LINN COUNTY BOARD OF SUPERVISORS  
MEETING AGENDA  
Wednesday, June 12, 2019  
10 a.m.  
Formal Board Room—Jean Oxley Public Service Center  
935 2nd St. SW, Cedar Rapids, IA

Call to Order

Pledge of Allegiance

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

Consent Agenda

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

Reports

Receive and place on file Treasurer’s (Auto Dept.) Report to the County Auditor Receipts and Disbursements for the Month of May, 2019.

Resolutions

Resolution approving Temporary Use Permit, Case JTU19-0004, requested the Central City Historical Society, owner, and David Goodlove, petitioner, to operate an outdoor event called “Pioneer Days” at 1361 Sawyer Road, Central City, IA from Friday July 26th to Sunday July 28th.

Resolution to approve Residential Parcel Split for Hogan First Addition, Case JPS19-0005

Resolution suspending taxes for thirty one (31) Linn County residents as they are unable to contribute to the public revenue by reason of age, infirmity or both.

Contract and Agreements

Approve and authorize Chair to sign a First Amendment to the Professional Development Contract Number DCA4-18-017 between Linn County and Iowa Department of Human Services effective July 1, 2019 through June 30, 2020 for an amount not to exceed $5,000.

Approve and authorize Chair to sign a First Amendment to the Community Partnership for Protecting Children (CPPC) Contract Number DCA4-19-066 between Linn County and Iowa Department of Human Services effective July 1, 2019 through June 30, 2020.

Approve and authorize Chair to sign a First Amendment to the Wraparound Services for DHS Involved Child Welfare Families Contract Number DCA4-19-017 between Linn County and Iowa Department of Human Services effective July 1, 2019 through June 30, 2020 for an amount not to exceed $5,000.
Approve and authorize Chair to sign a Second Amendment to the Relative Wraparound Fund Contract Number DCA4-18-020 between Linn County and Iowa Department of Human Services effective July 1, 2019 through June 30, 2020 for an amount not to exceed $5,000.

Approve and authorize Chair to sign a Second Amendment to the Promoting Safe and Stable Families (PSSF) Timely Family Reunification Contract number DCA4-19-009 between Linn County and Iowa Department of Human Services effective July 1, 2019 through June 30, 2020 for an amount not to exceed $30,551.00.

Approve and authorize Chair to sign a Second Amendment to the Decat Management and Fiscal Services Contract Number DCA4-18-016 between Linn County and Iowa Department of Human Services effective July 1, 2019 through June 30, 2020 for an amount not to exceed $89,232.00.

Approve and authorize Chair to sign a First Amendment to the Break Thru Series Collaboration Contract Number DCAT4-19-011 between Linn County and Iowa Department of Human Services effective July 1, 2019 through June 30, 2020 for an amount not to exceed $1,500.00.

Approve and authorize Chair to sign a renewal agreement between Linn County and Johnson County to provide Detention Services to Johnson County effective July 1, 2019 through July 1, 2021 for a guaranteed three detention beds at a rate of $281.67 per bed, per day.

Approve and authorize Chair to sign an Office Space Lease Agreement between Linn County and Prospect Meadows, Inc. for leased premises at 1890 County Home Road, Marion, Iowa, for the term of July 1, 2019 through June 30, 2020, for $3,600 for the term of the Agreement.

Approve and Authorize Chair to sign an Agreement between Linn County and the City of Cedar Rapids for Encroachment into Right-of-Way Related to the Installation of a Snow Melt System along 6th Street SE, 7th Street SE, and 11th Avenue SE, Cedar Rapids, as Part of the Harris Building Project.

Authorize approval of Linn County Historic Preservation Commission FY20 Preservation Grant funding recommendations as follows: Central City Historical Society-$5,308; Alburnett Community Historical Society-$3,000; Genealogical Society of Linn County-$1,000; Brucemore-$3,000; Coggon Area Betterment Association-$6,000; Iowa Music & Arts Association-$4,000; African American Museum of Iowa-$3,550; Coggon Community Historical Society-$942; Linn County Historical Society, d.b.a. The History Center-$1,000; Uptown Marion Main Street-$1,000 for a total of $28,800.00.

Approve and authorize Chair to sign the GASB 75 Actual Valuation Engagement Letter with the Howard E Nyhart Company (Nyhart) for $2,000.00.

Approve and authorize Chair to sign an Engagement Letter for the fiscal year 2019 audit. The audit fee of $58,000 is based on the first year of a five-year contract with Eide Bailly previously approved by the Board of Supervisors.

Authorize Chair to sign Agency Agreement for FY20 LCCS Funded Agency between Linn County, Iowa and:

- Aging Services, $18,921
- Central City Food Program, $26,473
- Dental Health Center of East Central Iowa, $12,286
- Eastern Iowa Health Center, $21,613
- HACAP, $32,887
- Horizons, $109,953
- S.A.N.S.I, $8,123
- Southeast Linn Community Center, $5,174
- Waypoint Services, $32,582

Authorize Chair to sign purchase order # 5544 for $5,111.40 to HP for 7 notebook laptops for Home Health.
Authorize Chair to sign purchase order #5546 for $33,271.40 to Lynch Ford Chevy for a Chevrolet Traverse LT for the Purchasing Department.

Authorize Chair to sign purchase order #5548 for $33,271.40 to Lynch Ford Chevy for a Chevrolet Traverse LT for the Conservation Department.

Authorize Chair to sign purchase order #5549 for $33,271.40 to Lynch Ford Chevy for a Chevrolet Traverse LT for the Juvenile Detention Department.

Authorize Chair to sign purchase order #5550 for $33,271.40 to Lynch Ford Chevy for a Chevrolet Traverse LT for the Juvenile Detention Department.

Authorize Chair to sign purchase order #5551 for $32,242.20 to Lynch Ford Chevy for a Chevrolet Colorado Extended Cab for the Conservation Department.

Authorize Chair to sign purchase order #5552 for $23,527.00 to Lynch Ford Chevy for a Ford Transit Cargo Van for the Health Department.

Authorize Chair to sign purchase order #5553 for $36,715.70 to Lynch Ford Chevy for a Chevrolet Silverado LT Crew Cab for the Health Department.

Authorize Chair to sign purchase order #5554 for $43,663.12 to Deere & Company for a Skid Steer Loader for Facilities.

Licenses & Permits

Approve Cigarette Permit for Casey's General Store #2789, 888 Vernon Valley Dr. SE, noting all conditions have been met.

Approve Class C Beer Permit for the Troy Store in Troy Mills, noting all conditions have been met.

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes
Discuss and decide on meeting minutes.

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

Discuss and decide on a Vacancy Form requesting Ryan White Medical Case Manager Supervisor for Linn County Community Services.

Discuss and decide on a Vacancy Form requesting Family Transformations Services Supervisor for Linn County Community Services.

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
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.
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| **TOTAL**          | **$6,443,661.85** | **$6,378,798.22** | **$6,247,798.22** | **$6,312,661.85**

LINN COUNTY TREASURER

[Signature]

[Note: The signature appears to be of one person, not four as previously noted.]
RESOLUTION APPROVING A TEMPORARY USE

RESOLUTION # _______________________

WHEREAS, CENTRAL CITY HISTORICAL SOCIETY, owner and petitioner, Case PTU190004, has requested the Linn County Board of Supervisors’ permission to operate “Pioneer Days”, an outdoor event, located at 1361 Sawyer Road, Central City, Iowa.

WHEREAS, said temporary use request and attachments thereto have been examined by the Linn County Board of Supervisors and approval of the request is 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. The properties are currently zoned AG, containing 71.75 acres, with approximately 36.5 acres to be used for the temporary use activity.

3. The outdoor event is approved for operation Friday, July 26 2019, from 6:00 p.m. – 9:00 p.m., and Saturday-Sunday, July 27-28, from 10 a.m. – 5 p.m..

4. Onsite buildings will be used for the event, as well as a tent and open pavilion for food, and temporary tents representing a settler’s camp.

5. Restroom facilities will be provided as portable units brought to the site. Restrooms are required to be available during the hours of operation.

6. Estimated number of customer vehicles per day is 400 - 450. Parking of all vehicles will be provided on site.

7. $2,000,000 insurance coverage is provided for the event dates.

8. One sign, no larger than 48 sq. ft. or 8’ in height is allowed on site. Sign may be illuminated and may be located within any required yard. The location of the sign cannot interfere with site distance on any road, nor an intersection. The location of the sign cannot be in the road right-of-way. If the sign is to be illuminated, approval from Planning & Development must be obtained prior to illumination. Illumination...
of sign must be directed at the sign and cannot interfere with or spill over onto the roadways. The sign is required to be removed on the day following the final event date.

9. Temporary off site signs may be allowed, provided that:
   a. No sign is placed on public property, or within a road right-of-way.
   b. Sign size shall not exceed 16 sq. ft., nor 6’ in width, nor 5’ in height.
   c. All temporary signs are required to be removed on the day following the final event date.

LINN COUNTY PLANNING & DEVELOPMENT – Building Division

1. An electrical permit is required and may be obtained by a licensed electrical contractor at Linn County Planning and Development.

2. Platforms or structures planned for this event are required to meet building code requirements.

LINN COUNTY ENGINEERING DEPARTMENT

1. Access to be in compliance with Linn County Secondary Road Department current standards prior event. Entrance permit required for Jordans Grove Road entrance.

2. Applicant is required to provide dust control on Jordans Grove Road from Sawyer Road to just past entrance (approximately 700’). Applicant may hire a private contractor or participate in the County dust control program.

3. No parking is allowed on Jordans Grove Road.

IOWA DEPARTMENT OF TRANSPORTATION

1. No conditions to be met.

LINN COUNTY HEALTH DEPARTMENT

1. Contact Dustin Hinrichs at Linn County Public Health (892-6000) if selling food at the event.

2. Non-profit organizations are exempt from obtaining a Food Service Establishment (FSE) license if they sell food only one day per week. However, if an event is held on a Saturday and Sunday (two consecutive days), a FSE license is required.

3. Continuously maintain all requirements of the Health Department throughout the event.

4. Recommend following the Food Code and practicing safe food handling.

5. Require food license if preparing food for sale.

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

7. Recommend hand washing facilities for toilet area and the food prep areas.
LINN COUNTY SHERIFF’S OFFICE

1. An after hours call list shall be supplied to the Linn County Sheriffs Office for emergency situations.

2. If a traffic problem would occur, contact shall be made to the Linn County Sheriffs Office to help alleviate the problem.

3. Traffic control is to be provided by the applicant during operation. Traffic shall be maintained on Sawyer Road at all times.

LINN COUNTY EMERGENCY MANAGEMENT

1. No conditions to be met.

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 12 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 DAY of MONTH, 2015.

________________________________________________________________________
Notary Public State of Iowa
LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # ______________________________

APPROVING RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of Hogan First Addition (Case # JPS19-0005) to Linn County, Iowa, containing two (2) lots, numbered lot 1 and lettered lot A has been filed for approval, a subdivision of real estate located in the SESE of Section 2, Township 86 North, Range 6 West of the 5th P.M., Linn County, Iowa, described as follows:

Commencing at the SE Corner of said Section 2; thence S86° 53’14”W along the south line of said SE 1/4 SE 1/4, 1331.17 feet to the north right of way line of State Highway No. 13; thence N0° 53’09”W along the west line of said SE 1/4 SE 1/4, 33.02 feet to the Point of Beginning; thence continuing N00° 53’09”W along said west line, 364.14 feet; thence N88° 10’07”E, 289.76 feet, thence S00°53’09”E 335.23 feet to said north right of way line, thence S87°14’06”W along said north right of way line, 85.63 feet; thence S03° 06’46” E, 22.92 feet; thence S86°53’14”W, 205.18 feet to the Point of Beginning containing 2.36 acres.

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

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

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of February 20th, 2019 as last amended on MARCH 18, 2019 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT
No conditions to be met.

IOWA DEPARTMENT OF TRANSPORTATION
No conditions to be met.

LINN COUNTY PUBLIC HEALTH DEPARTMENT
No conditions to be met.

NATURAL RESOURCES CONSERVATION SERVICE
No conditions to be met.

LINN COUNTY CONSERVATION DEPARTMENT
No conditions to be met.

LINN COUNTY 911 EMERGENCY MANAGEMENT
No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT -- ZONING DIVISION
1. All side and rear yard setbacks must be met for all structures involved in this proposal.
2. Various revisions to the site plan and final plat.
3. Prior to approval of the final plat, the owner must sign an “Acceptance of Conditions” form. The “Acceptance of Conditions” form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
4. This plat lies within the 2-mile jurisdiction of the City of Coggon. As per Chapter 354 of the Code of Iowa, a certified resolution by any municipality that has authority to review the plat to either approve the plat or waive its right to review must be provided.

5. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.

6. The remaining land of the parent parcel will result in a parcel of less than 35 acres. Either combine the remaining land to an adjacent parcel by deed restriction to total 35 acres or more, or include the remaining land as part of the final plat. If included as a part of the final plat, the lot will be non-buildable until brought into conformance with the Linn County UDC and will require the note: "This parcel may only be developed in accordance with all development regulations in effect at the time development is proposed" on the plat.

7. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.

8. One original and 3 complete copies of the final plat bound documents that must include the following:
   (i) Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
   (ii) Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
   (iii) Surveyor's certificate
   (iv) Auditor's certificate
   (v) Resolution of the Planning and Zoning Commission
   (vi) Resolution of the Board of Supervisors
   (vii) Resolution of approval or waiver of review by applicable municipalities
   (viii) Treasurer's certificate
   (ix) Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (H) of the Unified Development Code.
   (x) Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
   (xi) Three (3) copies of the surveyor's drawing
   (xii) A covenant for a secondary road assessment

9. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before MARCH 18, 2020 as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f), of the Unified Development Code.

   **NOW, THEREFORE, BE IT RESOLVED**, by the Board of Supervisors, of Linn County, Iowa, that said plat is hereby approved. The Board of Supervisors and County Engineer are hereby authorized to enter approval upon the final plat resolution. The Board of Supervisors' Chairperson is also hereby authorized to sign said plat which executes an acceptance of dedication of property to the public, as shown on said plat.

   **NOW, THEREFORE BE IT FURTHER RESOLVED**, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by June 12th, 2020 to be valid.
Passed and approved this 12th day of June, 2019

Linn County Board of Supervisors

______________________________
Chair

______________________________
Vice Chair

______________________________
Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

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

___ Aye ___ Nay ___ Abstain ___ Absent

________________________________________

Joel Miller

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

________________________________________

Notary Public State of Iowa
RESOLUTION
PETITION for SUSPENSION of 2020 PROPERTY TAXES

WHEREAS, the Linn County Board of Supervisors is this day presented with the attached petitions for suspension of taxes and/or special assessments pursuant to Section 427.8 of the Code of Iowa and;

WHEREAS, the properties for which assessments against these Petitioners are made lie within Linn County and;

WHEREAS, these Petitioners are unable to contribute to the public revenue by reason of age, infirmity, or both.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, this date met in lawful session that the attached petitions be approved for the following Petitioners, parcels, and tax years:

<table>
<thead>
<tr>
<th>PETITIONER</th>
<th>PARCEL #</th>
<th>TAX YEARS</th>
<th>Special #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Axline, Ellen</td>
<td>14343-03029-00000</td>
<td>2020</td>
<td></td>
</tr>
<tr>
<td>Brammer, Helen</td>
<td>14091-78021-00000</td>
<td>2020</td>
<td></td>
</tr>
<tr>
<td>Clark, Carol</td>
<td>14271-52016-00000</td>
<td>2020</td>
<td></td>
</tr>
<tr>
<td>Corum, Kazuko</td>
<td>14243-55004-01000</td>
<td>2020</td>
<td></td>
</tr>
<tr>
<td>David, Rachel</td>
<td>14252-01015-01021</td>
<td>2020</td>
<td></td>
</tr>
<tr>
<td>Dochterman, Headdy</td>
<td>14321-07014-00000</td>
<td>2020</td>
<td></td>
</tr>
<tr>
<td>Frazier, John</td>
<td>14204-04003-00000</td>
<td>2020</td>
<td></td>
</tr>
<tr>
<td>Gogel, Tracie</td>
<td>14223-82032-00000</td>
<td>2020</td>
<td></td>
</tr>
<tr>
<td>Hadenfeldt, Larry</td>
<td>05092-88009-00000</td>
<td>2020</td>
<td></td>
</tr>
<tr>
<td>Howe, Virginia</td>
<td>10322-28007-00000</td>
<td>2020</td>
<td></td>
</tr>
<tr>
<td>Iwanczuk, Eugene</td>
<td>14103-05036-00000</td>
<td>2020</td>
<td></td>
</tr>
<tr>
<td>Langham, Portia</td>
<td>14201-01008-00000</td>
<td>2020</td>
<td></td>
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<tr>
<td>Larabee, Carolyn</td>
<td>13244-76007-00000</td>
<td>2020</td>
<td></td>
</tr>
<tr>
<td>Lawrence, Irene</td>
<td>14082-26002-01001</td>
<td>2020</td>
<td></td>
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<tr>
<td>Lawrence, Richard</td>
<td>14114-54002-00000</td>
<td>2020</td>
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<tr>
<td>Moore, Jackie</td>
<td>11352-54012-00000</td>
<td>2020</td>
<td></td>
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<tr>
<td>Null, Mary</td>
<td>13262-81002-00000</td>
<td>2020</td>
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<tr>
<td>Nus, Carol</td>
<td>14013-53011-01003</td>
<td>2020</td>
<td></td>
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<tr>
<td>Papke, Erin</td>
<td>14162-02002-00000</td>
<td>2020</td>
<td></td>
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<tr>
<td>Patterson, Sandra</td>
<td>13252-53003-00000</td>
<td>2020</td>
<td></td>
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<tr>
<td>Prenosil, Debra</td>
<td>91030-13102-91001</td>
<td>2020</td>
<td></td>
</tr>
<tr>
<td>Schirmer, Cathleen</td>
<td>14153-33001-00000</td>
<td>2020</td>
<td></td>
</tr>
<tr>
<td>Schmadeke, Kimberly</td>
<td>91920-38608-01188</td>
<td>2020</td>
<td></td>
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<tr>
<td>Scriven, Roger</td>
<td>14094-52006-00000</td>
<td>2020</td>
<td></td>
</tr>
<tr>
<td>Seaborn, James</td>
<td>14193-30042-00000</td>
<td>2020</td>
<td></td>
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<tr>
<td>Sebetka, Cleo</td>
<td>14292-06007-00000</td>
<td>2020</td>
<td></td>
</tr>
<tr>
<td>Simmons, Thelma</td>
<td>14283-58001-00000</td>
<td>2020</td>
<td></td>
</tr>
<tr>
<td>Thibodeaux, Ronald</td>
<td>14154-04002-00000</td>
<td>2020</td>
<td></td>
</tr>
<tr>
<td>Varvaris, Katherine</td>
<td>14143-83007-00000</td>
<td>2020</td>
<td></td>
</tr>
<tr>
<td>Wieck, Jody</td>
<td>14262-30006-00000</td>
<td>2020</td>
<td></td>
</tr>
<tr>
<td>Wiltsey, George</td>
<td>04044-77003-00000</td>
<td>2020</td>
<td></td>
</tr>
</tbody>
</table>
The Linn County Treasurer is ordered to suspend the collection of taxes assessed against these Petitioners, their polls or estates, for the above parcels for the above tax years as indicated.

Dated at Cedar Rapids, Linn County, Iowa, this ____ day of __________, 2019.

LINN COUNTY BOARD OF SUPERVISORS

__________________________
CHAIRPERSON

__________________________
SUPERVISOR

__________________________
SUPERVISOR

AYE:
NAY:
ABSTAIN:

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, the foregoing resolution was duly adopted by a vote of ____ aye, ____ nay and ____ abstained from voting.

Joel Miller

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

NOTARY PUBLIC
STATE OF IOWA
First Amendment to the Professional Development Contract

This Amendment to Contract Number DCAT4-18-017 is effective as of July 1, 2019, 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. CONTRACT DECLARATIONS AND EXECUTION, Contractor's Contract Manager Name/Address/Phone/E-Mail, is deleted and replaced as follows:
Stacey Walker
935 2nd Street SW
Cedar Rapids, IA 52404
Phone: 319-892-5714
E-Mail: Stacey.walker@linncounty.org

Revision 3. Section 1.3.2, Performance Measures, is deleted and replaced as follows:
1) At least one professional development training will be provided in Linn County.
2) An average of 20 participants will attend the training/s provided.
3) 75% of training survey respondents will report an increase in skills, knowledge or awareness of the topic presented.
4) Report survey results, from each training provided, in the quarter the results are tabulated.
5) Provide summary report of planning activities supported by the 4th quarter

Revision 4. Section 1.3.4, Pricing. The maximum amount the Contractor will be compensated is hereby amended to $25,000.00 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>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/19 - 06/30/20</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>07/01/20 - 06/30/21</td>
<td>$5,000.00</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: Stacey Walker
Title: Linn County Board of Supervisors

Printed Name: Matt Majeski
Title: Service Area Manager
First Amendment to the Community Partnership for Protecting Children (CPPC) Contract

This Amendment to Contract Number DCAT4-19-066 is effective as of July 1, 2019, 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. CONTRACT DECLARATIONS AND EXECUTION, Contractor's Contract Manager Name/Address/Phone/E-Mail, is deleted and replaced as follows:
Stacey Walker
935 2nd Street SW
Cedar Rapids, IA 52404
Phone: 319-892-5714
E-Mail: Stacey.walker@linncounty.org

Revision 3. Federal Funds. The following federal funds information is provided

<table>
<thead>
<tr>
<th>Contract Payments include Federal Funds?</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>The contractor for federal reporting purposes under this contract is a</td>
<td>Sub-recipient</td>
</tr>
<tr>
<td>DUNS #:</td>
<td>073501108</td>
</tr>
<tr>
<td>The Name of the Pass-Through Entity:</td>
<td>Iowa Department of Human Services</td>
</tr>
<tr>
<td>CFDA #:</td>
<td>93.556</td>
</tr>
<tr>
<td>Grant Name:</td>
<td>Promoting Safe and Stable Families</td>
</tr>
<tr>
<td>Federal Awarding Agency Name:</td>
<td>Department of Human Services/Administration of Children and Families</td>
</tr>
</tbody>
</table>

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.

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<thead>
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<td>Date:</td>
</tr>
<tr>
<td>Signature of Authorized Representative:</td>
<td>Date:</td>
</tr>
<tr>
<td>Printed Name: Stacey Walker</td>
<td>Printed Name: Matt Majeski</td>
</tr>
<tr>
<td>Title: Chair, Linn County Board of Supervisors</td>
<td>Title: Service Area Manager</td>
</tr>
</tbody>
</table>
First Amendment to the Wraparound Services for DHS Involved Child Welfare Families Contract

This Amendment to Contract Number DCAT4-19-017 is effective as of July 1, 2019, 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. CONTRACT DECLARATIONS AND EXECUTION, Contractor's Contract Manager Name/Address/Phone/E-Mail, is deleted and replaced as follows:
Stacey Walker
935 2nd Street SW
Cedar Rapids, IA 52404
Phone: 319-892-5714
E-Mail: Stacey.walker@linncounty.org

Revision 3. Section 1.3.4.1, Pricing. The maximum amount the Contractor will be compensated is hereby amended to $32,500.00 for the entire term of the Contract.

Revision 4. 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>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/19 - 06/30/20</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>07/01/20 - 06/30/21</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>07/01/21 - 06/30/22</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>07/01/22 - 06/30/23</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>07/01/23 - 06/30/24</td>
<td>$5,000.00</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>
<tr>
<td>Printed Name: Stacey Walker</td>
<td>Printed Name: Matt Majeski</td>
</tr>
<tr>
<td>Title: Chair, Linn County Board of Supervisors</td>
<td>Title: Service Area Manager</td>
</tr>
</tbody>
</table>
Second Amendment to the Relative Wraparound Fund Contract

This Amendment to Contract Number DCAT4-18-020 is effective as of July 1, 2019, 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. CONTRACT DECLARATIONS AND EXECUTION, Contractor's Contract Manager Name/Address/Phone/E-Mail, is deleted and replaced as follows:
Stacey Walker
935 2nd St SW
Cedar Rapids, IA 52404
Phone: 319-892-5714
E-Mail: Stacey.walker@linncounty.org

Revision 3. Section 1.3.4.1, Pricing. The maximum amount the Contractor will be compensated is hereby amended to $35,000.00 for the entire term of the Contract.

Revision 4. 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>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/19 - 06/30/20</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>07/01/20 - 06/30/21</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>07/01/21 - 06/30/22</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>07/01/22 - 06/30/23</td>
<td>$5,000.00</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>
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<td>Date:</td>
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</tr>
<tr>
<td>Printed Name: Stacey Walker</td>
<td>Printed Name: Matt Majeski</td>
</tr>
<tr>
<td>Title: Chair, Linn County Board of Supervisors</td>
<td>Title: Service Area Manager</td>
</tr>
</tbody>
</table>
Second Amendment to the Promoting Safe and Stable Families (PSSF) Timely Family Reunification Contract

This Amendment to Contract Number DCAT4-19-009 is effective as of July 1, 2019, 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. CONTRACT DECLARATIONS AND EXECUTION, Contractor's Contract Manager Name/Address/Phone/E-Mail, is deleted and replaced as follows:  
Stacey Walker  
935 2nd Street SW  
Cedar Rapids, IA 52404

Phone: 319-892-5714  
E-Mail: Stacey.walker@linncounty.org

Revision 3. 1.3.2.c, Performance Measures, is deleted and replaced as follows:  
66% of client cases will be closed due to 'Goals Achieved.'

Revision 4. Section 1.3.4.1, Pricing. The maximum amount the Contractor will be compensated is hereby amended to $99,413.00 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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<td>07/01/20 - 06/30/21</td>
<td>$30,551.00</td>
</tr>
</tbody>
</table>

Note: continued payment for any contract extension years is contingent upon extension of the Contract.
Revision 6. Federal Funds. The following federal funds information is provided

<table>
<thead>
<tr>
<th>Contract Payments include Federal Funds?</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>The contractor for federal reporting purposes under this contract is a:</td>
<td>Sub-recipient</td>
</tr>
<tr>
<td>DUNS #:</td>
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<tr>
<td>The Name of the Pass-Through Entity:</td>
<td>Iowa Department of Human Services</td>
</tr>
<tr>
<td>CFDA #:</td>
<td>93.556</td>
</tr>
<tr>
<td>Grant Name:</td>
<td>Promoting Safe and Stable Families</td>
</tr>
<tr>
<td>Federal Awarding Agency Name:</td>
<td>Department of Health and Human Services/Administration for Children and Families</td>
</tr>
</tbody>
</table>

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>
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<td>Print Name: Stacey Walker</td>
<td>Print Name: Matt Majeski</td>
</tr>
<tr>
<td>Title: Chair, Linn County Board of Supervisors</td>
<td>Title: Service Area Manager</td>
</tr>
</tbody>
</table>
Second Amendment to the Decat Management and Fiscal Services Contract

This Amendment to Contract Number DCAT4-18-016 is effective as of July 1, 2019, 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. CONTRACT DECLARATIONS AND EXECUTION, Contractor's Contract Manager Name/Address/Phone/E-Mail, is deleted and replaced as follows:
Stacey Walker
935 2nd Street SW
Cedar Rapids, IA 52404
Phone: 319-892-5714
E-Mail: Stacey.walker@linncounty.org

Revision 3. Section 1.3.4.1, Pricing. The maximum amount the Contractor will be compensated is hereby amended to $510,278.00 for the entire term of the Contract.

Revision 4. 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>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/19 - 06/30/20</td>
<td>$89,232.00</td>
</tr>
<tr>
<td>07/01/20 - 06/30/21</td>
<td>$89,232.00</td>
</tr>
<tr>
<td>07/01/21 - 06/30/22</td>
<td>$89,232.00</td>
</tr>
<tr>
<td>07/01/22 - 06/30/23</td>
<td>$89,232.00</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>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Printed Name: Stacey Walker</td>
<td>Printed Name: Matt Majeski</td>
</tr>
<tr>
<td>Title: Chair, Linn County Board of Supervisors</td>
<td>Title: Service Area Manager</td>
</tr>
</tbody>
</table>
First Amendment to the Break Thru Series Collaboration Contract

This Amendment to Contract Number DCAT4-19-011 is effective as of July 1, 2019, 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: CONTRACT DECLARATIONS AND EXECUTION, Contractor's Contract Manager Name/Address/Phone/E-Mail, is deleted and replaced as follows:
Stacey Walker
935 2nd Street SW
Cedar Rapids, IA 52404

Phone: 319-892-5714
E-Mail: Stacey.walker@linncounty.org

Revision 3. Section 1.3.2, Performance Measures, is deleted and replaced as follows:
1. At least 1 Plan-Do-Study-Act (PDSA) will be implemented or completed.
2. At minimum the Linn County Break thru Series Team will hold 6 meetings in a fiscal year.
3. Provide mid-year (July-Dec) and year-end summary report (July-June) on Family Assistance Funds by type of usage and # of persons receiving the funds by deadline listed in progress report.
4. 85% of families that received family assistance or transportation funds will report an increase in reaching self-sufficiency

Revision 4. Section 1.3.4.1, Pricing. The maximum amount the Contractor will be compensated is hereby amended to $5,000.00 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>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/19 - 06/30/20</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>07/01/20 - 06/30/21</td>
<td>$1,500.00</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>Date:</td>
</tr>
<tr>
<td></td>
<td>Signature of Authorized Representative:</td>
</tr>
<tr>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>Printed Name: Stacey Walker</td>
<td>Printed Name: Matt Majeski</td>
</tr>
<tr>
<td>Title: Board Chair</td>
<td>Title: Service Area Manager</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
AGREEMENT TO PROVIDE JUVENILE DETENTION SERVICES

Agreement made and entered into this 30th day of May, 2019, by and between Linn County, Linn County and Johnson County, Iowa, to-wit:

Linn County agrees to provide and Johnson County agrees to purchase detention services at the Linn County Juvenile Detention Center (Center) for Johnson County juveniles under the following terms and conditions:

1. The term of this Agreement is July 1, 2019 to June 30, 2020, unless it is canceled due to cause as indicated in Paragraph 12.

2. This Agreement shall automatically renew for one additional 12 month period, commencing July 1, 2021, unless either party gives written notice at least 60 days in advance of a desire to renegotiate its terms.

3. Linn County, through its Board of Supervisors, shall have sole and exclusive authority and responsibility for the administration and operation of the Center as an approved juvenile detention home, which shall include, but not be limited to, the exclusive fiscal, operational, administrative and program control over the Center and the receipt of all monies received through the administration and/or operation of the Center.

4. Linn County shall administer and operate the Center in full compliance with the applicable law and regulations promulgated by those federal, state, or local authorities having jurisdiction over the Center and shall obtain and maintain such license(s), approval(s) and/or accreditation(s) as may be required there under.

5. Linn County shall provide units of service equivalent to one day of bed space at the Center. A day of bed space shall be calendar day or any portion thereof. Units of service are calculated from the day of admission. Units of service are not calculated for the day of discharge unless the admission and discharge occur on the same day.
6. Linn County agrees to provide three (3) guaranteed units of service per day for the exclusive use of housing Johnson County youth. These youth can be under the jurisdiction and supervision of Johnson County Juvenile Court or Johnson County Sheriff in the adult system. In the event detention population exceeds capacity and movement to an alternative detention center or jail setting is necessary, bed preference will be given to youth under Juvenile Court jurisdiction. Even if guaranteed beds are available, Linn County retains the right to request youth under adult court jurisdiction be removed from the detention center if a higher level of security than Linn County Juvenile Detention can provide is necessary to control the youth's behavior. This may be subject to change based on a recent change to federal guidelines.

7. Johnson County agrees to purchase an average of three (3) units of service per day for the exclusive use of housing Johnson County juveniles, at a cost of $281.67 for FY20 and FY21. Payment shall be made quarterly, in advance.

8. Johnson County may purchase additional units of service on an availability basis. Additional units of service shall be offered on a daily basis only. If necessary, Johnson County will relocate juveniles to another facility if additional units of service are unavailable on any given day. Johnson County shall not sub-contract units of service, either guaranteed or additional, to any other agency.

9. Linn County agrees to refund Johnson County, at the contract rate, when the Center is staffed for 28 beds and the daily use by counties other than Johnson County is between twenty-six (26) units and twenty-eight (28) units. Linn County will refund Johnson County one (1) unit of service for each day the number of beds used by counties other than Johnson County is 26 units. Linn County will refund Johnson County for two (2) units of service for each day the number of beds used by counties other than Johnson County is 27 units. Linn County will refund Johnson County for three (3) units of service for each day the number of beds used by counties other than Johnson County is 28 units. The refund calculation will be
computed quarterly and is payable to Johnson County within thirty days of the end of each quarter.

10. Actual usage will be reconciled at the end of each quarter. Linn County shall provide a quarterly utilization report. If actual units of service exceed an average of three units of service per day during the quarter, minus the refund units of service, Johnson County will reimburse Linn County at the rate of $200.00 per unit, for the difference between the advance payment units of service minus the refund payment units of service and the actual units of service provided.

11. All medical expenses for youth being held for the Johnson County Sheriff will be billed to Johnson County Social Services. The 6th Judicial District Juvenile Court Services pays medical expenses (medications, doctor appointments, etc…) for youth placed in the Linn County Juvenile Detention Center under juvenile jurisdiction. Should Juvenile Court Services discontinue payment for such medical expenses, Johnson County Social Services will be responsible for payment of medical services for all youth placed in the center.

12. Communications relating to the interpretation and/or application of this Agreement shall be between the Director, Linn County Juvenile Detention & Diversion Services and the Johnson County Social Services Director. Amendments to this Agreement may only be accomplished by written instrument duly executed by the parties.

13. This Agreement shall be non-cancelable during the term of the Agreement except for cause. Cause shall be defined as:

a. Failure by either party to substantially perform its duties under this Agreement.

b. A determination by either party that funds are unavailable for continued performance of this Agreement.
14. All notices or other communications between the parties, regarding a) or b) above shall be in writing and shall be either personally delivered or mailed to the Chairperson of the respective Board of Supervisors.

LINN COUNTY, IOWA

BY: ___________________________
Chairperson, Linn County Board of Supervisors

JOHNSON COUNTY, IOWA

BY: ___________________________
Chairperson, Johnson County Board of Supervisors

STATE OF IOWA ) ) ss:
COUNTY OF LINN )

On this _____ day of ______________________, _______, before me, the undersigned, a Notary of Public in and for said County and State, personally appeared __________________________, to me personally known, who being by me duly sworn, did say that __________ is the Chairperson of Linn County, Iowa, executing the within and foregoing instrument; that said instrument was signed on behalf of said County by authority of its Board of Supervisors; and that the said __________________________, as such Chairperson, acknowledged the execution of said instrument to be the voluntary act and deed of said County, by it and by __________ voluntarily executed.

NOTARY PUBLIC, STATE OF IOWA

STATE OF IOWA ) ) ss:
COUNTY OF JOHNSON )
On this 30th day of May 2019, before me, the undersigned, a Notary of Public in and for said County and State, personally appeared

Lisa Green-Douglas, to me personally known, who being by me duly sworn, did say that she is the Chairperson of Johnson County, Iowa, executing the within and foregoing instrument; that said instrument was signed on behalf of said County by authority of its Board of Supervisors; and that the said Lisa Green-Douglas, as such Chairperson, acknowledged the execution of said instrument to be the voluntary act and deed of said County, by it and by her voluntarily executed.

Michael H. Hensch
NOTARY PUBLIC, STATE OF IOWA

MICHAELO H. HENSCH
COMMISSION NUMBER 704787
MY COMMISSION EXPIRES
August 23, 2021
LEASE AGREEMENT
OFFICE SPACE

THIS LEASE AGREEMENT, made and entered into this 12th day of June, 2019, by and between Linn County, ("Landlord") whose address for the purpose of this Lease is 935 2nd Street SW, Cedar Rapids, Iowa 52404, and Prospect Meadows, Inc., ("Tenant") whose address for the purpose of this Lease is 1890 County Home Road, Marion, Iowa 52302.

WITNESS THAT:

1. PREMISES AND TERM. The Landlord, in consideration of the rents herein reserved and of the agreements and conditions herein contained, on the part of the Tenant to be kept and performed, leases unto the Tenant and Tenant hereby rents and leases from Landlord, according to the terms and provisions herein, the following described real estate, situated in Linn County, Iowa, to-wit:

A part of the building upon the real estate located at 1890 County Home Road, Marion, Iowa, known as the “Linn County Engineering Building”, totaling 545.96 sq. feet, more or less, and shown more specifically in attached Exhibit “A”.

with the buildings and improvements thereon and all rights, easements and appurtenances thereto belonging and all personal property and fixtures contained within the leased space of the Engineering Building for a term of One (1) year, commencing at midnight on the day previous to the first day of the lease term, which shall be on the first day of July, 2019, and ending at midnight on the last day of the lease term which shall be the last day of June, 2020, upon the condition that the Tenant pays rent therefore, and otherwise performs as in this Lease provided.

2. RENTAL. Tenant agrees to pay Landlord as rental for said term, as follows: Three Thousand Six Hundred Dollars ($3,600) for the term of this agreement, payable in advance in twelve (12) equal monthly payments, the first payment becoming due on July 1, 2019, and the same amount per month, in advance, on the first day of each month thereafter.

All sums shall be paid at the address of the Landlord, as above designated, or at such other place in Iowa, as the Landlord may, from time to time, previously designate in writing.

3. POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to the Landlord at the time and date of the close of this Lease term, except as herein otherwise expressly provided.

4. USE OF THE PREMISES. Tenant covenants and agrees during the term of this Lease to use and occupy the leased premises only for the purpose of office space for Tenant’s development and operation of baseball and softball fields on property leased from Landlord. In addition to the use of the leased space as described in this lease, Tenant may also from time to time use conference space adjacent to the leased space, as shown on Exhibit “A”, at no charge.

5. QUIET ENJOYMENT. Landlord covenants that its estate in said premises is fee simple and that the Tenant on paying the rent herein reserved and performing all the agreements by the Tenant to be performed as provided in this Lease, shall and may peaceably have, hold and enjoy the demised premises for the term of this Lease free from molestation, eviction or disturbance by the Landlord or any other persons or legal entity whatsoever.

Landlord shall have the right to mortgage, sell or transfer the title of all of its rights, title, and interest in said premises at any time without notice, subject to this Lease.
6. CARE AND MAINTENANCE OF PREMISES. (a) Tenant takes said premises in their present condition except for such repairs and alterations as may be expressly herein provided.

(b) Landlord will keep the roof, foundation, structural part of the floor, walls, windows, casings, glass and other structural parts of the building in good repair and will make necessary repairs to the plumbing, the water and sewer pipes, the electrical wiring, and the air conditioning and heating systems equipment. Landlord shall provide necessary repairs to the adjacent sidewalks and parking lot. Landlord shall provide trash removal, grounds upkeep, and snow and ice removal.

(c) Tenant shall, after taking possession of said premises and until the termination of this Lease and the actual removal from the premises, at its own expense, care for and maintain said premises in a reasonably safe and serviceable condition, except for those items designated in paragraph (b) above. Tenant will not permit nor allow said premises to be damaged or depreciated in value by any act or negligence of the Tenant, its agents, employees, patients or invitees. Tenant shall furnish its own interior decoration, however no structural alterations shall be made without the prior approval of the Landlord. Replacement of floor coverings shall be a shared responsibility between Landlord and Tenant. Tenant and Landlord shall mutually decide any issues as to type or style and shall determine cost sharing prior to any proposed replacement.

(d) Tenant will make no unlawful use of said premises and agrees to comply with all valid regulations of the Linn County Board of Health, County ordinances, the laws, rules and regulations of the State of Iowa and the federal government, but this provision shall not be construed as creating any duty by Tenant to members of the general public.

(e) Tenant shall immediately notify the Linn County Facilities Manager of any emergency repair needed of the items enumerated in paragraph 6(b) of this agreement.

7. UTILITIES AND SERVICES. Tenant, during the term of this Lease, shall pay, before delinquency, all charges for its use of telephones and internet services. All other utilities and services shall be provided at the expense of the Landlord.

8. SURRENDER OF PREMISES AT END OF TERM - REMOVAL OF FIXTURES. (a) Tenant agrees that upon the termination of this Lease, it will surrender, yield up and deliver the leased premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant.

(b) Continued possession by the Tenant, beyond the last date of the term of this Lease, coupled with the receipt by the Landlord of the specified rent (and absent a written agreement by both parties for an extension of this Lease, or for a new Lease) shall constitute a month-to-month extension of this Lease.

9. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease nor sublet all or any portion of the premises, nor permit the use of all or any part of the premises by persons other than Tenant, its employees and agents and invitees, without the prior written consent of Landlord, and any such assignment, sublease, or permission without such consent shall be void, and at the option of Landlord, shall terminate this Lease.

10. INSURANCE. (a) Tenant agrees to have in force on the date of occupancy, and to keep in force thereafter for the term of this Lease, fire and extended coverage insurance on the premises in which it has an interest and the personal property located thereon. Said insurance shall be in an amount reasonably calculated to provide for replacement of the premises and its contents. Tenant shall provide proof of insurance to the Landlord.

(b) Except as to any negligence of the Landlord, arising out of any obligation of the Landlord under this Lease, the Tenant agrees to protect, indemnify, and save harmless the Landlord from and against any loss, claim or liability from personal injury, death, or property damage arising or occurring upon or in connection with the leased premises or by reason of the Tenant's occupancy and use of the premises.
(c) Tenant will not do or permit the doing of any act which would vitiate any insurance, or increase the insurance rates in force upon the real estate improvements on the premises or upon any personal property of the Tenant upon which the Landlord by law or by the terms of this Lease, has or shall have a lien.

(d) Tenant shall maintain general liability insurance, naming the County as an additional insured, in an amount not less than One Million Dollars ($1,000,000). Tenant shall provide proof of insurance to the Landlord.

11. FIRE AND CASUALTY. PARTIAL DESTRUCTION OF PREMISES. (a) In the event of a partial destruction or damage of the leased premises, which is a business interference, that is, which prevents the conducting of a normal business operation and which damage is reasonably repairable within sixty (60) days after its occurrence, this Lease shall not terminate but the rent for the leased premises shall abate during the time of such business interference.

(b) ZONING. Should the zoning ordinance of Linn County make it impossible for Landlord using diligent and timely effort to obtain necessary permits and to repair and/or rebuild so that Tenant is not able to conduct its business on the premises, then partial destruction shall be treated as a total destruction as in the next paragraph provided.

(c) TOTAL DESTRUCTION OF BUSINESS USE. In the event of a destruction or damage of the leased premises including the parking area so that Tenant is not able to conduct its business on the premises or the then current legal use for which the premises are being used and which damages cannot be repaired within sixty (60) days, this Lease may be terminated at the option of either Landlord or Tenant. Such termination in such event shall be effected by written notice of one party to the other. Tenant shall surrender possession within ten (10) days after such notice issues, and each party shall be released from all future obligations hereunder, Tenant paying rental pro rata only to the date of such destruction. In the event of such termination of this Lease, Landlord, at its option, may rebuild or not, according to its own wishes and needs.

12. TERMINATION OF LEASE AND DEFAULTS OF TENANT. Either party to this Lease shall have the right to terminate the Lease for any reason upon giving sixty (60) days prior notice in writing. In the event the "Agreement" incorporated herein is terminated, this Lease shall terminate on the same date and time as termination of the "Agreement" occurs.

13. RIGHTS CUMULATIVE. The various rights, powers, options, elections, and remedies of either party, provided in this Lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies, or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as default remains in any way unremedied, unsatisfied, or undischarged.

14. INSPECTIONS. The Landlord has the right to inspect the premises at reasonable times in order to fulfill its obligations and responsibilities to the taxpayers of Linn County and for the purpose of insuring that provisions of this Lease are performed by the Tenant. The right of inspection of the premises shall not be construed to reserve any right to the County for administrative management of the premises during the term of the Lease.

15. NOTICE AND DEMANDS. Notices as provided for in this Lease shall be given to the respective parties hereto at the respective addresses designated on page one of this Lease unless either party notifies the other in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this Lease when sent, addressed as above designated, postage prepaid, by registered or certified mail, return receipt requested, by United States mail and so deposited in a United States mailbox.

16. PROVISIONS TO BIND AND BENEFIT SUCCESSOR, ASSIGNS, ETC. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.
17. **CHANGES TO BE IN WRITING.** None of the covenants, provisions, terms, or conditions of this Lease to be kept or performed by Landlord or Tenant shall be in any manner modified, waived, or abandoned, except by a written instrument duly signed by the parties and delivered to the Landlord and Tenant.

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

19. **AUTHORIZATION.** Each party to this Agreement represents and warrants to the other that:

   (a) It has the right, power, and authority to enter into and perform its obligations under this Agreement.

   (b) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation upon itself and in accordance with its terms.

**IN WITNESS WHEREOF,** the parties hereto have duly executed this Lease in duplicate on the day and year first above written.

**LINN COUNTY, IOWA**

**PROSPECT MEADOWS, INC.**

Stacey Walker, Board of Supervisors Chairperson
Linn County Board of Supervisors

Jack Roeder, President

STATE OF IOWA  
)  
) ss:

COUNTY OF LINN  
)

On this ______ day of ______________, 2019, before me the undersigned, a Notary Public in and for said County and State, personally appeared Stacey Walker, to me personally known, who being by me duly sworn, did say that he is the Chairperson of the Board of Supervisors, Linn County, Iowa, executing the within and foregoing instrument; that said instrument was signed on behalf of said County by authority of its Board of Supervisors; and that he, as such Chairperson acknowledged the execution of said instrument to be the voluntary act and deed of said County, by it and by him voluntarily executed.

**NOTARY PUBLIC, STATE OF IOWA**

STATE OF IOWA  
)  
) ss:

COUNTY OF LINN  
)

On this ______ day of ______________, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jack Roeder, to me personally known, who being by me duly sworn, did say that he is the President of Prospect Meadows, Inc., executing the foregoing instrument; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that he as principal officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

**NOTARY PUBLIC, STATE OF IOWA**
Space A: 12' x 9.83" = 117.96 sq. ft.
Space B: 13.2' x 12' = 158.00 sq. ft.
Space C: 10.5' x 12' = 126.00 sq. ft.
Space D: 12' x 12' = 144.00 sq. ft.
Total Leased Space = 545.96 sq. ft.
APPROVAL FOR ENCROACHMENT
INTO RIGHT-OF-WAY
City of Cedar Rapids, Iowa

WHEREAS, LINN COUNTY, IOWA, (hereinafter referred to as OWNER) of 1019 7th Street SE also known as Block 17, Carpenter’s Third Addition to the Town of Cedar Rapids, Linn County, Iowa, (GPN# 14272-52001-00000), have requested approval from the City of Cedar Rapids, Iowa (hereinafter referred to as CITY) to encroach into the public right-of-way for the purpose of snowmelt systems to be installed in sections of sidewalk along the 6th Street SE, 7th Street SE and 11th Avenue SE within the most critical sections of sidewalk that lead to the most used building entrances. The snowmelt systems will measure 382 sq. feet at the corner of 6th Street SE and 10th Avenue SE, 148 sq. feet along 6th Street SE, 15 sq. feet along 7th Street SE and 892 sq. feet along 11th Avenue SE, see Exhibit A, now therefore,

BE IT RESOLVED BY THE CITY OF CEDAR RAPIDS, IOWA, that said request, is approved subject to the following conditions:

1. That the OWNER will defend, indemnify and save harmless the CITY, from all liability and claims or causes of action for property damage or bodily injury that may in any way arise out of or be directly or indirectly connected with or incidental thereto.
2. That any future request for modifications to the property will be subject to requirements of the Municipal Code and at such time as the CITY may implement a public improvement project along 6th Street SE, 7th Street SE and 11th Avenue SE, the OWNER agrees to reconstruct the snowmelt system sidewalk panels, if deemed necessary by the CITY.
3. That the OWNER shall maintain said snowmelt system sidewalk panels encroachment without cost to the CITY.
4. That said encroachments shall comply with all applicable CITY codes and procedures.
5. That the OWNER agrees to reconstruct the snowmelt system sidewalk panels encroachment at their own expense upon written notice from the City Manager or designated person.
6. That the OWNER will maintain said snowmelt system sidewalk panels encroachment in a manner that does not in any way, at any time, adversely impact the safety and flow of pedestrians or vehicular traffic.
7. That the City Building Services Department and the Public Works Department are authorized to issue any necessary permits subject to the conditions stated.
8. This encroachment shall be binding upon the administrators, executors, heirs, successors, and assigns, of the OWNER.
9. The OWNER agrees to pay the recording fees to the CITY for this encroachment.
10. **EXECUTION BY COUNTERPARTS AND ELECTRONIC SIGNATURES** This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original and which together shall constitute one and the same instrument. In addition, the parties agree that this Agreement may be executed by electronic, pdf or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

**BE IT FURTHER RESOLVED** that this Approval for the Encroachment into Right-of-Way shall be recorded in the Office of the Linn County Recorder and thereafter filed with the City of Cedar Rapids Finance Director.

**Recommended for Approved by:**
Rita Rasmussen
Real Estate Services Manager

**Recommended for Approved by:**
Randy Hartman
Contracts Manager

**Approved by:**
Jeffrey A. Pomeranz
City Manager

**Attest:**
Amy Stevenson
City Clerk

We hereby agree to the terms and conditions set out in the foregoing Approval and specifically agree to defend, indemnify and hold the CITY harmless from any and all damages or claims for damages that might arise or accrue by reason of the granting of the petition and the approval conditions.

Dated this ______ day of ________ 2019.

LINN COUNTY IOWA
935 Second Street SW
Cedar Rapids, IA 52404
Property located at: 1019 Seventh Street SE
Cedar Rapids, Iowa, 52403

Stacey Walker, Chair
Linn County Board of Supervisors (Print)

Stacey Walker, Chair
Linn County Board of Supervisors (Signature)
SEVENTH STREET SE ENCROACHMENT AREA LEGAL DESCRIPTION

That part of the Seventh Street SE right-of-way lying adjacent to Block 17, Carpenter's Third Addition to the Town of Cedar Rapids, Linn County, Iowa, described as follows:

Commencing at the East corner of said Block 17;

thence North 38° 46’ 57” West 57.19 feet along the Northeasterly line of said Block 17 to the Point of Beginning;

thence continuing North 38° 46’ 57” West 7.33 feet along the Northeasterly line of said Block 17;

thence North 51° 18’ 12” East 2.00 feet;

thence South 38° 46’ 57” East 7.33 feet;

thence South 51° 18’ 12” West 2.00 feet to the Point of Beginning, containing 15 square feet.
ELEVENTH AVENUE SE ENCROACHMENT AREA LEGAL DESCRIPTION

That part of Block 17, Carpenter’s Third Addition to the Town of Cedar Rapids, Linn County, Iowa, and that part of the Eleventh Avenue SE right-of-way lying adjacent to said Block 17, described as follows:

Commencing at the South corner of said Block 17;

thence North 51° 06' 26" East 5.61 feet along the Southeasterly line of said Block 17 to the Point of Beginning and the beginning of a 19.00 foot radius non-tangent curve concave Northwesterly;

thence Northeasterly through a central angle of 10° 04' 40" an arc distance of 3.34 feet (chord bearing North 22° 27' 18" East 3.34 feet) to the beginning of a 25.00 foot radius curve concave Southeasterly;

thence Northeasterly through a central angle of 33° 41' 30" an arc distance of 14.70 feet (chord bearing North 34° 15' 43" East 14.49 feet);

thence North 51° 06' 26" East 31.89 feet;

thence North 38° 41' 48" West 1.20 feet;

thence North 51° 06' 26" East 20.00 feet;

thence South 38° 41' 48" East 1.20 feet;

thence North 51° 06' 26" East 33.12 feet;

thence South 38° 53' 34" East 6.00 feet;

thence South 51° 06' 26" West 85.01 to the beginning of a 19.00 foot radius curve concave Southeasterly;

thence Southwesterly through a central angle of 33° 41' 28" an arc distance of 11.17 feet (chord bearing South 34° 15' 43" West 11.01 feet) to the beginning of a 25.00 foot radius curve concave Northwesterly;

thence Southwesterly through a central angle of 33° 44' 15" an arc distance of 14.72 feet (chord bearing South 34° 17' 08" West 14.51 feet);

thence South 38° 41' 48" East 11.90 feet to the beginning of a 25.00 foot radius non-tangent curve concave Northwesterly;

thence Southwesterly through a central angle of 13° 55' 27" an arc distance of 6.08 feet (chord bearing South 59° 24' 41" West 6.06 feet);

thence North 38° 41' 48" West 11.03 feet;

thence South 51° 06' 26" West 14.75 feet to the beginning of a 25.00 foot radius non-tangent curve concave Northeasterly;

thence Westerly through a central angle of 15° 05' 57" an arc distance of 6.59 feet (chord bearing North 62° 55' 12" West 6.57 feet);

thence North 51° 06' 26" East 23.45 feet to the beginning of a 19.00 foot radius curve concave Northwesterly;

thence Northeasterly through a central angle of 23° 36' 52" an arc distance of 7.83 feet (chord bearing North 39° 18' 00" East 7.78 feet) to the Point of Beginning, containing 892 square feet.
SIXTH STREET SE ENCROACHMENT AREA #1 LEGAL DESCRIPTION

That part of the Sixth Street SE right-of-way lying adjacent to Block 17, Carpenter’s Third Addition to the Town of Cedar Rapids, Linn County, Iowa, described as follows:

Commencing at the West corner of said Block 17;

thence South 38° 41’ 48” East 12.60 feet along the Southwesterly line of said Block 17 to the Point of Beginning;

thence continuing South 38° 41’ 48” East 5.00 feet along the Southwesterly line of said Block 17;

thence South 51° 18’ 12” West 8.00 feet;

thence North 38° 41’ 48” West 19.56 feet;

thence South 50° 59’ 25” West 18.50 feet to the beginning of a 25.00 foot radius non-tangent curve concave Northeasterly;

thence Northwesterly through a central angle of 13° 55’ 27” an arc distance of 6.08 feet (chord bearing North 30° 54’ 06” West 6.06 feet);

thence North 50° 59’ 25” East 17.68 feet;

thence North 38° 41’ 48” West 17.68 feet to the beginning of a 25.00 foot radius non-tangent curve concave Southeasterly;

thence Northeasterly through a central angle of 13° 55’ 27” an arc distance of 6.08 feet (chord bearing North 43° 11’ 44” East 6.06 feet);

thence South 38° 41’ 48” East 39.09 feet;

thence North 51° 18’ 12” East 2.00 feet to the Point of Beginning, containing 382 square feet.

SIXTH STREET SE ENCROACHMENT AREA #2 LEGAL DESCRIPTION

That part of the Sixth Street SE right-of-way lying adjacent to Block 17, Carpenter’s Third Addition to the Town of Cedar Rapids, Linn County, Iowa, described as follows:

Commencing at the West corner of said Block 17;

thence South 38° 41’ 48” East 53.89 feet along the Southwesterly line of said Block 17 to the Point of Beginning;

thence continuing South 38° 41’ 48” East 73.30 feet along the Southwesterly line of said Block 17;

thence South 51° 18’ 12” West 2.00 feet;

thence North 38° 41’ 48” West 74.18 feet to the beginning of a 10.00 foot radius non-tangent curve concave Southeasterly;

thence Northeasterly through a central angle of 12° 32’ 33” an arc distance of 2.19 feet (chord bearing North 75° 01’ 56” East 2.18 feet) to the Point of Beginning, containing 148 square feet.

6TH STREET SE ENCROACHMENT AREAS

SCALE: 1’=30’
PORTLAND CEMENT CONCRETE (PCC) PAVEMENT
INSULATION BOARD (ONLY WHERE SNOWMELT SYSTEM IS SPECIFIED)
GRANULAR BASE MATERIAL (SEE NOTES)
SCARIFIED & RECOMPACTED SUITABLE SUBGRADE SOIL
SUITABLE SUBGRADE SOIL (NATIVE)

NOTES:
1. THIS SECTION SHOWS THE PAVEMENT IN A TYPICAL CUT AREA. WHEN IN A FILL AREA, PLACE COMPACTED ENGINEERED FILL BETWEEN THE GRANULAR BASE LAYER AND THE SCARIFIED & RECOMPACTED SUITABLE SUBGRADE SOIL LAYER.
2. GRANULAR BASE MATERIAL SHALL MEET THE REQUIREMENTS SECTION 4123 (MODIFIED GRANULAR SUBBASE, GRADATION NO. 14) OF THE IOWA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, LATEST EDITION.
4. THE 2" INSULATION BOARD SHALL ONLY BE USED FOR THOSE SECTIONS OF SIDEWALK PAVEMENT THAT IS TO BE INSTALLED WITH A SNOWMELT SYSTEM. REFER TO THE MECHANICAL PLANS FOR THE DR. PERCY & LILEAH HARRIS BUILDING FOR FURTHER INFORMATION ABOUT THE INSULATION.
5. ALL SIDEWALKS, EXCEPT THOSE SECTIONS OF WALK THAT CROSS DRIVEWAYS, SHALL BE 5" THICK PCC. PORTIONS OF SIDEWALKS THAT CROSS DRIVEWAYS SHALL BE CONSTRUCTED WITH THE SAME THICKNESS PCC AS THE DRIVEWAY.

5 TYPICAL PCC SIDEWALK WITH SNOWMELT SYSTEM PAVEMENT SECTION
NOT TO SCALE

EXHIBIT A - RIGHT-OF-WAY ENCROACHMENT EXHIBIT
DR. PERCY & LILEAH HARRIS BUILDING
1019 SEVENTH STREET SE
CEDAR RAPIDS, IA 52401

DRAWN: TRED S.
APPROVED: TRED S.
ISSUED FOR REVIEW
DATE: 06/03/2019
PROJECT NO.: 16052
### Linn County Historic Preservation Commission
**FY20 Grant Program Funding Recommendations**

<table>
<thead>
<tr>
<th>APPLICANT</th>
<th>PROJECT TITLE</th>
<th>REQUESTED</th>
<th>HPC FUNDING RECOMMENDATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central City Historical Society</td>
<td>Replacement of Sawyer Sleeping Porch Windows and Repair/Replacement of Door</td>
<td>$5,956</td>
<td>$5,308</td>
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<tr>
<td>Alburnett Community Historical Society</td>
<td>NRHP Nomination of the Rockwood/IOOF Building at 106 S Main Avenue, Alburnett Iowa</td>
<td>$3,000</td>
<td>$3,000</td>
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<tr>
<td>Genealogical Society of Linn County</td>
<td>Scanning Court Records 1849-1857</td>
<td>$1,000</td>
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<tr>
<td>Brucemore</td>
<td>Preservation of Unique Interior Roof Features</td>
<td>$5,000</td>
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<tr>
<td>Coggon Area Betterment Association</td>
<td>Window of Opportunity: Phase 1</td>
<td>$7,400</td>
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<tr>
<td>Iowa Music &amp; Arts Association</td>
<td>Preserving Cedar Rapids Drum &amp; Bugle Corps History</td>
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<tr>
<td>African American Museum of Iowa</td>
<td>Unearthing Oral Histories</td>
<td>$3,550</td>
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<tr>
<td>Coggon Community Historical Society</td>
<td>Storeroom Windows Replacement</td>
<td>$942</td>
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<tr>
<td>Linn County Historical Society, d.b.a. The History Center</td>
<td>Community exhibit cases to highlight unique artifacts and elements of Linn County</td>
<td>$3,632</td>
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<tr>
<td>Uptown Marion Main Street</td>
<td>Virtual Reality Historic Tour</td>
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<tr>
<td>City of Marion</td>
<td>McGowan House</td>
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<tr>
<td>Save CR Heritage</td>
<td>Software Subscription</td>
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<tr>
<td>Granger House Victorian Museum</td>
<td>Roof Restoration</td>
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<td>Lisbon History Center Foundation</td>
<td>Historical Preservation Collecting</td>
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<td><strong>TOTAL</strong></td>
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<td>$75,911</td>
<td>$28,800</td>
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</table>
Agreement Between Nyhart, and:

Client Name: Linn County  
Primary Contact Name: Dawn Jindrich  
Primary Contact Address: 935 Second Street SW  
           Cedar Rapids, IA 52404-2100  
Primary Contact Phone: (319) 892-5116  
Primary Contact Fax: (319) 892-5009  
Primary Contact Email: Dawn.Jindrich@linncounty.org

Services to be provided by Nyhart

All services to be provided by Nyhart are subject to your full cooperation and prompt submission of complete and accurate information. Nyhart will rely on any and all information that you provide pursuant to this Agreement and on file at our office as to accuracy and completeness. Nyhart will have no responsibility to verify such information and no liability for errors or omissions as a result of relying on such information, except to the extent required by generally accepted professional standards and practices. Nyhart is not a law firm or a public accounting firm and does not provide legal or tax advice.

For the fiscal year ending June 30, 2019, Nyhart will provide the following actuarial services:

- Interim GASB 75 report

Fees for services provided by Nyhart

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interim GASB 75 actuarial update</td>
<td>$2,000</td>
</tr>
</tbody>
</table>

If a GASB results breakdown by employee groups is required additional fees will apply. The additional cost will be a 10% of project fee increase for a two group breakdowns plus an additional 1% for each extra group breakdown requested. The additional fee will be limited to 1/3 of the current year’s fees.

The fee for the interim GASB 75 report will be revised if there have been any significant events subsequent to our last full update. Examples of significant events include, but are not limited to, large premium rate and enrollment changes, material benefit design amendments, and participant contribution policy modification.

Client will be invoiced prior to the beginning of the project for 50% of the above fee(s). The remainder of the fee shall be invoiced upon completion of services.

Please select the method of delivery of your invoice:

- [ ] I would like my invoice sent electronically to the primary contact’s email address.
- [ ] I would like my invoice sent via regular mail to the attention of the primary contact at the address shown on the first page.

For an alternative invoice recipient, please provide their information below. If this section is left blank, we will send the invoice to the primary contact’s email address on file or address shown above.
Invoice recipient name

Invoice recipient email address

Invoice recipient address

There will be additional fees for revisions to preliminary or final results that are due to:

- Incorrect information provided to us, typical examples include to material changes to census data, changes to eligibility requirements or employer subsidies. The additional fee will be limited to 1/3 of the current year’s fee for this type of revision.
- Changes to actuarial assumptions requested by the client that are expected to need more than four hours of labor to update the results. The additional fee will be based on billed labor in excess of four hours at our current hourly rates.

Additional services available if requested by Client

In addition to GASB 75 services, Nyhart offers the following additional services. Fee estimates will be provided upon request. Please visit www.nyhart.com or contact your Nyhart consultant for more information.

- Health Care Reform financial impact consulting
- Actuarial Value and Minimum Value determination
- Section 105(h) non-discrimination testing
- Iowa 509A actuarial certification
- Calculation of self-funded and COBRA premium rates
- Incurred But Not Reported (IBNR) Reserve calculations
- Medicare Part D Attestation
- What-if Modeling for health plan design and carrier changes
- Defined Benefit & Pension consulting and administration
- Defined Contribution, 401(k) & 403(b)
- Flex Accounts – FSA, HRA, & HSA consulting and administration

Relationship of the Parties

The legal relationship between Client and Nyhart shall be exclusively that of principal and agent. The parties hereto specifically agree and acknowledge that Nyhart shall not:

- Have discretionary authority over any aspect of the Plan;
- Be a fiduciary;
- Be responsible for ensuring that the Plan complies with any requirement to which the Plan is subject, or be liable to the Plan, Client, or any person if the Plan fails to comply with any such requirement;
- Have any duty or authority to enforce the payment of any contribution owed under the Plan;
- Be responsible for the adequacy of the trust established as part of the Plan, or be liable for any benefits owed under the Plan;
- Exercise discretion as to any Plan function; or
- Have any obligation to perform any service not specified in this Agreement or otherwise agreed to in writing by the parties (regardless of whether such service may be considered “customary” services to be provided by Nyhart).

Client agrees that Nyhart shall use all information and data supplied by or on behalf of the Client without having independently verified the accuracy or completeness of it except to the extent required by generally accepted professional standards and practices. If any documentation or information supplied to Nyhart at any time is incomplete,
inaccurate or not up-to-date, or its provision is unreasonably delayed, Nyhart will not be responsible for any delays or liability arising therefrom, and will be entitled to charge the Client in respect of any resulting additional work actually carried out.

The Client further understands that the failure to provide, or cause to provide, complete, accurate, up-to-date, and timely documentation and information to Nyhart, whether intentional or by error, could result in an impairment of Nyhart’s services.

**Client Responsibilities and Representations**

The Client has general responsibilities with respect to the Plan, including

- Providing all information required by Nyhart to perform its services under this Agreement on a timely basis;
- Serving as fiduciary for the Plan;
- Communicating Plan details to employees and answering employee questions;
- Ensuring adequate funding of the Plan; and
- Authorizing plan disbursements and ensuring accuracy of information provided.

**Dispute Resolution**

Nyhart and Client agree that before commencing any action or proceeding with respect to any dispute between the parties arising out of or relating to this Agreement or the Services they first shall attempt to settle such dispute through consultation and negotiation in good faith and in a spirit of mutual cooperation. Any such dispute will be submitted in writing to a panel of one (1) senior executive or official of each of Nyhart and Client, who will promptly meet and confer in an effort to resolve such dispute. Each party’s representative will be identified by notice to the other, and may be changed at any time thereafter by notice to the other. Any mutually agreed decisions of the executives will be final and binding on the parties. In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, either party may then refer such dispute to mediation by a mutually acceptable mediator to be chosen by Nyhart and Client within forty-five (45) days after written notice by either party demanding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. All communications and discussions in furtherance of this paragraph shall be treated as confidential settlement negotiations, which are not subject to discovery. The costs of the mediator shall be shared equally, but each party shall pay its own attorneys’ fees.

Any dispute which cannot be resolved between the parties through negotiation, mediation or other form of alternative dispute resolution within six months of the date of the initial demand for mediation by one of the parties may then be submitted to a court of competent jurisdiction. To facilitate an expeditious and economical judicial resolution of such dispute, Nyhart and Client agree to waive and not to demand a trial by jury, and not to include any employee, officer, director or trustee of either as a party, in any action, proceeding or counterclaim relating to such dispute. Nothing in this section will prevent either party from resorting to judicial proceedings if interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others. Any claim, action or proceeding against Nyhart will be barred unless Client initiates the dispute resolution procedures outlined below within one year of first discovering the act, error or omission that is the basis for such claim.

**Indemnification and Limitation of Liability**

The liability of Nyhart, in tort, contract or otherwise, to Client, a Plan and the officers, directors, trustees, employees or shareholders of any of them, and to any other third party, for all claims arising in connection with or contributed to by this Agreement and the Services (including without limitation multiple claims arising out of or based upon the same act, error or omission, or series of continuous, interrelated or repeated acts, errors or omissions) shall not include loss of profit or incidental, consequential, indirect, punitive or similar damages and shall be further limited to the amount of fees for Services received by Nyhart under this Agreement for the twelve (12) months immediately preceding the act, error or omission upon which such liability is based. Nothing in this paragraph shall apply to any liability which has been finally
determined to have arisen from willful misconduct or fraud on the part of Nyhart or which cannot lawfully be limited, modified or excluded.

Client shall indemnify Nyhart from and against any and all claim, loss, liability or damage (including attorney’s fees) which Nyhart may incur by reason of its good faith service delivery to Client.

Nyhart shall indemnify the Client from and against any and all claim, loss, liability or damage (including attorney’s fees) which the Client may incur: (i) arising out of any material breach by Nyhart of any of its material obligations, representations or warranties contained in this Agreement; or (ii) arising out of Nyhart’s negligence, gross negligence or willful, fraudulent, or criminal misconduct associated with its performance of services under this Agreement. The parties further recognize that clerical errors and variations may occur. When discovered, they will be corrected or adjusted by Nyhart, in accordance with its normal procedures, to the extent reasonable and possible.

Acceptance

The items and conditions of this Agreement are agreed to and accepted by Client on behalf of the Plan. This Agreement is effective only when signed by all parties.

Linn County

By: ________________________________

Printed Name: ________________________________

Date: ________________________________

Nyhart

By: ________________________________

Printed Name: ________________________________

Date: ________________________________
June 3, 2019

Ms. Dawn Jindrich, Finance Director
Board of Supervisors
County of Linn, Iowa
Administrative Office Building
935 2nd Street SW
Cedar Rapids, IA 52404

The following represents our understanding of the services we will provide to the County of Linn, Iowa (County).

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the County, as of June 30, 2019, and for the year then ending, and the related notes to the financial statements, which collectively comprise the County’s basic financial statements. In addition, we will audit the entity’s compliance over major federal award programs for the period ending June 30, 2019. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity’s major federal award programs.

Accounting principles generally accepted in the United States of America require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management’s responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be aucited:

1. Management’s Discussion and Analysis.
2. Budgetary Comparison Schedule.
3. Schedule of the County’s Proportionate Share of the Net Pension Liability.
4. Schedule of County Contributions (Pension).
5. Schedule of Changes in County’s Total OPEB Liability and Related Ratios.
Supplementary information other than RSI will accompany the County’s basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:


Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

1. Introductory Section – No opinion or any assurance provided.
2. Statistical Tables – No opinion or any assurance provided.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management’s responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors’ reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.
Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and, if applicable, in accordance with any state or regulatory audit requirements. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and Government Auditing Standards of the Comptroller General of the United States of America and/or state or regulatory audit requirements. Please note that the determination of abuse is subjective and Government Auditing Standards does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity’s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the County’s basic financial statements. Our report will be addressed to the governing body of the County. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.
In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report on compliance for each major federal program and report on internal control over compliance required by the Uniform Guidance upon completion of our audit.

**Audit of Major Program Compliance**

Our audit of the County’s major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance; and will include tests of accounting records, a determination of major programs in accordance the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity’s major programs. The purpose of those procedures will be to express an opinion on the entity’s compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity’s major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity’s major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

**Other Services**

We will provide other nonattest services related to completion of the auditee’s Data Collection Form. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

**Management Responsibilities**

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:
1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance requirements;
4. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
5. For maintaining records that adequately identify the source and application of funds for federally funded activities;
6. For the design, implementation, and maintenance of internal control over federal awards;
7. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
8. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal awards programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal awards programs;
9. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
   a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
   b. Additional information that we may request from management for the purpose of the audit; and
   c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work.
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With respect to any nonattest services we perform, including completion of the auditee’s portion of the Data Collection Form, the County’s management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit, including your understanding of your responsibilities as defined in this letter to us in your management representation letter.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers’ proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.
Fees and Timing

Brian Unsen is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit in June 2019.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered monthly and are payable upon presentation. We agree that our gross fee, including expenses, for the audit will not exceed $58,000. We will notify you immediately of any circumstances we encounter that could significantly affect this fee. Whenever possible, we will attempt to use the County’s personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm’s performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney’s fees will be added to the amount due.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Eide Bailly LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to the State and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP’s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor’s report to the date the financial statements are issued.
At the conclusion of our audit engagement, we will communicate to the Board of Supervisors the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management’s consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

*Government Auditing Standards* require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

**DISPUTE RESOLUTION**

The following procedures shall be used to resolve any disagreement, controversy or claim that may arise out of any aspect of our services or relationship with you, including this engagement, for any reason (“Dispute”). Specifically, we agree to first mediate.

**Mediation**

All Disputes between us shall first be submitted to non-binding mediation by written notice (“Mediation Notice”) to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediator will be selected by mutual agreement, but if we cannot agree on a mediator, one shall be designated by the American Arbitration Association (“AAA”).

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Mediation will be conducted with the parties in person in Dubuque, Iowa.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Either party may commence suit on a Dispute after the mediator declares an impasse.
INDEMNITY

You agree that none of Eide Bailly LLP, its partners, affiliates, officers or employees (collectively “Eide Bailly”) shall be responsible for or liable to you for any misstatements in your financial statements that we may fail to detect as a result of knowing representations made to us, or the concealment or intentional withholding of information from us, by any member of the Board of Supervisors, elected officials, officers or employees, whether or not they acted in doing so in your interests or for your benefit, and to hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys’ fees from any such misstatement, provided that the services performed hereunder were performed in accordance with professional standards, in all material respects.

If a claim is brought against you by a third-party that arises out of or is in any way related to the services provided under this engagement, you agree to indemnify Eide Bailly LLP, its partners, affiliates, officers and employees, against any losses, including settlement payments, judgments, damage awards, punitive or exemplary damages, and the costs of litigation (including attorneys’ fees) associated with the services performed hereunder provided that the services were performed in accordance with professional standards, in all material respects.

ASSIGNMENTS PROHIBITED

You agree that you will not and may not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly LLP, its partners, affiliates, officers and employees, to any other person or party, or to any trustee, receiver or other third party.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,

[Signature]

Brian Unsen, Partner

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RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the County of Linn, Iowa by:

Name: ________________________________

Title: Chairperson

Date: ________________________________
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
VACANCY FORM

SELECT ONE:
- NEW POSITION
- NEW JOB CLASSIFICATION

JOB TITLE: Ryan White Medical Case Management Supervisor

DEPARTMENT: LCCS
VACANCY DATE: July 1, 2019

REASON TO ADD NEW POSITION (if applicable):
- BUDGET OFFER
- GRANT FUNDING
- OTHER: Department Size and growth warrants full time supervisor.

POST TO INSIDE: ☑ YES ☐ NO

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

NEW POSITION FUNDING SOURCE(S):
LCCS Department will have savings from recent retirements to be used to support this position

ADVERTISE: ☑ YES ☐ NO

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

APPROVED BY: [Signature] 8-31-19
DEPARTMENT HEAD (original signature required)

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:
PAY GRADE: ___________________ STARTING SALARY: ___________________
HR DIRECTOR COMMENTS: ________________________________
FINANCE/BUDGET DIRECTOR COMMENTS: ________________________________

APPROVED BY: [Signature] 6-31-19
HUMAN RESOURCES DIRECTOR
APPROVED BY: [Signature] 6/3/19
FINANCE/BUDGET DIRECTOR
APPROVED BY: [Signature]
CHAIRPERSON/BOARD OF SUPERVISORS
VACANCY FORM

SELECT ONE:
☐ NEW POSITION
☐ NEW JOB CLASSIFICATION

SELECT ONE:
☐ REPLACEMENT
REPLACES: Susan Liddell

☐ EXISTING JOB CLASSIFICATION

JOB TITLE: Family Transformations Services Supervisor

DEPARTMENT: LCCS

VACANCY DATE: July 1, 2019

SHIFT/HOURS: Full Time-1st Shift

NUMBER OF POSITIONS: 1

NEW POSITION FUNDING SOURCE(S):
LCCS Department will have savings from recent retirements to be used to support this position

POST TO INSIDE: ☑ YES  ☐ NO

ADVERTISE: ☑ YES  ☐ NO

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

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

APPROVED BY: 

DEPARTMENT HEAD (original signature required)  5-31-19

DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE:  STARTING SALARY:

HR DIRECTOR COMMENTS:

FINANCE/BUDGET DIRECTOR COMMENTS:

APPROVED BY: 

HUMAN RESOURCES DIRECTOR  6-3-19

DATE

APPROVED BY: 

FINANCE/BUDGET DIRECTOR  6/3/19

DATE

APPROVED BY: 

CHAIRPERSON/BOARD OF SUPERVISORS

DATE