional Services are not included in the project, but will be added as extra work by Supplemental Agreement when appropriate to the project schedule.

J. Compensation and Terms of Payment

The CLIENT shall pay the PROFESSIONAL in accordance with the terms and conditions of this Agreement.

A. BASIC SERVICES

The professional services fee shall be on the basis of a maximum fixed fee on hourly rates and fixed expenses as outlined in the Engineer's Standard Fee Schedule. The current fee schedule is shown in the attached Exhibit "B". Total fees of services shall not exceed the following amounts without approval of the CLIENT.

<table>
<thead>
<tr>
<th>FEE</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>1. Project Administration</td>
<td>$3,000</td>
</tr>
<tr>
<td>2. BUILD Grant Application</td>
<td>$42,000</td>
</tr>
<tr>
<td></td>
<td>$45,000</td>
</tr>
</tbody>
</table>

Anytime the PROFESSIONAL anticipates that actual engineering costs will exceed estimated engineering costs, he shall immediately notify the CLIENT, in writing, of such proposed increase and the reasons therefore. The CLIENT shall thereupon review such proposed increase and either accept or reject it.
### STANDARD FEE SCHEDULE

<table>
<thead>
<tr>
<th>Billing Classification/Level</th>
<th>Billing Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Professional</strong></td>
<td></td>
</tr>
<tr>
<td>Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer</td>
<td></td>
</tr>
<tr>
<td>Principal II</td>
<td>$214.00/hour</td>
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<tr>
<td>Principal I</td>
<td>$203.00/hour</td>
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<tr>
<td>Senior</td>
<td>$182.00/hour</td>
</tr>
<tr>
<td>VIII</td>
<td>$169.00/hour</td>
</tr>
<tr>
<td>VII</td>
<td>$160.00/hour</td>
</tr>
<tr>
<td>VI</td>
<td>$152.00/hour</td>
</tr>
<tr>
<td>V</td>
<td>$142.00/hour</td>
</tr>
<tr>
<td>IV</td>
<td>$132.00/hour</td>
</tr>
<tr>
<td>III</td>
<td>$120.00/hour</td>
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<tr>
<td>II</td>
<td>$109.00/hour</td>
</tr>
<tr>
<td>I</td>
<td>$96.00/hour</td>
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<tr>
<td><strong>Technical</strong></td>
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<tr>
<td>CADD, Survey, Construction Observation</td>
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<tr>
<td>Lead</td>
<td>$129.00/hour</td>
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<tr>
<td>Senior</td>
<td>$123.00/hour</td>
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<tr>
<td>VIII</td>
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<td>VII</td>
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<td>VI</td>
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<td><strong>Reimbursables</strong></td>
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<td>Mileage</td>
<td>current IRS standard rate</td>
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<tr>
<td>Outside Services</td>
<td>As Invoiced</td>
</tr>
</tbody>
</table>
Second Amendment to the Break Thru Series Collaboration Contract

This Amendment to Contract Number DCAT4-19-011 is effective as of July 1, 2020, between the Iowa Department of Human Services (Agency) and Linn County Board of Supervisors (Contractor).

Section 1: Amendment to Contract Language
The Contract is amended as follows:


Revision 2. Section: AGENCY OF THE STATE information. The following fields in the Contract Declarations and Execution Page(s) are modified as set forth below:
Agency Billing Contact Name / Address:
Kristi Tisl
1240 26th Ave. Court SW
Cedar Rapids, IA 52404

Agency Contract Manager (hereafter "Contract Manager") / Address ("Notice Address"):
Kristi Tisl
1240 26th Ave. Court SW
Cedar Rapids, IA 52404

Agency Contract Owner (hereafter "Contract Owner") / Address:
Matt Majeski
1240 26th Ave. Court SW
Cedar Rapids, IA 52404

Revision 3. Section: CONTRACTOR: (hereafter "Contractor") information. The following fields in the Contract Declarations and Execution Page(s) are modified as set forth below:
Contractor's Contract Manager Name/Address ("Notice of Address"):
Ben Rogers, Chair, Linn County Board of Supervisors
935 2nd Street SW
Cedar Rapids, IA 52404

Phone: 319-892-5714

E-Mail: Ben.rogers@linncounty.org
Revision 4. Section 1.3.4.1, Pricing. The maximum amount the Contractor will be compensated is hereby amended to $1,000.00 for the entire term of the Contract.

Revision 5. Section 1.3.4.1, Payment Table. Contract payments are amended as follows:

<table>
<thead>
<tr>
<th>Contract Duration</th>
<th>Amount Not to Exceed</th>
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</thead>
<tbody>
<tr>
<td>07/01/20 - 06/30/21</td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>

Note: continued payment for any contract extension years is contingent upon extension of the Contract.

Section 2: Ratification & Authorization
Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.

Section 3: Execution
IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

<table>
<thead>
<tr>
<th>Contractor, Linn County Board of Supervisors</th>
<th>Agency, Iowa Department of Human Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Authorized Representative:</td>
<td>Signature of Authorized Representative:</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

Printed Name: Ben Rogers
Title: Board Chair

Printed Name: Matt Majeski
Title: Service Area Manager
1. **Parties:** This agreement is between Linn County, Iowa (hereinafter referred to as the County) and the Iowa Secretary of State.

2. **Purpose:** Pursuant to the CARES Act and the Help America Vote Act, the Iowa Secretary of State’s Office has received funding via the Election Assistance Commission (hereinafter referred to as the “EAC”) “to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle.” The County has applied for and been awarded grant funds, not to exceed the amount set forth above, for the purpose of preventing, preparing for, and responding to coronavirus for the June 2, 2020 Primary Election.

3. **Grant Period:** The performance period for the grant-funded activities begins upon execution of this agreement by both parties. The County shall remit all unexpended funds by November 30, 2020.

4. **Project Activity and Reimbursement of Costs:** All expenditures must meet the guidelines laid out in the “Application Guidelines” document. The County may reimburse themselves for expenditures outlined in the “Application Guidelines” that occurred on or after January 20, 2020.

5. **Records:** The County shall maintain a proper accounting system in accordance with generally accepted accounting standards, including books, records, documents and other evidence pertaining to all costs and expenses for which funds are expended. The County shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Agreement and shall maintain these materials for a period of (5) years from the date the County submits their final report to the Secretary of State or until January 1, 2026, whichever is later.

The County acknowledges that all funds received under this agreement are subject to audit and that access to records related to grant project expenditures shall be made available to the Secretary of the Auditors of State or their representatives, or representatives of the Federal
Election Assistance Commission or the Comptroller General, for purposes of examination and/or audit of the project. The County will comply with requirements outlined in 2 CFR 200.

6. **Reporting Requirement:** The County shall provide a report on how funds were expended for the June 2, 2020 Primary Election to the Secretary, on a form prescribed by the Secretary, no later than Friday, June 12, 2020 at 5:00 p.m. The County shall provide a final report to the Secretary, on a form prescribed by the Secretary, no later than Friday, November 13, 2020 at 5:00 p.m.

7. **Compliance with Laws:** The County agrees that it will comply with all applicable Federal, State, and Local procurement laws, regulations or directives in conducting project activities, and certifies that use of the grant funds will be consistent with the requirements of the following Federal laws:

   - HAVA – Title II, Part 2 and Title III [42 USC §§ 15421 – 15425, 15481 – 15485];
   - The Voting Rights Act of 1965 [42 USC § 1973 et seq];
   - The Voting Accessibility for the Elderly & Handicapped Act [42 USC § 1973 ee et seq];
   - The Uniformed and Overseas Citizens Absentee Voting Act [42 USC § 1973 ff et seq];
   - The National Voter Registration Act of 1993 [42 USC §1973 gg et seq];
   - The Americans with Disabilities Act of 1990 [42 USC § 12101 et seq]; and
   - The Rehabilitation Act of 1973 [29 USC § 701 et seq].

8. **Default:** Noncompliance with the terms of this Agreement shall be grounds for cancellation of the grant award and recapture of funds provided to the County. The County agrees to return to the Iowa Secretary of State, within 45 days of written request from the Secretary, all funds received which are not supported upon audit or other Federal or State review of the documentation maintained by the County.

9. **Execution:** This agreement becomes effective when approved by both parties.

County of ____________ Date ____________________________

Chairperson, Board of Supervisors County Auditor

Heidi Burhans Date
Director of Elections
Iowa Secretary of State Office
## Erosion Control Materials
**Results**
4/23/2020

<table>
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<th>UOM</th>
<th>Unit Price</th>
<th>Total Price</th>
<th>Unit Price</th>
<th>Total Price</th>
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</tr>
</thead>
<tbody>
<tr>
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<td>rolls</td>
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<td>6</td>
<td>Mulch Blend (50lb bag/bale)</td>
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<td>ea</td>
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<tr>
<td>7</td>
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<td></td>
<td><strong>$8,817.16</strong></td>
<td></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>

* Single Net Blanket
Coleman Moore bid 8'x150' 1200 SF each roll $48/1200SF = $.04/SF
Storm Water bid 8'x112.5' 900 SF each roll $33/900SF = $.03666/SF

** Double Net Blanket
Coleman Moore bid 8'x90' 720 SF each roll $50.40/720SF = $.07/SF
Storm Water bid 8'x112.5' 900 SF each roll $67/900SF = $.07444/SF

***Tackifier
Coleman Moore bid 6 lb jugs will order 42lbs
Storm Water bid 40 lb pail
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°33'04"W, 1790.88 feet; thence S87°12'57"W, 870.57 feet to the centerline of Rolling Acres Road; thence N21°34'05"W along said centerline, 281.91 feet; thence N19°36'05"W along said centerline, 1389.90 feet; thence NW-1Y 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°53'05"W, along said centerline 181.48 feet; thence S89°31'46"E along the north line of said NW FRL 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 29, 2021 to be valid.

Passed and approved this 29th 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  )

Brad Ketels, Engineer

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