Call to Order

Pledge of Allegiance

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

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

Approve and authorize Chair to sign a Vacancy Form requesting a Part Time Direct Support Staff for Options of Linn County

Reports

Resolutions
Resolution for partial vacation of utility easement between Lots 41 & 42, Timberlake 3rd Addition
Resolution approving Rural Land Use Map Amendment Case JA19-0001, request of S & S West Farms LLC, property owner; Hertz Farm Management, applicant, to change the map designation for approximately 5 acres located at 491 Highway 1 from RRD2 (Rural Residential 2 Acre Area) to AA (Agricultural Area).
Resolution approving Temporary Use Permit Case JTU19-0003, request by John M Bickel, owner, and Martin Marietta Materials Real Estate Investments Inc., owner, and InRoads LLC, petitioner, to operate a portable asphalt plant at 1636 Marietta Rd, Ely Iowa for the purpose of a Hwy 30 resurfacing project east of C St SW interchange.

Contract and Agreements

Approve and sign Application to Adopt-A-Roadside for Boy Scout Troop 214 to adopt Wright Brothers Blvd from Club Rd to Ely Rd.

Award bid and authorize Chair to sign the contract and associated documents for L-QUASS RD(20) hot mixed asphalt paving on Quass Road from City of Robins to County Home Road, to LL Pelling Co., Inc. in the amount of $135,364.20 for the Secondary Road Department.

Approve and authorize the purchase and installation of five (5) cameras in the evidence processing/storage areas of the Sheriff’s Office in the amount of $4,268.88
Approve and authorize Chair to sign an Agreement for $60,000 between Linn County and collectively L&L Murphy, Associates and Gary Grant Consulting LLC for consulting and advisory services for the period of July 1, 2019, through June 30, 2020.

Authorize Stacey Walker, Linn County Board of Supervisors Chair, to electronically sign Contract #5880HC08 between the Iowa Department of Public Health and Linn County Community Services/Ryan White Program authorizing $365,291.00 in funding for contract year April 1, 2018 – March 31, 2019 for HIV Core and Medical Support Services.

Approve and authorize Chair sign the following Linn County Kids Wraparound Program FY20 Provider Agreements: Melissa Wehr, Therapist; Changing Leaf Counseling; Heart & Solutions; Four Oaks Family & Children’s Services; The ARC of East Central Iowa; Lisa Ferretti, LISW; Abbe Center for Community Mental Health; Families, Inc.; Alli Center; Covenant Family Solutions; Insight Therapy Group.

Award bid and authorize Chair to sign contract for Tire Repairs for the Secondary Road Department to Thompson Tire & Retread, Inc.

Authorize Chair to sign purchase order #5539 for $8,555.00 to Acterra Group to replace the suction pump at LIFTS.

Authorize Chair to sign purchase order #5541 for $11,367.00 to Hotsy Cleaning Systems for a pressure washer for the LIFTS department.

Authorize Chair to sign purchase order #5542 for $840.00 to Paulson Electric to extend circuits for powered doors at Options.

Authorize Chair to sign purchase order #5543 for $6,650.00 to G-MAC Automated Door and Hardware to supply and install powered doors at Options.

**Licenses & Permits**

**Regular Agenda**

**Discuss and Decide on Consent Agenda**

**Minutes**
Discuss and decide on meeting minutes.

Proclamation: National Gun Violence Awareness Day June 7, 2019

Second consideration on proposed amendments to Chapter 105, Article III Electrical Installations, of the Linn County Code of Ordinances.

Discuss and decide on updating official Linn County seal

Discuss and decide on the Memorandum of Agreement between Black Hawk, Dubuque, Johnson, Linn, and Scott Counties regarding the membership, purposes, and operations of the Urban County Coalition.

Summary Report on the 2019 Iowa State Legislative Session from Larry Murphy, Gary Grant and Meghan Malloy.
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

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

SELECT ONE:
☑ NEW POSITION
☐ REPLACEMENT

SELECT ONE:
☐ NEW JOB CLASSIFICATION
☐ EXISTING JOB CLASSIFICATION

JOBTITLE: Part Time Direct Support Staff

DEPARTMENT: Options of Linn County

VACANCY DATE: ASAP

SHIFT/HOURS: 8 AM to 3 PM

NUMBER OF POSITIONS: 1

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

NEW POSITION FUNDING SOURCE(S):

POST TO INSIDE: ☑ YES ☐ NO

ADVERTISE: ☑ YES ☐ NO

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

POSITION TYPE:
☐ FULL-TIME ☐ PART-TIME 35 # of hours/week ☐ TEMPORARY/SEASONAL
☐ ON-CALL SUBSTITUTE ☐ GRANT-FUNDED
☐ BARGAINING UNIT: ☐ Clerical ☐ Maintenance ☐ Para Professional ☐ Professional
☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME
☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: ____________________________ 5-21-19

DEPARTMENT HEAD (original signature required)

DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: ____________________________ STARTING SALARY: ____________________________

HR DIRECTOR COMMENTS:

FINANCE/BUDGET DIRECTOR COMMENTS:

APPROVED BY: ____________________________ 5-21-19

HUMAN RESOURCES DIRECTOR

DATE

APPROVED BY: ____________________________ 5/29/19

FINANCE/BUDGET DIRECTOR

DATE

APPROVED BY: ____________________________

CHAIRPERSON/BOARD OF SUPERVISORS

DATE
A RESOLUTION APPROVING THE PARTIAL VACATION OF A RECORDED UTILITY EASEMENT

RESOLUTION #___________________

WHEREAS, Kent D. Mattison and Polly S. Mattison, FKA Polly S. Morris, are the owners of record (Owners) of Lots 41 & 42 (Lots), Timberlake 3rd Addition to Linn County, Iowa (Subdivision);

AND WHEREAS, there is a 10’ platted utility easement (Easement) between the Lots as part of the Subdivision, which Easement is described as;

The south ten feet (10’) of Lot 42, except the west ten feet (10’) thereof AND the north ten feet (10’) of Lot 41, except the west ten feet (10’) thereof, located on Lots 41 & 42, Timberlake 3rd Addition to Linn County, Iowa.

AND WHEREAS, the Owners have recorded a Deed Restriction (Restriction) for the Lots stipulating the Lots shall not be sold, divided, or in any way separated unless replatted or in another way come into compliance with all regulations in effect at the time of separation;

AND WHEREAS, as a result of the Restriction, the Owners have requested the Easement be vacated;

AND WHEREAS, the request to vacate the Easement and has been reviewed by all utility service providers with an interest in the Easement;

AND WHEREAS, such requests are allowed under Section 107-72, § (2) h. 6. iii. of the Linn County Unified Development Code by Resolution of the Board of Supervisors upon recommendation by the Technical Review Committee and Planning & Zoning Commission;

AND WHEREAS, no objections to the proposed vacation have been expressed by the Technical Review Committee;

AND WHEREAS, on May 20, 2019 the proposed vacation was recommended for approval by the Planning & Zoning Commission;

AND WHEREAS, on May 20, 2019 the proposed vacation was reviewed by the Board of Supervisors, Linn County, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Linn County, Iowa, that said Easement as described herein and shown on Exhibit A is hereby vacated.

EFFECTIVE DATE. This resolution is effective upon adoption.
Passed and approved this 5th day of June 2019.

Stacey Walker, Chairperson

Ben Rogers, Vice Chairperson

Brent Oleson, Supervisor

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 certify that at a regular meeting of the said Board of Supervisors the foregoing resolution was duly adopted by a vote of:

___ AYE ___ NAY, ___ ABSTAIN, AND ___ ABSENT FROM VOTING.

Joel D. Miller

Subscribed and sworn to before me by the aforesaid Joel D. Miller, __________________________, on this ___ day of _____________________, 2019.

NOTARY PUBLIC, STATE OF IOWA
EXHIBIT "A"

Legend
- Subject Property Line & ROW
- Easement area vacated
- P.U.E.

Parcel Legal Description:
Lots 41 & 42 in the Timberlake Third Addition in Linn County, Iowa.

Easement Area Vacated:
The south ten (10') feet of Lot 42, except the west ten (10') feet thereof AND the north ten (10') feet of Lot 41, except the west (10') feet thereof, located on the above described property.

---

Customer: Kent D. Mattison & Polly S. Morris
Address: 1669 Stillwater Pass
City: Cedar Rapids
State: Iowa
Folder: 7433-19
Sec 27, T 83 N, R 5 W
DR # n/a
Date: May 28 2019

Job Desc: Partial Release of Interest in P.U.E
Linn County Resolution # _______________

An Amendment to the Linn County 2013 Rural Land Use Map

Be it resolved by the Board of Supervisors, Linn County, Iowa, that the following amendment, Case JA19-0001, be made to the Rural Land Use Map of the Linn County Comprehensive Plan, dated July 19, 2013:

Amend the Rural Land Use Map designation from RRD2 (Rural Residential 2-Acre Area) to AA (Agricultural Area) on the Linn County Rural Land Use Plan Map for the property legally described as the NE ¼ of the SE ¼ of Section 20, Township 82, Range 05 as shown below:
Passed and approved this 5th day of June, 2019.

Linn County Board of Supervisors
Chair
Vice Chair
Supervisor

Aye:
Nay:
Abstain:
Absent:

Attest:

Joel Miller, Linn County Auditor
State of Iowa )
 ) SS
County of Linn )

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

________________________________________
Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, ________________,
on this _____ day of ____________________, 2019.

_____________________________________
Notary Public State of Iowa
RESOLUTION APPROVING A TEMPORARY USE

RESOLUTION #  __________________________

WHEREAS, John M Bickel, owner, and Martin Marietta Materials Real Estate Investments Inc., owner; InRoads LLC, petitioner; Case JTU19-0005, have requested the Linn County Board of Supervisors’ permission to operate a portable asphalt plant at 1636 Marietta Rd, Ely Iowa.

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

1. The portable asphalt plant will operate from July 1, 2019 and end by October 31, 2019.
2. A portable asphalt plant is permitted under the provisions of Article V, Section 107-93, §(c)(1) of the Linn County Unified Development Code.
3. The properties are located at 1636 Marietta Rd., Ely, Iowa.
4. 1636 Marietta Rd. is zoned AG (Agricultural).
5. Approximately 3.0 acres will be used for the temporary use.
6. The 3.0 acres proposed for the portable asphalt plant resides within an existing quarrying operation.
7. The existing quarry operates on approximately 250 acres of property under two ownerships.
8. The owners of the properties proposed for the portable asphalt plant are John M Bickel and Martin Marietta Materials Real Estate Investments Inc.
9. The operator of the portable asphalt plant will be InRoads LLC.
10. The plant may operate between the hours of 6:30 AM to 12:00 midnight, Monday through Saturday.
11. The applicant estimates an increase to a maximum of 240 vehicle trips per day due to the operation of the portable asphalt plant.

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

AND WHEREAS, the Temporary Use application has been examined by the Linn County Board of Supervisors at a public meeting on May 28, 2019, all interested persons having been heard;
NOW THEREFORE, BE IT RESOLVED, that the Linn County Board of Supervisors approve the application, Case JTU19-0005, subject to the following conditions:

LINN COUNTY PLANNING & DEVELOPMENT – (Zoning Division)

1. The Temporary Use may be reviewed at any time during the duration of the permit to ensure that all conditions have been or are being met.
2. All building, electrical, mechanical, plumbing and zoning permits will be obtained as necessary.
3. Adhere to the operating hours indicated in the temporary use application; 6:30 AM to 12:00 midnight, Monday through Saturday.
4. The temporary use permit period will be begin July 1, 2019 and expire no later than October 31, 2019.
5. Restrooms are required to be available during the hours of operation.
6. The applicant or owner shall obtain and submit proof of a liability insurance policy prior to Board of Supervisors approval.
7. The petitioner shall sign an “Acceptance of Conditions” form which provides assurance that all conditions will be met prior to the Board of Supervisors Resolution of Approval, and specifically agrees to hold Linn County harmless from any and all damages or claims for damages that might arise or accrue by reason of approval of the Temporary Use permit by the Linn County Board of Supervisors. Further, by signing the “Acceptance of Conditions” form, the petitioner shall agree to allow employees of the County reasonable access to the property for inspection and for submission of documents to verify any additional information.

LINN COUNTY PLANNING & DEVELOPMENT – (Building Division)

1. All electrical wiring shall be in compliance with the National Electrical Code.

LINN COUNTY ENGINEERING DEPARTMENT

1. Access to be in compliance with Linn County Secondary Road Department current standards prior event. Entrance permit required for all existing entrances.
2. Traffic control is to be provided by the property owner during operation. Traffic shall be maintained on Old River Road between US Highway 30 and Marietta Road at all times.
3. The applicant shall be responsible for controlling dust on Old River Road between US Highway 30 and Marietta Road for the duration of the asphalt hauling and operation of the portable asphalt plant.
4. The applicant shall be responsible for repairing any damage to Old River Road between US Highway 30 and Marietta Road resulting from the hauling of asphalt, equipment, or other materials needed for the operation of the portable asphalt plant.

IOWA DEPARTMENT OF TRANSPORTATION

1. Traffic control is to be provided by the property owner during operation. Traffic shall be maintained on Marietta Road at all times.
LINN COUNTY HEALTH DEPARTMENT

1. Portable toilets are required, and hand washing stations are strongly recommended.

LINN COUNTY SHERIFF’S OFFICE

1. An after hours call list shall be supplied to the Linn County Sheriff’s Office for emergency situations.
2. If a traffic problem would occur, contact shall be made to the Linn County Sheriff’s Office to help alleviate the problem.
3. Traffic control is to be provided by the applicant during operation. Traffic shall be maintained on Marietta Road at all times.

LINN COUNTY EMERGENCY MANAGEMENT

1. A tone alert weather radio is required to be available on site and in use at any time the public is using the facility.

WHEREAS, failure to submit and/or comply with any of the conditions in a timely manner will revoke this Temporary Use Permit.

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

Passed and approved this 5th day of June, 2019.

Linn County Board of Supervisors

_______________________________
Chair

_______________________________
Vice Chair

_______________________________
Supervisor


Aye:

Nay:
Abstain:

Absent:

Attest:

________________________________  __________________________________
Joel Miller, Linn County Auditor

State of Iowa )

) SS
County of Linn )

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

___ Aye ___ Nay ___ Abstain and ___ Absent from voting.

__________________________________________________________
Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, on this 5th day of June, 2019.

__________________________________________________________
Notary Public State of Iowa
**Zoning Division**

**Temporary Use Application**

<table>
<thead>
<tr>
<th>Owner Information:</th>
<th>Applicant Information:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Owner</strong></td>
<td>JnRoads LLC</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td>4224 Hubbard Ave</td>
</tr>
<tr>
<td><strong>Phone</strong></td>
<td>Des Moines IA 50317</td>
</tr>
<tr>
<td><strong>Phone</strong></td>
<td>515-497-0077</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Surveying Co:</th>
<th>E-Mail</th>
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</thead>
<tbody>
<tr>
<td><strong>Engineer:</strong></td>
<td></td>
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<table>
<thead>
<tr>
<th>Property Information:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Property Address</strong></td>
</tr>
<tr>
<td><strong>Brief legal(s)</strong></td>
</tr>
<tr>
<td><strong>GPN(s)</strong></td>
</tr>
<tr>
<td><strong>Rural Land Use</strong></td>
</tr>
<tr>
<td><strong>Current Zoning</strong></td>
</tr>
<tr>
<td><strong>Total Acres</strong></td>
</tr>
</tbody>
</table>

**Submittal Requirements:**
- Application, Fee, Minor Site Plan Drawing
- Proof of Insurance (if applicable)

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

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

<table>
<thead>
<tr>
<th><strong>Owner</strong></th>
<th><strong>Applicant</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>see attached</td>
<td>Jeff Nealon</td>
</tr>
</tbody>
</table>

Date: 4/28/2019

<table>
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<tr>
<th><strong>Case #</strong></th>
<th><strong>Receipt #</strong></th>
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</thead>
<tbody>
<tr>
<td>JTV19-0005</td>
<td>605464</td>
</tr>
</tbody>
</table>

Date Received: MAY 13 2019

Linn County Department of Planning & Development
The following information shall be provided with the application:

Is the property located within a Flood Plain? ☑YES ☒NO

Is the Proposed Use within the Flood Plain area? ☑YES ☒NO

Temporary use period:
Beginning ___________________    July 2019
Ending ___________________    Oct 2019

Description of Proposed Use:
Temporary Asphalt Plant for the use on resurfacing HWY 30, from C Ave East to 9.0 miles.

Days & Hours of Operation
See attached traffic Control Plan that will dictate work hours. 6:30am - Midnight Mon - Sat

Will a building or structure be used and what type?
No

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

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

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

Estimated increase in vehicle trips per day _________________________ 240

Type of vehicles using facility _________________________ Sump Truck

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

Number of parking spaces provided _______ NA _______

The following documents shall be attached:

- Proof of Insurance
- Minor Site Plan
### Owner Information

<table>
<thead>
<tr>
<th>Martin Marietta Materials Real Estate Investments, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>11252 Aurora Avenue</td>
</tr>
<tr>
<td>Des Moines, IA 50322</td>
</tr>
<tr>
<td>(515) 697-3425</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>John Bickel</th>
</tr>
</thead>
<tbody>
<tr>
<td>2305 Hillcrest Drive SE</td>
</tr>
<tr>
<td>Cedar Rapids, IA 52403-4237</td>
</tr>
<tr>
<td>(319) 310-5718</td>
</tr>
</tbody>
</table>

### Property Owner Consent

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

Martin Marietta Materials Real Estate Investments, Inc.

**By:** William J. Gahan  
**Name:** William J. Gahan  
**Title:** President – Midwest Division  
**Martin Marietta Materials, Inc.**

**Date:** 5/3/19

**By:** John Bickel
**Date:** May 08, 2019
TRAFFIC CONTROL PLAN

1. Through traffic will be maintained at all times.

2. RESTRICTED WORK HOURS - NIGHT WORK REQUIRED WEST OF IVANHOE ROAD (MILEPOST 255.5)
   Lane closures west of Ivanhoe Road will be permitted ONLY from 6:00 p.m. to 6:00 a.m. beginning at 6:00 p.m. on Sunday and ending at 6:00 a.m. on Friday. Traffic control devices shall not be placed within the traveled way west of Ivanhoe Road before 6:00 p.m. and shall be removed from the traveled way by 6:00 a.m. each day.

3. RESTRICTED WORK HOURS - FROM IVANHOE ROAD TO EAST OF US 151 (MILEPOST 255.5 TO 259.8)
   Lane closures eastbound from Ivanhoe Road to east of US 151 will not be permitted from 2:00 p.m. to 6:00 p.m.
   Lane closures westbound from Ivanhoe Road to east of US 151 will not be permitted from 6:00 a.m. to 9:00 a.m.
   Night work within these limits will be permitted.

4. Daytime lane closures will be permitted east of milepost 259.8. Night work will also be permitted.

5. Exit loops at the C Street interchange may be closed for work on the loops. Loop closures will be permitted ONLY from 6:00 p.m. to 6:00 a.m. Sunday night through Thursday night. The contractor shall provide the engineer with 72 hours advance notice of each anticipated loop closure. Only one loop may be closed at a time.
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<tr>
<th>Item Number</th>
<th>Description</th>
<th>Units</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
<th>Unit Price</th>
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<td>2528-8445110 TRAFFIC CONTROL</td>
<td>LS</td>
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<td>11</td>
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Contract Totals $136,664.06 $135,364.20 $216,276.60
Percent of Estimate 100.00% 99.05% 158.25%

L-QUASS RD(20) Bid Tabulation
Linn County, Iowa
Work Type: 366-HMA Paving
Letting Date: 5/28/2019 11:00 AM
CONSULTING AND ADVISORY SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of June, 2019 by and between Linn County, Iowa (“County”), located at 935 2nd Street SW, Cedar Rapids, Iowa 52404 and collectively L&L Murphy, Associates, located at 531 6th Street NW, Oelwein, Iowa, 50662 and Grant Consulting LLC, located at 1285 33rd Street SE, Cedar Rapids, Iowa 52401 (collectively “L&L/Grant”).

WHEREAS, the County is a political subdivision of the State of Iowa and is one of the several counties making up the State of Iowa, and is charged with duties, responsibilities and powers as provided for in the Constitution of the State of Iowa and the Code of Iowa; and,

WHEREAS, the development of said duties, responsibilities and powers will be furthered and enhanced through increased communication between the County and the General Assembly of the State of Iowa and the Executive Branch of the State of Iowa, and the United States Congress and the Executive Branch of the United States; and,

WHEREAS, the County and L&L/Grant propose to increase and improve communication between the County and the General Assembly of the State of Iowa and the Executive Branch of the State of Iowa, and the United States Congress and the Executive Branch of the United States through utilization of the services of L&L/Grant.

NOW THEREFORE, in consideration of the mutual promises and obligations hereinafter set forth, the parties, intending to be legally bound, hereby agree as follows:

1. **NATURE OF SERVICES.** L&L/Grant will perform consulting and advisory services on behalf of the County. As part of L&L/Grant’s services, L&L/Grant shall make suggestions, consult with the County, and perform such other services as may from time to time be required by the County. L&L/Grant shall register as lobbyists before the General Assembly of the State of Iowa and the Executive Branch the State of Iowa, and the United States Congress and the Executive Branch of the United States, as prescribed by law, to communicate and advocate the interests of the County concerning such issues and matters deemed by the County to affect and be of interest to its residents. This may include, but not be limited to, advocating for passage of funding streams and statutory language, legislation that will affect the discharge of the duties, responsibilities and powers of the County and the welfare of its residents. L&L/Grant will work in conjunction with the Board of Supervisors and other elected officials of the County, as well as other Linn County officers and employees as designated by the Board of Supervisors. L&L/Grant will coordinate with and report on a regular basis to the County designee. L&L/Grant will provide ongoing consultation with both the Board of Supervisors and its designee(s), as appropriate, to maximize legislative activity to achieve the goals set forth in this Agreement. L&L/Grant shall abide by the laws of the State of Iowa regarding registration, reporting, and disclosure requirements for individuals lobbying the legislature for compensation. L&L/Grant assumes responsibility for timely filing of all appropriate information for L&L/Grant, as the lobbying firm, and the County, as the client.

L&L/Grant will specifically assist the County in maintaining and expanding the Urban County Coalition and will coordinate the activity of said organization.

L&L/Grant will provide, in conjunction with the designated board members and staff, coordination and monitoring services for federal legislation of interest to the County and, when appropriate, coordinate activities with federal lobbying firms as directed by the County.
2. **TIME DEVOTED TO THE PROJECT.** In the performance of the services required by this Agreement, the services and hours L&L/Grant is to provide on any given day will be entirely within L&L/Grant’s control and the County will rely upon L&L/Grant to devote such time, or subcontract with appropriate services, as is reasonably necessary to fulfill the spirit and purpose of this Agreement.

3. **PAYMENT.** The County will pay L&L Murphy Consulting a total of Thirty Thousand Dollars ($30,000) and Gary Grant Consulting a total of Thirty Thousand Dollars ($30,000) in monthly installments upon submission of an invoice by L&L on behalf of L&L/Grant. Said payments include payment for Linn County’s participation in the Urban County Coalition.

4. **TERM AND RENEWAL.** This Agreement shall commence July 1, 2019 and shall terminate June 30, 2020. The County and L&L/Grant may renew this Agreement for an unlimited number of successive one-year terms. Such renewals will be negotiated upon terms mutually agreeable to the County and L&L/Grant.

5. **STATUS OF CONSULTANT.** This Agreement calls for the performance of services by L&L/Grant as independent contractors and L&L/Grant will not be considered employees of the County for any purpose. As independent consultants, L&L/Grant will advise the County about clients of L&L/Grant that may pose a conflict of interest with the interest(s) of the County.

6. **WARRANTY AND INDEMNIFICATION.** L&L/Grant represents and warrants that it is competent to perform the services specified in this Agreement. L&L/Grant agrees to defend, hold harmless and indemnify the County from any actions, claims, lawsuits, costs, or expenses (including attorney’s fees) arising out of work performed, or to be performed, by L&L/Grant pursuant to this Agreement.

7. **GOVERNING LAW.** This Agreement is governed by the laws of the State of Iowa, and all obligations are enforceable in accordance therewith.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

**LINN COUNTY, IOWA**

**L&L MURPHY, ASSOCIATES**

**GRANT CONSULTING, LLC**

By: ___________________________ By: ___________________________ By: ___________________________

Stacey Walker, Chairperson Larry Murphy Gary Grant
Board of Supervisors L&L Murphy, Associates Grant Consulting, LLC

Date: __________________________ Date: __________________________ Date: __________________________
**CONTRACT #**: 5880HC08

**PROJECT TITLE**: HIV Core and Medical Support Services

**CONTRACTOR LEGAL NAME AND ADDRESS**: Linn County Treasurer dba Linn County Community Services 1240 26th Avenue Court SW Cedar Rapids, IA 52404

**PROJECT PERIOD**: April 1, 2017 - March 31, 2021

**STATE OF IOWA DEPT. OF ADMINISTRATIVE SERVICES VENDOR #**: 00002127879

**CONTRACT PERIOD**: April 1, 2019 - March 31, 2020

**IOWA CODE CHAPTER 8F DESIGNATION**: This contract is NOT covered by Iowa Code chapter 8F

**TOTAL CONTRACT AMOUNT**: $365,291.00

**FUNDING SOURCE**:
- **FEDERAL**: $320,464.00
- **STATE**: $0
- **OTHER**: $44,827.00
  - Interagency State: $0
  - Interagency Federal: $0
  - Private/Fees/Other: $44,827.00

**Federal Subrecipient Addendum Needed?** YES

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The Contractor agrees to perform the work and to provide the services described in the Special conditions for the consideration stated herein. The duties, rights and obligations of the parties to this contract shall be governed by the Contract Documents, which include the Special Conditions, General Conditions, Request for Proposal and Application. The Contractor has reviewed and agrees to the Iowa Department of Public Health General Conditions Effective July 1, 2016, as posted on the Department’s website under Funding Opportunities or as available by contacting Karen Quinn at telephone (515) 281-6801. The contractor specifies no changes have been made to the Special Conditions or General Conditions.

The parties hereto have executed this contract on the day and year last specified below.

**For and on behalf of the Department:**

By: __________________________
DeAnn Decker, Interim Director, Division of Behavioral Health

**For and on behalf of the Contractor:**

By: __________________________
Insert Date (required if not a digital signature): ____________

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Lucas State Office Building, 321 E. 12th Street, Des Moines, IA 50319-0075 ■ 515-281-7689 ■ www.idph.iowa.gov
DEAF RELAY (Hearing or Speech Impaired) 711 or 1-800-735-2942

1
Special Conditions for Contract # 5880HC08

Article I- Identification of Parties:
This contract is entered into by and between the Iowa Department of Public Health (hereinafter referred to as Department) and the Contractor, as identified on the contract face sheet.

Article II - Designation of Authorized State Official:
DeAnn Decker, Interim Director, Division of Behavioral Health, is the Authorized State Official for this contract. Any changes in the terms, conditions, or amounts specified in this contract must be approved by the Authorized State Official. Negotiations concerning this contract should be referred to Karen Quinn at (515) 281-6801.

Article III - Designation of Contract Administrator:
David Thielen has been designated by the Contractor to act as the Contract Administrator. This individual is responsible for financial and administrative matters of this contract. Negotiations concerning this contract should be referred to David Thielen at (319) 862-5610 or David.Thielen@linncounty.org.

It is the Contractor's sole responsibility to ensure appropriate individual(s) have registered within IowaGrants. The Contractor acknowledges that all assigned individuals to the Grant Tracking site have full rights (add, modify, and delete) for all Grant Tracking components including contractual forms, reporting forms, and claims submission.

The Contract Administrator designates David Thielen as the Grantee Contact in IowaGrants (www.IowaGrants.gov) who shall regulate and assign access of appropriate individuals to this grant site.

Article IV – Key Personnel:
The following individual(s) shall be considered key personnel for purposes of this contract:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Randy Mayer</td>
<td>Bureau Chief</td>
<td><a href="mailto:Randy.Mayer@idph.iowa.gov">Randy.Mayer@idph.iowa.gov</a></td>
</tr>
<tr>
<td>Holly Hanson</td>
<td>RW Program Manager</td>
<td><a href="mailto:Holly.Hanson@idph.iowa.gov">Holly.Hanson@idph.iowa.gov</a></td>
</tr>
<tr>
<td>Megan Guthrie</td>
<td>Client Services Coordinator</td>
<td><a href="mailto:Megan.Guthrie@idph.iowa.gov">Megan.Guthrie@idph.iowa.gov</a></td>
</tr>
<tr>
<td>Karen Quinn</td>
<td>Budget and Contract Specialist</td>
<td><a href="mailto:Karen.Quinn@idph.iowa.gov">Karen.Quinn@idph.iowa.gov</a></td>
</tr>
</tbody>
</table>
Key Contractor Personnel

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>David Thielen</td>
<td>Executive Director</td>
<td><a href="mailto:David.Thielen@linncounty.org">David.Thielen@linncounty.org</a></td>
</tr>
<tr>
<td>Nichole Baker-Jones</td>
<td>Program Coordinator</td>
<td><a href="mailto:Nichole.Baker-Jones@linncounty.org">Nichole.Baker-Jones@linncounty.org</a></td>
</tr>
</tbody>
</table>

The Contractor shall notify the department in writing within ten (10) working days of any change of Key Personnel identified in this section.

Article V - Statement of Contract Purpose:

The mission of the Iowa Ryan White Part B Program is to meet the health care needs of people living with HIV (PLWH) by providing a comprehensive continuum of high quality HIV care and support services to get people into care and help them to stay in care. This includes providing direct access to life-saving medications through the AIDS Drug Assistance Program (ADAP). The intention of this program is to reduce the use of more costly inpatient and urgent care, increase access to care, improve quality of life for those affected by the epidemic, and decrease transmission of HIV from PLWH. These HIV care-related services may be supported with these funds as related to the RFP #58817019.

Article VI - Description of Work and Services:

In compliance with the Department-approved work plan within IowaGrants, the Contractor shall:

Provide Case Management & Support Services as described in the RFP #58817019:

- Inform low-income individuals with HIV disease of the availability of services and how to access them.
- Strive to co-locate case management in settings where clients also receive onsite outpatient/ambulatory health services, mental health services, or substance abuse treatment services. Ensure timely and coordinated access to medically appropriate levels of health and support services that will improve continuity of care by staff as well as collaborations with other service providers.
- Hire, appoint, and retain qualified staff to deliver the proposed case management and support services.
- Engage and retain PLWH into primary medical care.
- Maintain the specific service needs of your population utilizing the service definitions available in the links in Section 7 of RFP58817019.
- Monitor and comply with relevant service standards of care, and improve the quality of services that you have chosen to provide.
- Maintain your existing and proposed efforts to provide community-based case management activities for high-acuity clients.
- Maintain existing and proposed partnerships between your agency and other key partners in providing service(s) for PLWH that include HIV medical providers, testing facilities, and HOPWA.
- Collect and report client-level data, consistent with HRSA requirements. IDPH requires use of CAREWare, an online software system, to collect data.
Benefit Coordination:
- Hire, appoint, and retain qualified staff to deliver field benefit specialist or field liaison services.
- Ensure all PLWH in Iowa have access to benefit coordination through field liaison staff, and coordinate with case managers at your agency and other agencies.

Supplemental Funding:
- Infrastructure Development
  - Maintain your organization’s planned or proposed activities/initiatives.
- Prevention with Positives
  - Maintain and measure your organization’s planned or proposed interventions
  - Maintain qualified staff to deliver the proposed field liaison services.

Early Intervention Services (EIS):
Contractors awarded EIS funding must meet the additional expectations listed below:
- Quality Assurance Requirements
  - Ensure the use of standard HIV/HCV testing forms provided by the Department (e.g. Minor’s Consent form, Risk Assessment Form.)
  - Maintain accurate and confidential client records and data systems. Compliance with all applicable regulations of Iowa Codes 139A and 141A is required.
  - Participate in data collection, evaluation, and training activities sponsored by the Department, Bureau of HIV, STD, and Hepatitis. The Department reserves the right to alter the nature and quantity of its reporting, meeting, and training requirements.
  - Ensure that all clinical staff performing HIV and hepatitis testing attend the Department’s Fundamentals of HIV Prevention Counseling training.
  - Submit monthly quality assurance reports.

Article VII – Performance Measure

Measure: Identify and participate in at least one quality improvement activity facilitated by the Ryan White Quality Coordinator. The quality improvement activity should address an opportunity for improvement within the agency's policies, procedures, or system.

Incentive: A flat rate incentive of $1,500 will be applied if the contractor identifies and participates in at least one quality improvement activity facilitated by the Ryan White Quality Coordinator.

The Contractor shall submit any documentation required for the performance measure into the progress reports component of the grant site within IowaGrants.gov.
Article VIII – Reports:

The Contractor shall complete and submit the following reports in the grant site located in IowaGrants.

<table>
<thead>
<tr>
<th>Report Title</th>
<th>Form Frequency/Type</th>
<th>Date Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>EIS Quality Assurance Reports (Only if funded for EIS services)</td>
<td>Monthly</td>
<td>The 10th day of the following month</td>
</tr>
<tr>
<td>Quarterly Narrative Progress and Statistical Report</td>
<td>Quarterly</td>
<td>Quarter 1 due 7/27/2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Quarter 2 due 10/26/2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Quarter 3 due 1/25/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Final Annual Report due 4/26/2020</td>
</tr>
<tr>
<td>Ryan White Services Report Submitted on HRSA Website</td>
<td>Annually</td>
<td>3/18/2020</td>
</tr>
</tbody>
</table>

Expense Reports:
The Contractor shall complete and submit a monthly claim report in the Grant Tracking Site located in www.IowaGrants.gov.

The rest of this page is intentionally left blank
Article IX - Budget:

IDPH will be funding this contract with two budget time periods. The first budget time period will begin on April 1, 2019, and end on September 29, 2019. Funds that are not spent by the end of September 29, 2019, will not be carried over to the second budget time period, which begins on September 30, 2019, and ends on March 31, 2020.

<table>
<thead>
<tr>
<th>A. Case Management</th>
<th>Available funding April 1-Sept 29, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical Case Management</td>
<td>$62,734.00</td>
</tr>
<tr>
<td>Non-Medical Case Management</td>
<td>$43,224.00</td>
</tr>
<tr>
<td>Brief Contact Management (Psychosocial Support Services)</td>
<td>$32,049.00</td>
</tr>
<tr>
<td>Maintenance Outreach Support Services (Service Outreach)</td>
<td>$1,402.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. Other Core and Support Services</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Outpatient/Ambulatory Medical Care</td>
<td>$0.00</td>
</tr>
<tr>
<td>Oral Health</td>
<td>$0.00</td>
</tr>
<tr>
<td>Early Intervention Services</td>
<td>$0.00</td>
</tr>
<tr>
<td>Health Insurance Premium &amp; Cost Sharing Assistance</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>Mental Health</td>
<td>$0.00</td>
</tr>
<tr>
<td>Medical Nutrition Therapy</td>
<td>$0.00</td>
</tr>
<tr>
<td>Substance Abuse Services Outpatient</td>
<td>$0.00</td>
</tr>
<tr>
<td>Emergency Financial Assistance</td>
<td>$32,000.00</td>
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<tr>
<td>Food Bank/Home</td>
<td>$10,250.00</td>
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<tr>
<td>Health Education/Risk Reduction</td>
<td>$0.00</td>
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<tr>
<td>Housing services</td>
<td>$67,750.00</td>
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<tr>
<td>Linguistic Services</td>
<td>$1,000.00</td>
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<tr>
<td>Medical Transportation Services</td>
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<tr>
<td>Outreach Services</td>
<td>$0.00</td>
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<tr>
<td>Psychosocial Support Services (Support Group)</td>
<td>$0.00</td>
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<tr>
<td>Referral for Health care/ Supportive Services</td>
<td>$14,899.00</td>
</tr>
<tr>
<td>Substance Abuse Services (residential)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C. Infrastructure Development</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality Management activities</td>
<td>$0.00</td>
</tr>
<tr>
<td>Data Management activities</td>
<td>$0.00</td>
</tr>
<tr>
<td>Planning and Coordination activities</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

| D. Prevention with Positives               | $0.00                                  |
| E. Field Benefits Specialists              | $34,156.00                             |
| F. Capacity Building                        | $11,419.00                             |
| G. Supplies                                | $200.00                                |
| Sub total                                  | $332,083.00                            |
| Administration 10% of the entire budget    | $33,208.00                             |
Total $365,291.00

1. This contract contains a potential incentive amount to be paid to the Contractor as described in the Performance Measure section of this contract. The award amount listed within the IowaGrants grant site (budget form and award amount) may be higher than the total amount listed in the contract budget and the total amount listed on the face page of this contract. Contractor expenditures shall not exceed the total amount listed in the contract budget(s).

2. Expenditure variance against direct-cost budget-line amounts are allowed up to a maximum of 10% of the contractual amount on a cumulative basis, not to exceed the contractual total. The Contractor shall submit a written justification and request for a contract amendment to the department prior to the obligation of an expense that will exceed the allowed 10% cumulative variance. The Contractor shall submit a written justification and request for a contract amendment when expenditures against a budget line not previously approved are anticipated.

3. The Contractor shall receive written approval from the Department prior to spending the final three (3) percent of all funds awarded.

Article X - Payments:

1. Submission of Claims for contract period:
   The Contractor shall complete and submit a claim for services rendered in accordance with this Contract. The claim shall be submitted monthly in the grant site located in IowaGrants within 45 days of the month of expenditures.

   The Department shall verify the Contractor's performance of the provision of Services/Deliverables and timeliness of claims before making payment. The Department may elect not to pay claims that are considered untimely.

2. End of State Fiscal Year Claims Submission:
   Notwithstanding the timeframes above, and absent:
   i. longer timeframes established in federal law or
   ii. the express written consent of the Department,
   the Contractor shall submit all claims to the Department by August 10 for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

   The Department will not automatically pay end of state fiscal year claims that are considered untimely. If the Contractor seeks payment for end of state fiscal year claim(s) submitted after August 10, the Contractor may submit the late claim(s), as well as a justification for the untimely submission. The justification and request for payment must be submitted within the Correspondence component of this grant site. The Department may reimburse the claim if funding is available after the end of the fiscal year.

   If funding is not available after the fiscal year, the claim may be submitted to State Appeal Board in accordance with instructions for consideration. Instructions for this process may be found at: http://www.dom.state.ia.us/appeals/general_claims.html.

3. The Department shall pay all approved invoices/claims in arrears. The Department may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.
4. The Department provides contractual payments on the basis of reimbursement of actual expenses in accordance with Iowa Code 8A.514.

5. The Department will not reimburse the Contractor travel amounts in excess of limits established by Iowa Department of Administrative Services. Current instate and out of state travel rate reimbursements can be found posted on the Department’s IDPH General Conditions for Service Contracts website.

6. Final payment may be withheld until all contractually required reports have been received and accepted by the Department. At the end of the contract period, unobligated contract amount funds shall revert to the Department.

Article XI – Additional Conditions

1. As a condition of the contract, the Contractor shall assure linkage with the local board of health in each county where services are provided. The Contractor will assure that the local board of health has been actively engaged in planning for, and evaluation of, services. It will also maintain effective linkages with the local board of health, including timely and effective communications and ongoing collaboration.

2. All work plan revisions must be approved by the Department prior to implementation. Requests for work-plan revisions must be received by the department on or before March 29, 2020.
## 2019 Tire Service Results

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Qty</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Thompson Tire</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Call</td>
<td>100</td>
<td>$50.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Med Repair</td>
<td>48</td>
<td>$15.00</td>
<td>$720.00</td>
</tr>
<tr>
<td>Med D&amp;M</td>
<td>48</td>
<td>$28.50</td>
<td>$1,368.00</td>
</tr>
<tr>
<td>Med Disp</td>
<td>12</td>
<td>$8.00</td>
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</tr>
<tr>
<td>MG Repair</td>
<td>12</td>
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<td>MG D&amp;M</td>
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<td>Loader Repair</td>
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<tr>
<td>Ag Repair</td>
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<td>$3.00</td>
<td>$55.20</td>
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<td>Ag D &amp; M</td>
<td>18.4</td>
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<tr>
<td>Ag Disposal</td>
<td>18.4</td>
<td>$2.00</td>
<td>$36.80</td>
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<tr>
<td><strong>Total</strong></td>
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<td></td>
<td><strong>8,699.60</strong></td>
</tr>
<tr>
<td><strong>Bauer Built</strong></td>
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<tr>
<td>Service Call</td>
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<td>$6,500.00</td>
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<td>MG D&amp;M</td>
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<tr>
<td>MG Tire Disp</td>
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<td>Loader D&amp;M</td>
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<td>Ag Repair</td>
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<td>$50.00</td>
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<td>Ag D &amp; M</td>
<td>18.4</td>
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<td>$56.50</td>
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<tr>
<td>Ag Disposal</td>
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<td><strong>Total</strong></td>
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<tr>
<td><strong>Pomp's</strong></td>
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COUNTY OF LINN

PROCLAMATION

NATIONAL GUN VIOLENCE AWARENESS DAY

WHEREAS, 100 Americans are killed by gun violence every day, and on average nearly 13,000 gun-related homicides occur each year in the United States; and,

WHEREAS, Americans are 25 times more likely to be killed with guns than people in other high income countries; and,

WHEREAS, protecting public safety is a fundamental responsibility of Linn County government; and,

WHEREAS, elected officials and law enforcement officers are uniquely positioned to be aware of and to address local gun-related criminal activity; and,

WHEREAS, in January 2013, Hadiya Pendleton, a teenager who marched in President Obama's second inaugural parade and who was tragically shot and killed just weeks after the parade, should be celebrating her 22nd birthday; and,

WHEREAS, to help honor Hadiya, the 100 Americans whose lives are cut short by gun violence every day, and the countless survivors who are injured by shootings every day, a national coalition of organizations designated June 7, 2019, the first Friday in June, as the 5th Annual National Gun Violence Awareness Day; and,

WHEREAS, a group of Hadiya's friends inspired the idea of a National Gun Violence Awareness Day by asking classmates to commemorate her life by wearing orange in reference to hunters wearing orange to announce themselves to other hunters; and,

WHEREAS, any person can join the National Gun Violence Awareness campaign, help to raise awareness about gun violence, and honor the lives of gun violence victims and survivors by pledging to wear orange on June 7, 2019; and,

WHEREAS, the Linn County Board of Supervisors is committed to public safety and will work to reduce gun violence, to keep firearms out of the wrong hands, and to encourage responsible gun ownership.

NOW, THEREFORE, the Linn County Board of Supervisors hereby proclaims Friday June 7, 2019 to be Gun Violence Awareness Day and encourages residents to support community efforts to prevent the tragic effects of gun violence and to honor and value human lives.

Linn County Board of Supervisors

Chairperson
LINN COUNTY ORDINANCE # _________________________

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, LINN COUNTY, IOWA
BY AMENDING PROVISIONS IN CHAPTER 105, ARTICLE III, ELECTRICAL INSTALLATIONS

BE IT ENACTED by the Board of Supervisors, Linn County, Iowa:

SECTION 1. Chapter 105, Article III – Electrical Installations, Sec. 105-33 Amendments to the National Electrical Code (NEC) is hereby amended to read as follows:

Certain sections and portions of sections of the National Electrical Code, 2017 edition are hereby amended, deleted, modified or added to as more specifically set forth in the following sections of this chapter.

(1) Lighting load for specified occupancies. Eliminate the exception to section 220.12 and implement the following exception:

   Exception: Where the building is designed and constructed to comply with an energy code adopted by the local authority, the lighting load shall be permitted to be calculated at the values specified in the energy code.

(2) Branch circuit extensions or modification. Eliminate section 210.12D.

(3) Service masts as supports. Add the following to NEC Section 230.28 (2nd unnumbered paragraph):

   Section 230.28. Where a service mast is used for the support of service drop conductors, the service raceway shall be a minimum of two-inch rigid galvanized steel conduit.

(4) Delete the following portion of 230.50(B), All Other Service Entrance Conductors, in it’s entirely and add the following:

   Section 230.50(B). All Other Service Entrance Conductors. Service entrance conductors installed above ground on the outside of a building beyond the first contact made from the service drop shall be in an approved raceway.

(5) Branch circuit extensions or modification, AFCI. Delete section 406.4(d) (4).


SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

SECTION 3. SEVERABILITY. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.
SECTION 5. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Public hearing and first consideration on the 3rd day of June, 2019
Second consideration on the 5th day of June, 2019
Third and final passage on the 12th day of June, 2019.
Published in the Gazette on the ____ day of June, 2019

LINN COUNTY BOARD OF SUPERVISORS

____________________________________
Chairperson

____________________________________
Supervisor

____________________________________
Supervisor

ATTEST:

______________________________
Joel D. Miller, Linn County Auditor

STATE OF IOWA )
 ) SS
COUNTY OF LINN)

I, ________________________________, County Auditor of Linn County, Iowa, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors at a regular meeting of said Board held on ___________________________, 2019 and published as provided by law on ______________________, 2019.

____________________________________
Linn County Auditor

Subscribed and sworn to me this ____ day of __________, 2019.

______________________________
Notary Public, State of Iowa
URBAN COUNTY COALITION
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made and entered into by and between Black Hawk County, Iowa; Dubuque County, Iowa; Johnson County, Iowa; Linn County, Iowa; and Scott County, Iowa (the "Counties") to serve as a voluntary agreement to jointly develop, communicate, and advocate for issues of mutual interest to the Iowa General Assembly, the Executive Branch of the State of Iowa, and other appropriate agencies, departments and organizations, and to collaborate on strategic planning to jointly develop regional solutions to issues of mutual interest.

RECITALS

WHEREAS, the Counties are governmental jurisdictions vested with the authority to exercise any power and perform any function deemed appropriate to protect and preserve the rights, privileges, and property of their respective counties and residents, and to preserve and improve the peace, safety, health, welfare, comfort and convenience of their respective residents; and,

WHEREAS, the Counties acknowledge and agree that developing, communicating, and advocating for the interests of their respective counties and residents, and engaging in collaborative strategic planning to jointly develop regional solutions to issues of mutual interest is appropriate and prudent and will further and enhance their respective functions; and,

WHEREAS, the Counties agree they have mutual interest in issues deliberated on and regulated by the Iowa General Assembly, the Executive Branch of the State of Iowa, and other agencies, departments and organizations; and,

WHEREAS, the Counties desire to voluntarily collaborate on developing and advocating for issues of mutual interest and to collaborate on strategic planning to jointly develop regional solutions to issues of mutual interest.

NOW, THEREFORE, the Counties hereby agree as follows:

1. The Counties will continue as members of the Urban County Coalition ("Coalition").

2. Linn County will serve as the "lead agency" for the purpose of providing a legal entity for entering into any contracts or agreements for the benefit of the Coalition and will serve as the fiscal agent for the Coalition.

3. Linn County agrees to include in its contract with L&L Murphy Associates and Grant Consulting, LLC a section stating that L&L Murphy Associates and Grant Consulting, LLC will assist Linn County in maintaining the Coalition and will coordinate the activity of said organization.

4. Black Hawk, Johnson, and Scott Counties will each appoint two members of their Board of Supervisors, and Dubuque and Linn Counties will each appoint one member of their Board of Supervisors, to participate on the Coalition Steering Committee for the purpose of planning strategies and making recommendations for the operation of the Coalition, subject to the direction of their respective Boards of Supervisors.
5. Each County will designate a staff member to help facilitate the operation of the Coalition.

6. Each County will authorize signature by its chairperson to this Agreement and authorize payment of $25,000 in Fiscal Year 2020 and subsequent fiscal years for continued membership in the Coalition. Linn County agrees to provide monthly statements of membership dues owing and each County agrees to pay Linn County its membership dues within 30 days of receipt of a statement.

7. This Agreement is effective on the latest date of the signatures below and will automatically renew for subsequent one-year periods coinciding with the fiscal year unless a County, prior to the end of a current fiscal year, provides at least 30 (thirty) days written notice to the other Counties of its decision to withdraw from the Coalition.

8. This Agreement may be modified at any time by written agreement of the Counties.

9. Nothing in this Agreement shall be interpreted to limit or otherwise affect any authorities, powers, rights or privileges of the individual Counties.

IN WITNESS WHEREOF, Black Hawk County, Dubuque County, Johnson County, Linn County and Scott County have executed this Agreement on the dates set forth below:

BLACK HAWK COUNTY

by: ___________________________________  
Chair, Board of Supervisors

Date: _________________________________

LINN COUNTY

by: ___________________________________  
Chair, Board of Supervisors

Date: _________________________________

DUBUQUE COUNTY

by: ___________________________________  
Chair, Board of Supervisors

Date: _________________________________

SCOTT COUNTY

by: ___________________________________  
Chair, Board of Supervisors

Date: _________________________________

JOHNSON COUNTY

by: ___________________________________  
Chair, Board of Supervisors

Date: _________________________________