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 the Veteran Affair monthly report for May 2019
Receive and place on file Sheriff’s Quarterly Report for January 1 to March 31, 2019, totaling $1,559,908.95

Resolutions
Resolution retroactively approving a proposed Temporary Use Permit, Case JTU19-0006, request by Karl Haible, owner, and West Linn Community Group, petitioner, for the Palo Mud Run event on June 15th, 2019, at 812 Iowa Ave.
Resolution to approve Land Preservation Parcel Split for Hogan’s Third Addition, Case JLPS18-0011

Contract and Agreements
Approve and authorize Chair to sign a Memorandum of Agreement between Linn County Community Services – Ryan White and Eastern Iowa Health Center for the establishment of Medical case management or medical care for HIV positive patients. The term of this MOA is effective beginning the date fully executed and continue for a one-year period unless terminated at an earlier date as set forth.

Approve and authorize Chair to sign the Linn County Preservation FY20 Grant Agreements with the grantees of the Historic Preservation Grant program as the Agreements signed by the grantees are received by Linn County. The Agreements are 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 **ADA Complementary Paratransit Service** between Linn County (LIFTS) and Cedar Rapids Transit (City of Cedar Rapids for Fiscal Year 2020 in the amount of $861,240.

Approve amendment to BPTC (Business Property Tax Credit) allowances approved by the Board of Supervisors 9/26/18 for AY2017 to include Parcel #19051-27008-00000.

**Licenses & Permits**

**Regular Agenda**

**Discuss and Decide on Consent Agenda**

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

Presentation by Trees Forever for economic and community development funding consideration.

Public hearing on proposed amended **28E Agreement** between Linn County and the City of Center Point for Construction Code Administration.

Discuss and decide on a resolution to enter into amended **28E Agreement** between Linn County and the City of Center Point for Construction Code Administration.

**Public Comment: Five Minute Limit per Speaker**
This is an opportunity for the public to address the board on any subject pertaining to board business.

**Claims**
Discuss and decide on claims.

**Board Member Reports**

**Correspondence**

**Appointments**

**Adjournment**

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncounty.org.
<table>
<thead>
<tr>
<th>Service Type</th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Walk Ins</td>
<td>295</td>
<td>322</td>
<td>181</td>
<td>300</td>
<td>370</td>
<td>262</td>
<td>278</td>
<td>228</td>
<td>208</td>
<td>202</td>
<td>175</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Director Appointments</td>
<td>46</td>
<td>46</td>
<td>34</td>
<td>43</td>
<td>48</td>
<td>24</td>
<td>37</td>
<td>12</td>
<td>42</td>
<td>33</td>
<td>37</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mtg/Outcalls Director</td>
<td>9</td>
<td>14</td>
<td>17</td>
<td>17</td>
<td>6</td>
<td>9</td>
<td>11</td>
<td>11</td>
<td>16</td>
<td>18</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outreach Meeting</td>
<td>5</td>
<td>9</td>
<td>6</td>
<td>14</td>
<td>9</td>
<td>7</td>
<td>8</td>
<td>5</td>
<td>6</td>
<td>6</td>
<td>9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outreach Veterans</td>
<td>19</td>
<td>11</td>
<td>12</td>
<td>18</td>
<td>11</td>
<td>7</td>
<td>9</td>
<td>31</td>
<td>10</td>
<td>35</td>
<td>13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WWII Veterans</td>
<td>16</td>
<td>18</td>
<td>17</td>
<td>13</td>
<td>17</td>
<td>9</td>
<td>15</td>
<td>17</td>
<td>13</td>
<td>13</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Korean Veterans</td>
<td>8</td>
<td>14</td>
<td>12</td>
<td>19</td>
<td>23</td>
<td>15</td>
<td>10</td>
<td>14</td>
<td>33</td>
<td>20</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vietnam Veterans</td>
<td>109</td>
<td>113</td>
<td>89</td>
<td>121</td>
<td>156</td>
<td>104</td>
<td>108</td>
<td>90</td>
<td>118</td>
<td>93</td>
<td>93</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gulf War</td>
<td>177</td>
<td>181</td>
<td>125</td>
<td>130</td>
<td>85</td>
<td>69</td>
<td>95</td>
<td>65</td>
<td>78</td>
<td>82</td>
<td>71</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Peacetime</td>
<td>83</td>
<td>90</td>
<td>65</td>
<td>60</td>
<td>85</td>
<td>65</td>
<td>49</td>
<td>42</td>
<td>83</td>
<td>89</td>
<td>67</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Homeless</td>
<td>2</td>
<td>3</td>
<td>2</td>
<td>2</td>
<td>3</td>
<td>1</td>
<td>0</td>
<td>2</td>
<td>3</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Food Pantry Assistance</td>
<td>145</td>
<td>147</td>
<td>120</td>
<td>259</td>
<td>144</td>
<td>122</td>
<td>120</td>
<td>101</td>
<td>69</td>
<td>91</td>
<td>105</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Claims Issued</td>
<td>18</td>
<td>10</td>
<td>43</td>
<td>38</td>
<td>28</td>
<td>24</td>
<td>39</td>
<td>29</td>
<td>15</td>
<td>21</td>
<td>51</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Client Appeals</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nursing Home Resident</td>
<td>0</td>
<td>64</td>
<td>55</td>
<td>93</td>
<td>63</td>
<td>68</td>
<td>59</td>
<td>74</td>
<td>75</td>
<td>61</td>
<td>65</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grave Markers</td>
<td>2</td>
<td>3</td>
<td>6</td>
<td>0</td>
<td>10</td>
<td>4</td>
<td>3</td>
<td>1</td>
<td>1</td>
<td>6</td>
<td>9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grave Registrations</td>
<td>17</td>
<td>14</td>
<td>24</td>
<td>23</td>
<td>43</td>
<td>13</td>
<td>33</td>
<td>15</td>
<td>14</td>
<td>12</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IVH Applications</td>
<td>3</td>
<td>2</td>
<td>7</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>2</td>
<td>3</td>
<td>0</td>
<td>2</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VAMC Applications</td>
<td>10</td>
<td>5</td>
<td>8</td>
<td>8</td>
<td>7</td>
<td>9</td>
<td>10</td>
<td>10</td>
<td>1</td>
<td>15</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VA Loan Eligibility</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medal Requests</td>
<td>3</td>
<td>2</td>
<td>2</td>
<td>3</td>
<td>2</td>
<td>2</td>
<td>3</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DD214/ 180</td>
<td>18</td>
<td>17</td>
<td>10</td>
<td>21</td>
<td>20</td>
<td>19</td>
<td>15</td>
<td>14</td>
<td>15</td>
<td>15</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IDOT Applications</td>
<td>16</td>
<td>15</td>
<td>14</td>
<td>18</td>
<td>19</td>
<td>10</td>
<td>8</td>
<td>5</td>
<td>11</td>
<td>12</td>
<td>8</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Approved Budget: $613,002.00
Appropriated Budget: $613,002.00
Total Expended Year-To-Date: $479,293.44
Cash Refunds: 0
SSI Reimbursement: 0
Budget Balance: $133,708.56

Chairman: [Signature]
Secretary: [Signature]
Member: [Signature]
Member: [Signature]
Member: [Signature]
SHERIFF’S QUARTERLY REPORT TO THE BOARD OF SUPERVISORS

January 1, 2019 to March 31, 2019

SERVICE FEES/MILEAGE $324,988.82
JUVENILE TRANSPORT $30,177.61
SEX OFFENDER REGISTRY $895.00
DRIVING RECORD FEES $5.50
REPRODUCTION (COPY) FEES $2,016.50
MISCELLANEOUS FEES $1,020.00
INTEREST $178.02
CARE OF PRISONERS $840,116.40
PRISONER RM/BRD 40% $43,591.53
WORK RELEASE FEES $28,154.00
JAIL COMMISSIONS $62,904.89
WEAPONS/PURCHASE PERMITS $33,216.05
COLLECTION OF FINES $192,644.63

QUARTERLY TOTAL $1,559,908.95

I, Brian D. Gardner, Sheriff of Linn County, Iowa, do hereby certify that the above report is correct of fees and mileage for county owned vehicles collected by me as Sheriff during the period therein specified.

Brian D. Gardner, Linn County Sheriff
Dated 6/10/19
WHEREAS, Karl Haible, owner; West Linn Community Group c/o Delmar Jellison, petitioner, Case JTU190006, has requested the Linn County Board of Supervisors’ permission to operate the Palo Mud Run, located at 812 Iowa Ave, Palo, Iowa located within the SW ¼ SW ¼ and the SE ¼ SW ¼ of 21-84-8.

AND WHEREAS, the temporary use application has been examined by the Linn County Board of Supervisors at a public meeting on June 19, 2019, all interested persons having been heard;

AND 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 outdoor event will be held on June 15th, 2019 at 812 Iowa Avenue, Palo, Iowa.

2. The event will include: mud racing, beer tent, and tents to be used as the security office and first aid station.

3. The Mud Run event is being held separate from the Palo Fund Days event, which is to be held at a later date.

4. The outdoor event will be held between the hours of 11:00 AM and 11:00 pm.

5. The event will host approximately 1000-1500 people.

6. The applicant will provide parking signs, 10 regular and 2 handicapped portable toilets, and 2 hand washing stations in addition to the restrooms at the ball field.

7. Food and beer will be available. Appropriate licensing, permits and insurance are required by various departments.

8. The property is currently zoned AG (Agricultural) and CNR (Critical Natural Resources), containing 38.82 acres, with approximately 21.4 acres of the two parcels to be used for the temporary use activity.
9. The subject parcel has a Rural Land Use Map designation of NMUSA (Non-Metro Service Area) and CNRA (Critical Natural Resources Area).

10. Estimated number of vehicles for the one day event is 500.

11. The number of parking spaces provided is 1500.

12. Parking for all vehicles will be provided on site. The applicant will provide two uniformed Linn County Sheriff deputies for security throughout event location on Saturday, June 15th from 11:00 AM to 11:00 PM.

LINN COUNTY PLANNING & DEVELOPMENT – Building Division

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

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

3. Accessible parking and access to the event site shall be provided.

LINN COUNTY ENGINEERING DEPARTMENT

1. Access shall be from existing entrances within the city limits of Palo.

2. No parking is allowed on Blairs Ferry Road.

3. Signs shall be placed in the city limits or on private property.

IOWA DEPARTMENT OF TRANSPORTATION

1. No conditions to be met.

LINN COUNTY HEALTH DEPARTMENT

1. Contact Linn County Public Health if selling food at the event.

2. Obtain required temporary food licenses from Linn County Public Health Dept. for the sale of food.

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

4. If a private well is used, it must be tested for coliform bacteria and nitrates.

LINN COUNTY SHERIFF’S OFFICE

1. An after-hour’s call list shall be supplied to the Linn County Sheriff’s Office for emergency situations.

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

3. Traffic control is to be provided by the applicant during operation. Traffic shall be maintained on Blairs Ferry Road at all times.
LINN COUNTY EMERGENCY MANAGEMENT

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

2. The applicant shall submit a Severe Weather Plan for approval by the Linn Co. Emergency Management Agency.

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 19 day of June, 2019.

Linn County Board of Supervisors

__________________________________
Chiar

__________________________________
Vice Chair

__________________________________
Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

__________________________________
Joel Miller, Linn County Auditor

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

___ Aye ___ Nay ___ Abstain 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
### Owner Information:
- **Owner**: Karl Haible
- **Address**: 812 Iowa Ave., Palo, IA 52324
- **Phone**: [Number redacted]

### Applicant Information:
- **Applicant**: West Linn Community
- **Address**: 202 Main St. P.O. Box 197
- **Address**: Palo, Iowa 52324
- **Phone**: 319-557-5105

### Property Information:
- **Property Address**: 812 Iowa Ave., Palo
- **Brief legal(s)**: SW 1/4 SW 1/4 SE 1/4 SW 1/4 21-84-8 SW NW
- **GPN(s)**: 12218302020000
- **Rural Land Use Map Designation**: NMN S A/C O N R A
- **Current Zoning**: A/C

### Submittal Requirements:
**See attached pages for additional submittal requirements.**

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

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

**Owner**: [Signatures]
**Applicant**: [Signatures]

**Date**: 6-10-19

**Case #**: JTUL9-00008
**Receipt #**: PD Case # 4/10/19
**Date Received**: JUN 10 2019

LINN COUNTY DEPARTMENT OF PLANNING & DEVELOPMENT
The following information shall be provided with the application:
Is the property located within a Flood Plain? ☑ YES ☐ NO

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

Temporary use period:
Beginning 6-15-19
Ending 6-15-19

Description of Proposed Use:

Mud Run

Days & Hours of Operation
11am - 11pm

Will a building or structure be used and what type?

N/A

Will there be a sign? Per Article V, section 107-94 (j) include dimension details and content.

On City Property

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

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

Estimated increase in vehicle trips per day 500

Type of vehicles using facility Personal Vehicles

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

Number of parking spaces provided 1500

The following documents shall be attached:
- Proof of Insurance
- Minor Site Plan — Same As Past
LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # ____________________

APPROVING A LAND PRESERVATION PARCEL SPLIT

WHEREAS, a Land Preservation Parcel Split of Hogan’s Third Addition (Case # JLPS18-0011) to Linn County, Iowa, containing three (3) lots, numbered lot 1, lettered lot A and outlot A has been filed for approval, a subdivision of real estate located in the SWSW of Section 33, Township 85 North, Range 6 West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the Southwest Corner of Section 33, Township 85 North, Range 6 West of the Fifth Principal Meridian; thence N1°04'37"W along the west line of the Southwest Quarter of said Section 33, a distance of 1327.37 feet; thence N89°39'29"E along the north line of the Southwest Quarter of said Southwest Quarter, 1330.57 feet; thence S1°01'05"E along the east line of said Southwest Quarter of the Southwest Quarter, 874.16 feet to the north line of the south 454 feet of said Southwest Quarter; thence S89°41'39"W along said north line, 219.42 feet to the west line of the east 1549 feet of said Southwest Quarter; thence S0°57'32"E along said west line, 454.03 feet to the south line of said Southwest Quarter; thence S89°41'39"W along said south line, 1109.33 feet to the point of beginning.

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

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

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of October 17, 2018 as last amended on November 19, 2018 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT
1. Entrance permit required for new entrances and existing unpermitted entrances, Sec.11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). One entrance per parcel is allowed.
2. Dedication of road rights-of-way, County Standard Specifications, Section 5. 40’ of right-of-way on Austin Road adjacent to development shall be dedicated to the County for road purposes.
3. Road agreement for conditions applicable to Land Preservation Parcel Split cases. County Standard Specifications, Section 1.

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

LINN COUNTY PUBLIC HEALTH DEPARTMENT
1. Existing water system should be tested for coliform bacteria and nitrates for compliance with Linn County Code of Ordinances Chapter 10, Article V Nonpublic Water Supply Wells.

NATURAL RESOURCES CONSERVATION SERVICE
1. Applicant shall develop and implement a conservation plan to be filed with the Linn Soil and Water Conservation District on remaining agricultural land associated with this case.

LINN COUNTY CONSERVATION DEPARTMENT
No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT
No conditions to be met.
Linn County Board of Supervisors
Resolution # ______________
JLPS18-0012
June 19th, 2019
Page 2 of 4

Linn County 9”1 Coordinator
No conditions to be met.

Linn County Planning and Development – Zoning Division
1. All side and rear yard setbacks must be met for all structures involved in this proposal.
2. Various revisions to the site plan and final plat.
3. Prior to approval of the final plat, the owner must sign an "Acceptance of Conditions" form. The
   "Acceptance of Conditions" form states that the owner understands and agrees to comply with
   the conditions as stated in the staff report.
4. Approval of utility and drainage easements by the appropriate companies with all easements
   marked on the final plat.
5. Outlot A will require a Land Preservation Parcel Split deed restriction. As a part of the final plat,
   the lot will be non-buildable until brought into conformance with the Linn County 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.
6. The proposed subdivision name and proposed names of all roads, streets and lanes shall be
   submitted for review and approval by the Linn County Auditor's office prior to approval of the
   final plat.
7. One original and 3 complete copies of the final plat bound documents that must include the
   following:
   (i) Owners 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
8. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before
     November 19, 2019 as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1
     year of that approval, as per Article IV, Section 107-72, § (2)(f), of the Unified Development
     Code.
NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat is hereby approved. The Board of Supervisors and County Engineer are hereby authorized to enter approval upon the final plat resolution. The Board of Supervisors’ Chairperson is also hereby authorized to sign said plat which executes an acceptance of dedication of property to the public, as shown on said plat.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by June 19th, 2020 to be valid.

Passed and approved this 19th day of June, 2019.

Linn County Board of Supervisors

__________________________
Chair

__________________________
Vice Chair

__________________________
Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

__________________________
Joel Miller, Linn County Auditor
Linn County Board of Supervisors
Resolution # ____________
JLPS18.0012
June 19th, 2019
Page 4 of 4

Linn County Engineer

________________________________________________________
Brad Ketals, Engineer

State of Iowa   ]
                   ) SS
County of Linn   )

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

___ Aye ___ Nay ___ Abstain ___ Absent

________________________________
Joel Miller

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

________________________________
Notary Public State of Iowa
Memorandum of Agreement (MOA)

For the establishment of

Medical case management or medical care for HIV positive patients

By and between

Linn County Community Services/Ryan White Program

and

Eastern Iowa Health Center
1201 3rd Avenue SE
Cedar Rapids, IA 52403

This Memorandum of Agreement (“MOA”) is made and entered into by and between Linn County Community Services/Ryan White Program, hereinafter referred to as “LCCS/RWP” and Eastern Iowa Health Center, hereinafter referred to as “EIHC.”

1. Purpose

LCCS/RWP offers confidential services to anyone living in Iowa with HIV/AIDS. Services provided by LCCS/RWP are free of charge, regardless of income and/or financial resources. Services include medical case management, assistance with prescriptions, public benefit counseling and referral for services.

EIHC is a Federally Qualified Health Center that provides primary care services to individuals, regardless of their ability to pay. EIHC and LCCS/RWP have a history of collaborating and working together as partners in the Eastern Iowa area in providing for the primary health and specialty care needs of the community.

The purpose of this MOA is for LCCS/RWP and EIHC to enter into a collaborative partnership that will support the referral of individuals who have been identified as HIV positive through the EIHC screening and diagnostic services program to the LCCS/RWP for access to services and comprehensive case management. This will allow EIHC to provide its patients with access to specialty services not available through EIHC.

2. Provision of Services

EIHC patients who test HIV positive through EIHC’s screening process will be provided information on the confidential and free services offered by the LCCS/RWP. If the patient is interested in meeting with the LCCS/RWP staff about further services, EIHC will request that the patient sign the appropriate authorization for release of information to allow EIHC to make the referral to LCCS/RWP. EIHC will communicate the reason for the referral and will send relevant information. LCCS/RWP staff will contact the EIHC patient to schedule a time to meet. Any information shared from LCCS/RWP to the patient will be documented in the patient’s
clinical record. LCCS/RWP will communicate to EIHC any changes in services or care plan. EIHC will communicate to LCCS/RWP any changes in the PCP care plan.

The parties agree that professionals providing services pursuant to this Agreement are appropriately licensed, certified or registered as verified through a credentialing process in accordance with applicable Federal, state and local laws and/or otherwise qualified to furnish services, with appropriate training, education and experience in their particular field; are not excluded from participating in Medicare, Medicaid and other federal health care programs as applicable; are competent and fit to perform the services, as assessed through a credentialing process; and will furnish services in accordance with applicable federal, state and local laws and regulations. Each Party will be responsible for completing its own credentialing for staff providing services pursuant to this Agreement.

This MOA does not involve the exchange of funds between the parties.

3. **Insurance and Liability**

EIHC and LCCS/RWP represent and warrant that each Party and its staff providing services under this MOA are either covered by a professional liability policy (malpractice, errors and omissions) or are self-insured which provides sufficient coverage against professional liabilities that may arise from acts or omissions in connection with or related to the services that the Party furnishes under this Agreement.

The Parties understand and agree that the provider of record of services is solely liable for all such services, and that the Party which is not the provider of record of the services will not be liable, whether by way of contribution or otherwise, for any damages incurred by consumers or arising from any acts or omissions in connection with or related to the provision of such services.

4. **Other Agreements**

Each Party remain separate and independent entities. No provision of this MOA is intended to create, nor shall any provision be deemed to construe to create a relationship between the parties other than independent contractor. Each Party retains the authority to contract or affiliate with or to otherwise obtain services from the parties on either a limited or general basis. This Agreement does not restrict the parties from participating in similar activities with other public or private agencies, organizations or individuals.

5. **Term**

The term of this MOA is effective beginning the date fully executed and continue for a one-year period unless terminated at an earlier date as set forth in this Paragraph 5.

This MOA can be terminated at any time upon mutual agreement of both Parties.

Either party can terminate this MOA without cause upon 30 days written notice.

6. **Amendment**

This MOA may be amended in writing from time to time by mutual consent of the parties. All amendments to this MOA must be in writing and signed by both parties.
7. Privacy and Confidentiality

Both Parties acknowledge that this agreement contemplates exchange of protected health information as identified in the Health Insurance Portability and Accountability Act of 1996, 42 CFR Part 2 and other federal and state laws, including privacy requirements specific to the care of minors and privacy requirements specific to HIV-related information under Iowa Code 141A.9. Both parties agree and shall abide by the privacy and security regulations and requirements of that state and federal legislation.

Each Party agrees it shall request patient’s/consumer’s consent for disclosure of their health information, in accordance with state and federal law and regulations.

Linn County Community Services/ Ryan White Program

By ______________________
Title ______________________
Date ______________________

Eastern Iowa Health Center

By ______________________
Title ______________________
Date ______________________
## 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></td>
</tr>
<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></td>
</tr>
<tr>
<td>Genealogical Society of Linn County</td>
<td>Scanning Court Records 1849-1857</td>
<td>$ 1,000</td>
<td></td>
</tr>
<tr>
<td>Brucemore</td>
<td>Preservation of Unique Interior Roof Features</td>
<td>$ 5,000</td>
<td></td>
</tr>
<tr>
<td>Coggon Area Betterment Association</td>
<td>Window of Opportunity: Phase 1</td>
<td>$ 7,400</td>
<td></td>
</tr>
<tr>
<td>Iowa Music &amp; Arts Association</td>
<td>Preserving Cedar Rapids Drum &amp; Bugle Corps History</td>
<td>$ 5,055</td>
<td></td>
</tr>
<tr>
<td>African American Museum of Iowa</td>
<td>Unearthing Oral Histories</td>
<td>$ 3,550</td>
<td></td>
</tr>
<tr>
<td>Coggon Community Historical Society</td>
<td>Storeroom Windows Replacement</td>
<td>$ 942</td>
<td></td>
</tr>
<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>
<td></td>
</tr>
<tr>
<td>Uptown Marion Main Street</td>
<td>Virtual Reality Historic Tour</td>
<td>$ 1,500</td>
<td></td>
</tr>
<tr>
<td>City of Marion</td>
<td>McGowan House</td>
<td>$ 11,000</td>
<td></td>
</tr>
<tr>
<td>Save CR Heritage</td>
<td>Software Subscription</td>
<td>$ 1,776</td>
<td></td>
</tr>
<tr>
<td>Granger House Victorian Museum</td>
<td>Roof Restoration</td>
<td>$ 24,800</td>
<td></td>
</tr>
<tr>
<td>Lisbon History Center Foundation</td>
<td>Historical Preservation Collecting</td>
<td>$ 1,300</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td>$ 75,911</td>
<td>$ 28,800</td>
</tr>
</tbody>
</table>
Contract for Transportation Services
Between the City of Cedar Rapids (Cedar Rapids Transit) and Linn County (Linn County LIFTS)

WHEREAS, Cedar Rapids Transit has an interest in the provision of ADA Complimentary Paratransit Service within the cities of Cedar Rapids, Hiawatha and Marion, and

WHEREAS, Linn County LIFTS has the ability to provide such services,

NOW, THEREFORE, THE PARTIES DO HEREBY MUTUALLY AGREE AS FOLLOWS:

A. Purpose and Timeframe
   1. The purpose of this contract is to arrange for public transit services under the auspices of Cedar Rapids Transit.
   2. The contract period shall begin on July 1, 2019 and continue through June 30, 2020. Any extension or renewal of this contract shall be in writing and mutually agreed upon by both parties.

B. Description of Service
   1. All transit services will be provided in vehicles open to the public without discrimination.
   3. Service hours under this contract shall be the same as the Cedar Rapids Transit fixed-route bus service: Monday through Friday 5:15 a.m. to 7:00 p.m. and Saturday 8:15 a.m. to 5:00 p.m.
   4. Service shall be advanced reservation demand responsive service in the cities of Cedar Rapids, Hiawatha and Marion.
   5. Access to service shall be obtained by calling Linn County LIFTS for ride reservations for next day service.
   6. Fares for these services shall be twice the adult base fare charged on Cedar Rapids Transit’s fixed-route bus service.
   7. All services funded under this contract and all uses made of vehicles provided by Cedar Rapids Transit shall be insured with the following coverage.

Insurance Requirements
Linn County LIFTS, at its own expense, shall procure and maintain during the entire term of this Agreement and any extensions thereof, the following insurance coverage on all City owned vehicles provided to Linn County LIFTS for use as stated in this contract.

1. Automobile Liability Insurance with a combined limit of at least $5,000,000 per occurrence for bodily injury and property damage without sub-limits.

2. Qualifying Insurance: Policies shall be issued by insurers authorized to do business in the State of Iowa and currently having an A.M. Best Rating of “B” or better. All policies shall be occurrence form and not claims made form. Linn County LIFTS shall be responsible for deductibles and self-insured retentions in Linn County LIFTS insurance policies.
3. **Additional Insured:** The City of Cedar Rapids, its officers and employees shall be named as additional insureds on Linn County LIFTS’, liability insurance policies and certificates of insurance.

**Certificate of Insurance Requirements**

1. The Description area of the certificate should state: **The City of Cedar Rapids, its officers and employees** are named as additional insured. List the **(Use of City owned Vehicles)** the certificate covers.

2. The minimum liability limits required by the CITY are: **$5,000,000.** This must be **occurrence form** liability coverage.

3. The following address must appear in the Certificate Holder section:
   
   Cedar Rapids Transit  
   427 8th Street NW  
   Cedar Rapids IA 52405

4. Certificates may be sent by e-mail, mail or delivery. A certificate of insurance must be provided to the CITY prior to the execution of this Agreement.

5. During the term of the Agreement, Linn County LIFTS shall provide the CITY with renewal certificates of insurance 20 days prior to policy expiration dates.

C. **Vehicle Responsibilities**

1. Cedar Rapids Transit shall provide approximately 10 ADA-accessible vehicles for the provision of services as described in this contract.

2. Vehicles supplied by Cedar Rapids Transit shall be subject to rotation with other vehicles in Cedar Rapids Transit’s fleet in order to maintain a minimum annual usage for each vehicle in the fleet.

3. Vehicles supplied by Cedar Rapids Transit cannot be subleased without Cedar Rapids Transit’s approval.

4. Linn County LIFTS is responsible for operating the vehicles in a safe and responsible manner, and cleaning and washing the vehicles so they are kept in a clean and presentable condition.

5. Vehicles supplied by Cedar Rapids Transit must be stored in a secure location approved by Cedar Rapids Transit.

6. Linn County LIFTS will be responsible for maintaining the vehicles so that they are mechanically sound and meet the manufacturer’s minimum maintenance requirements, including a requirement to meet at least an 80% on-time record of preventive maintenance inspections.

7. Both parties shall equally split the cost of major component repairs that exceed $1000 in cost.

D. **Operations Responsibilities**

1. Drivers for all transit services provided under this contract shall be employed by Linn County LIFTS and shall be required to have either a commercial driver’s license or chauffeur’s license, as appropriate for the vehicle driven.
2. Linn County LIFTS shall establish a drug and alcohol testing program conforming to the rules of the Federal Transit Administration.
3. Scheduling and dispatching support shall be provided by Linn County LIFTS.
4. Training of operational personnel shall be provided by Linn County LIFTS.
5. Dissemination of information about transit services provided under this contract shall be the responsibility of Linn County LIFTS.

E. Other Linn County LIFTS Responsibilities
1. Linn County LIFTS shall serve as an independent contractor.
2. Linn County LIFTS shall maintain accounting and records for all services rendered and shall assure that all persons handling project funds, including passenger revenues, are bonded to levels appropriate for the amounts of funds handled.
3. Linn County LIFTS shall provide to Cedar Rapids Transit a monthly billing for services rendered in the previous month including a report of units of service provided and revenues credited toward the service from passengers and from other sources.
4. Linn County LIFTS shall secure an independent audit of its transportation program including services provided under this contract and shall provide a copy of the audit report upon the request of Cedar Rapids Transit.
5. Linn County LIFTS shall permit inspection of its vehicles, services, books, and records by Cedar Rapids Transit or agencies providing funding to Cedar Rapids Transit upon the request of Cedar Rapids Transit.
6. Linn County LIFTS shall accept all risk and indemnify and hold Cedar Rapids Transit harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney’s and witness’ fees relating to loss or damage to property or to injury or death of any person arising out of the acts or omissions of Linn County LIFTS or its employees or agents.
7. Linn County LIFTS shall notify Cedar Rapids Transit in the event of any unavoidable interruption or delay in service.
8. Linn County LIFTS shall notify Cedar Rapids Transit of any accidents or incidents that result in a death, injuries requiring immediate medical treatment away from the scene of the accident/incident, or disabling damage to vehicles involved in the accident.
9. Linn County LIFTS shall comply with all applicable state and federal laws, including but not limited to FTA charter rule, affirmative action, equal employment opportunity laws, nondiscrimination laws, traffic laws, motor vehicles equipment laws, confidentiality laws, and freedom of information laws.

F. Other Cedar Rapids Transit Responsibilities
1. Cedar Rapids Transit shall provide operational subsidies for public transit services under the terms identified in this contract.
2. Cedar Rapids Transit shall, based on information supplied by Linn County LIFTS, other contractors and its own records, prepare all required reports to the Iowa Department of Transportation, Office of Public Transit and the Federal Transit Administration.
3. Cedar Rapids Transit shall assist Linn County LIFTS as necessary in the design and scheduling of transit services to meet the needs of the service area.

G. Compensation
1. Linn County LIFTS shall bill Cedar Rapids Transit on a monthly basis by the 15th of the following month.
2. Linn County LIFTS will keep the passenger revenues collected under this contract and apply those revenues to offset the cost of the service. Linn County LIFTS shall charge passengers $3.00/ride which should result in anticipated passenger revenues of approximately $138,000. All passenger revenues shall be applied to the costs of transportation services prior to application of federal transit funding and shall be considered to have expanded the level of services compared to what would be available without such resources.

3. Cedar Rapids Transit will provide an annual operating subsidy of $861,240 to be used for operating and maintenance costs associated with this contract.

4. Payments of the operating subsidy will be made in equal amounts of $71,770 on a monthly basis.

Quarterly Reporting

Cedar Rapids Transit is required to submit timely reports to the Iowa DOT and Federal Transit Administration. To meet the requirement, reports from Linn County LIFTS must be provided to Cedar Rapids Transit by the 15th of the month following the end of a quarter (Oct. 15th, Jan. 15th, Apr. 15th, Jul. 15th). Payments may be withheld if reports are not submitted in a timely manner.

1. Items to report with each quarterly billing shall be:
   - Total number of rides provided
   - Total number of Saturday rides
   - Total number of Sunday rides
   - Total number of elderly rides
   - Total number of disabled rides
   - Total vehicle miles and hours
   - Total revenue miles and hours
   - Total deadhead miles and hours
   - Total passenger revenues collected
   - Actual fully allocated costs of services

I. Entire Agreement

1. This contract contains the entire agreement between Linn County LIFTS and Cedar Rapids Transit. There are no other agreements or understandings, written or verbal that shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

J. Amendments

1. Any changes to this contract must be in writing and be mutually agreed upon by both Linn County LIFTS and Cedar Rapids Transit.

K. Termination

1. Cancellation of this contract may be initiated by either party through written notice to the other party at least 30 days prior to the date of cancellation.

L. Saving Clause

1. Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.
M. Assignability and Subcontracting

1. This contract is not assignable to any other party without the express written approval of the Linn County LIFTS and Cedar Rapids Transit and the concurrence of the Iowa Department of Transportation, Office of Public Transit.

2. No part of the transportation services described in this contract may be subcontracted by Linn County LIFTS without the express written approval of Cedar Rapids Transit.

3. Notwithstanding the provisions in M.1. above, it is hereby agreed that Linn County LIFTS may under emergency circumstances temporarily subcontract any portion of the service if it is deemed necessary by Linn County LIFTS to avoid a service interruption. Cedar Rapids Transit shall be notified, in advance if possible, each time this provision is invoked.

ADOPTED BY THE PARTIES AS WITNESSED AND DATED BELOW, SUBJECT TO THE CONCURRENCE OF THE IOWA DEPARTMENT OF TRANSPORTATION, OFFICE OF PUBLIC TRANSIT.

For Linn County

_________________________________
Stacey Walker, Chairperson
Linn County Board of Supervisors

Date: _____________________________

For City of Cedar Rapids

_________________________________
Jeff Pomeranz, City Manager
City of Cedar Rapids

Date: _____________________________
Amended
LINN COUNTY AND CITY OF CENTER POINT
AGREEMENT FOR CONSTRUCTION CODE ADMINISTRATION

1. TITLE

Pursuant to Iowa Code Chapter 28E, this Agreement by and between Linn County, Iowa and the City of Center Point, Iowa, shall be known as the Linn County and City of Center Point Agreement for Construction Code Administration.

2. PURPOSE AND SCOPE

2.1. Purpose of Agreement. The purpose of this Agreement is to provide for the administration and enforcement of the Construction Codes of the City of Center Point by Linn County to protect the public health, safety and welfare. It is the intent that the same level of service shall be provided to the citizens of Center Point as is currently provided to the citizens of the unincorporated areas of Linn County.

2.2. Scope of services. Linn County, through the Building Division of the Planning and Development Department, shall provide services to administer and enforce the Construction Codes of the City of Center Point for all projects requiring inspections, plan review and certificates of occupancy as specified in the City’s adopted Construction Codes.

3. DEFINITIONS:

As used in this Agreement, the following terms are defined:

Building Division: The Building Division of the Linn County Planning and Development Department.
**Building Official:** The Linn County Building Official who is the designated authority charged with the administration and enforcement of the Linn County *Construction Codes*.

**City:** The City of Center Point, Iowa.

**Construction Codes:** The current version of Chapter 105, Buildings and Building Regulations: Article I (In General), Article II (Construction Regulations), Article III (Electrical Installations), Article IV (Mechanical Systems), and Article V (Plumbing); and the current version of Chapter 12, Fire Prevention and Protection; of the Linn County Code of Ordinances as adopted by Linn County, Iowa including amendments and recodifications in effect at the time of permit application.

**County:** The County of Linn, Iowa.

**Inspectors:** The Combination Building Inspectors employed with the Linn County Building Division under the direction of the Linn County Building Official.

**Permit:** Permits issued in accordance with the referenced *Construction Codes* for work within the city limits of the City. The provisions of this Agreement are determined to supersede and fulfill the requirements of Chapter 155, Building Permits, for the City.

### 4. PROCEDURES AND FEES

4.1. *Place of application.* Permit applications shall be made at Linn County Planning and Development, 935 2nd Street Southwest, Cedar Rapids, IA, in accordance with the County’s procedures and requirements. (As of the effective date of this Agreement, sub-permits may be applied for online.) When zoning approval is required, the County shall prepare a zoning site plan for city review. Upon approval, the City shall provide the County with a copy of the approved zoning site plan or zoning permit, and floodplain permit as applicable.

4.2. *Permit issuance.* The County shall issue permits in accordance with its procedures and requirements. Permits will be issued when the construction drawings have been reviewed by the Building Official or designee for compliance with the *Construction Codes*.

4.3. *Fees.* Permit and inspection fees shall be the same for City Permits as for County Permits and shall be determined in accordance with the Linn County Building Regulations Fee Schedule in effect at the time of this Agreement or as amended by Resolution of the Linn County Board of Supervisors. Fees are due and payable to Linn County Planning and Development at the time of application.
City of Center Point driveway, sidewalk, and sewer and water utility tap fees, as determined by the City and in effect at the time of application, shall be due and payable by the applicant to Linn County at the time of application. The County shall reimburse these fees to the City on a quarterly basis. In addition, an administrative fee of $35 per transaction will be charged to the applicant. The administrative fee shall be retained by Linn County. (A combined driveway/sidewalk/utility tap fee is considered as a single transaction.) Fees in effect at the time of this agreement are:

- Driveway fee (collected for new single family housing permits only): $50
- Sewer and water utility tap fee (collected for new single family housing permits only): $1,500
- Sidewalk fee: $0

All other fees required by the City and not listed above shall be due and payable to the City of Center Point.

4.4 Fees for Saturday inspections. Saturday inspection fees will be charged to the individual requesting the inspection at one-and-one-half times the hourly rate based upon the current hourly wage rate of the personnel required, plus overhead costs for fringe benefits, office administration and transportation, with a (3) hour minimum charge, subject to change based on current fee & pay grade schedule. The County reserves the right to request an increase in charges if the current rate does not fully cover the County’s costs. Saturday inspections must be requested at least 24 hours prior to the close of business on Friday.

4.5 Construction Codes incorporated by reference. The City hereby incorporates by reference into the Code of Ordinances of the City of Center Point, Iowa the Construction Codes as defined in this Agreement, including future amendments and recodifications.

5. INSPECTIONS

5.1 Types of inspections. The County shall provide inspections in accordance with the adopted Construction Codes. Inspections shall include footings; setbacks; electrical service; gas piping; rough inspections for framing, electrical, mechanical, and plumbing work; final inspections; and all other inspections required by the Construction Codes.

5.2 Requests for inspections. Inspection requests shall be made by the permit applicant or an authorized representative. Requests may be made online or by telephone to the Linn County Building Division between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday. Twenty-four hour notice is required prior to an inspection.

5.3 Inspection times. Inspections will be conducted by the County Inspectors approximately between the hours of 9:30 a.m. and 3:30 p.m., Monday through
Friday. The County reserves the right to modify this inspection schedule to accommodate the Inspectors’ schedules.

6. **ENFORCEMENT**

   6.1. *Administration of Construction Codes by County.* Administration and enforcement of the *Construction Codes* shall be by the County in accordance with the administrative provisions of the *Construction Codes*.

   6.2. *Prosecution of violations by City.* Prosecution of violations of the *Construction Codes* cited by the County in the enforcement of the *Construction Codes* shall be by the City.

7. **ZONING & FLOODPLAIN MANAGEMENT**

   7.1. *Zoning approval by City.* Enforcement of the City zoning ordinance shall be by the City. The City shall provide copies of an approved zoning site plan / zoning permit for each new building or addition that increases the building footprint, or for any change in use or occupancy of any existing building.

   7.2. *Setback inspection.* County Inspectors shall confirm that the location of new buildings or additions meet the minimum setbacks shown on the approved site plan during the footing inspection.

   7.3. *Information provided by City.* The City shall provide to the Building Division copies of City maps or other information showing streets, addresses, zoning districts, property owners, and other pertinent information.

   7.4 *Enforcement of floodplain regulations by City.* Enforcement of floodplain regulations shall be by the City in accordance with its adopted regulations. A copy of approved floodplain development permits, as required by the City’s floodplain regulations, shall be provided to the County.

8. **RECORDS**

   8.1. *Records maintenance.* The County shall maintain records of Permits, beginning with the effective date of this Agreement, for a period of five years from the issuance date, unless this agreement is terminated sooner.

   8.2. *Permit activity reports.* The County shall provide, if requested, quarterly reports to the City of permit activity in the City. The reports shall include the number and type of permits issued, and the valuation of the projects. Other information may be included in the reports as mutually agreed.
9. **HOLD HARMLESS**

The City of Center Point shall hold harmless, indemnify, and defend all claims and suits for liability against Linn County and any of its employees arising as a result of any services performed by Linn County under this Agreement.

10. **APPEALS**

10.1. *Appeals of determinations.* Appeals of decisions or determinations of the Building Official relative to the application and interpretation of the *Construction Codes* shall be heard by the City’s Building Board of Appeals.

10.2. *Written reports and determinations.* The Building Official shall provide a written report to the Building Board of Appeals in advance of the hearing; the City shall provide written findings and decisions regarding the disposition of any appeal to the Building Official.

11. **AMENDMENTS**

Any portion of this Agreement may be amended at any time, as mutually agreed, by Resolution of the County Board of Supervisors and Resolution of the City Council.

12. **DURATION OF AGREEMENT; TERMINATION**

12.1. *Continuation and termination of Agreement.* This Agreement shall continue until terminated by either the County or the City. Either the County or the City may terminate this Agreement at any time by providing written notice at least three months prior to the termination date. Written notice shall be a certified copy of a resolution by the County Board of Supervisors or the City Council.

12.2. *County not obligated after termination date.* The County shall not be obligated to perform inspections after the termination date for permits that are applied for or issued prior to the termination date.

12.3 *Partial refund of Linn County permit and inspection fees after termination date.* Upon termination, Linn County permit and inspection fees will be refunded to the permit holder on a prorated basis as shown below:

- 100% for permit applications for which no plan review has been started and for which no permit has been issued;
- 70% for permits for which plan review has been started, or for permits that have been issued but for which no on-site inspection has been performed;
- Upon request, refunds will be issued on a pro-rated basis as determined by the Building Official for permits that have been issued and have received one or more on-site inspections, but have not been finaled.
13. EFFECTIVE DATE

The effective date of this amended Agreement is July 1, 2019.

City of Center Point, Iowa  County of Linn, Iowa

Paula Freeman-Brown, Mayor  Stacey Walker, Chair
City of Center Point  Linn County Board of Supervisors

Date  Date

Attest:

Chelsea Huisman, City Administrator  Joel D. Miller, Linn County Auditor
RESOLUTION #____________________

Linn County and City of Center Point Agreement for Construction Code Administration

WHEREAS, the Board of Supervisors, Linn County, Iowa, pursuant to Iowa Code Chapter 28E, proposes that Linn County enter into an agreement with the City of Center Point, Iowa under the title Linn County and City of Center Point Agreement for Construction Code Administration, and;

WHEREAS, the purpose for such agreement is to provide for the administration of the construction codes of the City of Center Point by Linn County in order to protect the public health, safety, and welfare, and;

WHEREAS, such agreement is in the best interests of Linn County and the City of Center Point;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors, Linn County, Iowa, that Linn County, Iowa will join pursuant to Iowa Code Chapter 28E, with the City of Center Point, Iowa into an agreement entitled Linn County and City of Center Point Agreement for Construction Code Administration.
Passed and approved this 19th day of June, 2019.

LINN COUNTY BOARD OF SUPERVISORS

____________________________________________
Stacey Walker, Chair

____________________________________________
Ben Rogers, Vice-Chair

____________________________________________
Brent Oleson, Supervisor

ATTEST:

____________________________________________
Joel Miller, Linn County Auditor