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 Veterans Affairs Monthly COVID-19 report for May 2020

Resolutions
Resolution approving appointment of Assistant Linn County Attorney, Molly K Edwards
Resolution to approve Final Plat for Chapman Addition, case JF20-0005
Resolution to approve Residential Parcel Split for Stoner Farm First Addition, case JPS20-0009

Contract and Agreements
Approve and authorize Chair to sign a renewal agreement between Linn County and the Juvenile Detention Medical Director effective July 1, 2020 through June 30, 2021 for an amount of $26,523.

Approve and authorize Chair to sign a renewal agreement between Linn County and Johnson County for a Detention Alternative Program effective July 1st, 2020 through June 30, 2021 for an amount not to exceed $95,000.

Approve and authorize Chair to sign a 28E agreement with the City of Cedar Rapids for improvements to Tower Terrace Road between Miller Road and I-380. Linn County has declined to participate financially but will cooperate as necessary to facilitate the acquisition of necessary right-of-way within county jurisdiction.

Approve and authorize Chair to sign the contract for LP Fuel Delivery for the Secondary Road Department to Linn Cooperative in the amount of $25,200.

Approve and authorize Chair to sign a 3-year contract with Cost Advisory Services, Inc. for an indirect cost recovery plan with no change to the annual fee of $9,875.
Approve and authorize Chair to sign an audit engagement letter with Eide Bailly for fiscal year 2020, at a fee not to exceed $60,500.

Approve and authorize Chair to sign the following Linn County Children’s Mental Health Assistance Program Fiscal Year 2021 provider agreements with: Four Oaks Family & Children’s Services; Melissa Wehr, Therapist; Murray, Wilson & Rose Counseling; Tanager Place; Abbe Center for Community Mental Health; Changing Leaf Counseling; Lisa Ferretti, LISW; Family Psychology Associates; Families, Inc.; Mount Vernon Family Counseling; Covenant Family Solutions; and Guiding Light Christian Counseling Center

Approve and authorize Chair to sign Linn County Fiscal Year 2021 Provider and Program Participation Agreement for Substance Abuse Commitments between Linn County and Associates for Behavioral Healthcare effective July 1, 2020 through June 30, 2021

Approve and authorize Chair to sign a Purchase of Service Agreement between The Area Substance Abuse Council and Linn County effective July 1, 2020 through June 30, 2021 at $42.30 per day, per client, for a maximum of 30 days

Approve and authorize Chair to sign a 2nd Amendment to an existing Professional Services Agreement between Linn County and New Venture Advisors for a Linn County Food System Assessment.

Approve and authorize Chair to sign 28E Agreement with the City of Marion for a concrete overlay project on Winslow Road.

Approve and authorize Chair to sign 28E Agreement with the City of Marion for a project to install traffic signals at S 31st Street and Hwy 100.

Approve and authorize Chair to sign a purchase order #5645 for $17,600.00 to iboss, Inc for internet security services for the IT Department.

Authorize Chair to sign purchase order #5647 for $332,023.72 to CEC for the video management system upgrade for the Correctional Center.

Licenses & Permits

Approve Class C Liquor License for F. B. & Co., 4185 Whittier Rd., noting all conditions have been met.

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes
Discuss and decide on meeting minutes.

Update on Linn County’s response to COVID-19

Discuss and decide on COVID-19 Budget requests

Second and final consideration for Hilltop Farm Second Addition, preliminary plat case JP19-0001, request for four lots, each containing over 2 acres, located at 4401 Witwer Ln SE, in the SWSW of Section 18, Township 83 North, Range 6 West, TPC Development, property owner.

Discuss and decide on a Display Fireworks Permit for the Antioch Christian Church happening July 2, 2020

Update on the 2020 Census and Linn County Complete Count Committee
Discuss and decide on a resolution approving a proposed 
Temporary Use Permit, Case JTU20-0003, request by Central City Historical Society, owner and petitioner, for the Brown Farm Pioneer Days event to be held on July 24-26, 2020 at 1361 Sawyer Rd, Central City, IA

Approve and authorize Chair to sign a 
Consulting and Advisory Services Agreement between Linn County and Collectively L&L Murphy Associates and Grant Consulting, LLC for July 1, 2020 through June 30, 2021 for $60,000

*Discuss and decide on using Fillmore Building as a water distribution and cooling center for the homeless starting July 1 in partnership with the City of Cedar Rapids and Willis Dady

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

Claims
Discuss and decide on claims.

Board Member Reports

Correspondence

Appointments

Adjournment

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

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncounty.org.
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**APPROVED BUDGET**  
$616,727.00

**APPROPRIATED BUDGET**  
616,727.00

**TOTAL EXPENDED YEAR TO-DATE**  
501,271.42

**SSI REIMBURSEMENT**  
0

**BUDGET BALANCE**  
47,539.58
| Service Type                        | JULY | AUG | SEPT | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUNE |
|-----------------------------------|------|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|
| Director briefs                   | 3    | 10  |      |     |     |     |     |     |     |     |     |     |      |
| NVR/Gyny/Cable Director           | 16   | 15  |      |     |     |     |     |     |     |     |     |     |      |
| Coordination Meetings             |      |     | 7    | 10  |     |     |     |     |     |     |     |     |      |
| Outreach Veterans                 |      |     | 7    | 14  |     |     |     |     |     |     |     |     |      |
| CVSO Training/Meetings            | 36   | 17  |     |     |     |     |     |     |     |     |     |     |      |
| Service Connected/CVSO            | 60   | 55  |     |     |     |     |     |     |     |     |     |     |      |
| Pension/CVSO                      | 30   | 43  |     |     |     |     |     |     |     |     |     |     |      |
| County Claims Issued              | 32   | 19  |     |     |     |     |     |     |     |     |     |     |      |
| VA Claims Issued                  | 10   | 3   |     |     |     |     |     |     |     |     |     |     |      |
| Covid-19 Food Assistance          | 6    | 37  |     |     |     |     |     |     |     |     |     |     |      |
| Homeless                          | 1    | 3   |     |     |     |     |     |     |     |     |     |     |      |
| Client Appeals/Relief             | 0    | 0   |     |     |     |     |     |     |     |     |     |     |      |
| Nursing Home Contacts             | 72   | 24  |     |     |     |     |     |     |     |     |     |     |      |
| Grave Markers Issued              | 2    | 12  |     |     |     |     |     |     |     |     |     |     |      |
| Grave Registrations               | 10   | 24  |     |     |     |     |     |     |     |     |     |     |      |
| TVA Applications                  | 2    | 4   |     |     |     |     |     |     |     |     |     |     |      |
| VA Medical Applications           | 2    | 4   |     |     |     |     |     |     |     |     |     |     |      |
| VA Loan Eligibility               | 1    | 2   |     |     |     |     |     |     |     |     |     |     |      |
| Medal Requests                    | 0    | 1   |     |     |     |     |     |     |     |     |     |     |      |
| 2021/ 100                         | 13   | 15  |     |     |     |     |     |     |     |     |     |     |      |
| Foot Applications                 | 0    | 0   |     |     |     |     |     |     |     |     |     |     |      |

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Director:

Secretary:

Member:

Member:
RESOLUTION #________
RESOLUTION APPROVING APPOINTMENT OF ASSISTANT LINN COUNTY ATTORNEY

WHEREAS, pursuant to Section 331.903(1), Code of Iowa, Jerry Vander Sanden, Linn County Attorney, has submitted to the Board of Supervisors, Linn County, Iowa, for approval of Molly K. Edwards, for appointment as Assistant Linn County Attorney, and

WHEREAS, the Board of Supervisors, Linn County, Iowa, finds Molly K. Edwards to be qualified to serve as Assistant Linn County Attorney and that the appointment of Molly K. Edwards will not exceed the number of assistants authorized for the Linn County Attorney’s Office by the Board of Supervisors, Linn County, Iowa.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, that the appointment of Molly K. Edwards as Assistant Linn County Attorney by Jerry Vander Sanden, Linn County Attorney, is hereby approved.

Dated at Cedar Rapids, Linn County, Iowa, this ______ day of ________, 2020.

LINN COUNTY BOARD OF SUPERVISORS

____________________________________
AYE: CHAIRPERSON

____________________________________
NAY: SUPERVISOR

____________________________________
ABSTAIN: SUPERVISOR

ATTEST:

____________________________________
JOEL D. MILLER, Linn County Auditor

STATE OF IOWA )
RESOLUTION #__________

COUNTY OF LINN

I, JOEL D. MILLER, County Auditor of Linn County, Iowa, hereby certifies that at a regular meeting of the said Board, the foregoing was duly adopted by a vote of _____ aye, _____ nay and _____ abstained from voting.

____________________________________
JOEL D. MILLER

Subscribed and sworn to before me by the aforesaid on this ______ day of ____________, 2020.

____________________________________
NOTARY PUBLIC – State of Iowa
LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____________________

APPROVING A FINAL PLAT

WHEREAS, a final plat of Chapman Addition (Case #JF20-0005) to Linn County, Iowa, containing three (3) lots, numbered Lot 1, Lot 2, and lettered Lot A, has been filed for approval, a subdivision of real estate located in the SWSE of Section 24, Township 82 North, Range 7 West of the 5th P.M., Linn County, Iowa, described as follows:

Commencing at the South Quarter Corner of Section 24, Township 82 North, Range 7 West of the Fifth Principal Meridian; thence N89°25’24”E along the south line of the Southeast Quarter of said Section 24, a distance of 363.00 feet; thence N2°11’54”W, 33.01 feet to the point of beginning; thence N89°25’24”E, 600.00 feet; thence N2°11’54”W, 363.00 feet; thence S89°25’24”W, 600.00 feet; thence S2°11’54”E, 363.00 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 March 18, 2020 as last amended on April 20, 2020 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT, 892-6400
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). All approved entrances shall be brought into conformance with County standards. One entrance per parcel is allowed.
2. Dedication of road rights-of-way, County Standard Specifications, Section 5. Fifty feet of right-of-way on Wright Brothers Boulevard E adjacent to development shall be dedicated to the County for road purposes.
3. Road agreement with conditions similar to final plat cases. County Standard Specifications, Section 1.

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

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 EMERGENCY MANAGEMENT
No conditions to be met.
1. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.

2. 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.

3. The final plat bound documents must be approved by the Linn County Board of Supervisors on or before **APRIL 20, 2021** as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f) of the UDC.

4. 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
       i. Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the UDC.
       ii. Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
       iii. Three (3) copies of the surveyor’s drawing

A covenant for a secondary road assessment

**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 July 1, 2021 to be valid.

Passed and approved this 1st day of July, 2020
Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:
Nay:
Abstain:
Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Engineer

Brad Ketels, Engineer

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

___ Aye ___ Nay ___ Abstain ___ Absent

__________________________________________
Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, ______________________

______,
on this _____ day of ______________________, 2020.

__________________________________________
Notary Public State of Iowa
LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # ____________________________

APPROVING RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of Stoner Farm First Addition (Case # JPS20-0009) to Linn County, Iowa, containing two (2) lots, numbered lot 1 and lettered outlot A has been filed for approval, a subdivision of real estate located in the SWSE of Section 13, Township 83 North, Range 5 West of the 5th P.M., Linn County, Iowa, described as follows:

Commencing at the North Quarter Corner of said Section 13; thence South 0°52'30" East 3322.39 feet along the West line of the East Half of said Section 13 to the Southwest Corner of the North Half of the Northwest Quarter of the Southeast Quarter thereof and the point of beginning; thence North 88°12'21" East 436.83 feet along the South line of the North Half of the Northwest Quarter of the Southeast Quarter of said Section 13 to a point of intersection with the West right of way line of Highway No. 1; thence South 3° 33'40"East 142.91 feet along said West right of way line; thence South 9° 34'21" West 620.40 feet along said West right of way line to the beginning of a 25526.70 foot radius curve concave Southeasterly; thence Southwesterly along said right of way line through a central angle of 0° 08"40" an arc distance of 64.36 feet (chord bearing South 9° 30'00" West 64.36 feet); thence North 85°07'12" West 321.00 feet to a point of intersection with the West line of the East Half of said Section 13; thence North 0° 52'30" West 357.58 feet along said West line to a point of intersection with the North line of the South 14.75 rods of the Northeast Quarter of the Southwest Quarter of said Section 13; thence South 88°36'05" West 66.00 feet along said North line; thence North 0° 52'30" West 419.23 feet parallel with the West line of the East Half of said Section 13 to a point of intersection with the North line of the South Half of the Northeast Quarter of the Southwest Quarter of said Section 13; thence North 88° 26'51" East 66.00 feet along said North line to the point of beginning, containing 7.82 acres subject to easements, covenants and restrictions of record.

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 May 20, 2020 as last amended on June 15, 2020 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT, 892-6400
No conditions to be met.

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

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 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. Approval of utility and drainage easements by the appropriate companies with all easements marked on
   the final plat bound copies.
5. 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.
6. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted
   for review and approval by the Linn County Auditor’s office prior to approval of the final plat.
7. One original and 3 complete copies of the final plat bound documents that must include the following:
   (i) Owner’s certificate and dedication certificate executed in the form provided by the laws of Iowa,
       dedicating to Linn County title to all property intended for public use, including public roads
   (ii) Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or
        encumbrance on the property as well as a release of all streets, easements, or other areas to be
        conveyed or dedicated to local government units within which the land is located
   (iii) Surveyor’s certificate
   (iv) Auditor’s certificate
   (v) Resolution of the Planning and Zoning Commission
   (vi) Resolution of the Board of Supervisors
   (vii) Resolution of approval or waiver of review by applicable municipalities
   (viii) Treasurer’s certificate
   (ix) Agricultural Land Use Notification. The landowner shall ensure that such notification shall be
        attached to the deed and shall become a separate entry on the abstract of title for all the property
        that is subject of the permit or development as per Article V, Section 107-91, § (h) of the 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 JUNE
     15, 2021 as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval,
     as per Article IV, Section 107-72, § (2)(f), of the 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 July 1, 2021 to be valid.

Passed and approved this 1st day of July, 2020

Linn County Board of Supervisors

________________________________________
Chair

________________________________________
Vice Chair

________________________________________
Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

________________________________________
Joel Miller, Linn County Auditor
Linn County Engineer

______________________________
Brad Ketels, Engineer

State of Iowa )
) SS
County of Linn )

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

___ Aye ___ Nay ___ Abstain ___ Absent

______________________________
Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, ____________________________, on this _____ day of _____________________, 2020.

______________________________
Notary Public State of Iowa
LINN COUNTY JUVENILE DETENTION  
MEDICAL DIRECTOR SERVICE AGREEMENT

This Agreement entered into this ______ day of __________, 2020____, between Linn County, Iowa, (hereinafter referred to as "County") and Robert Braksiek, M.D., a doctor of medicine and surgery licensed in the State of Iowa and duly appointed Medical Director of the Linn County Juvenile Detention Center, Linn County, Iowa, (hereinafter referred to as "Medical Director").

WITNESSETH, IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth, County and Medical Director agree as follows:

I. MEDICAL DIRECTOR SHALL:

1. Serve as the Medical Director for medical nursing staff and provide continuing medical education to nursing staff relative to pertinent health care topics affecting the inmate population.

2. Determine the needs and exercise the final medical judgment regarding health care delivery to inmates at the Linn County Juvenile Detention Center.

3. Review treatment recommendations of other health care providers regarding inmates, and approve all prescription and non-prescription medications entering the Linn County Juvenile Detention Center.

4. Annually review and validate medical protocols, policies and procedures of the Linn County Juvenile Detention Center.

5. Review and suggest modifications to such protocols, policies and procedures as necessary to maintain the appropriate level of medical care for inmates.

6. Provide telephone/text/email consultation as necessary between 9am and 5pm daily.

7. Provide 1 onsite visits per month.

8. Maintain the appropriate licensing required to practice medicine in the State of Iowa.

9. Maintain own medical malpractice and medical director insurance.
10. The Medical Director shall indemnify and hold Linn County Juvenile Detention and Linn County, Iowa harmless from and against any and all losses, liabilities, and damages incurred by the medical Director during the performance of their contractual duties

II. LINN COUNTY SHALL:

1. Compensate Medical Director annually at the rate of $26,523, paid in monthly installments of $2,210.25. The above compensation is provided in exchange for the time, expertise and medical services provided by the Medical Director at the Linn County Juvenile Detention Center.

2. Compensate Medical Director at the rate of $250 per hour for visits in excess of 1 visit/month.

III. ADMINISTRATION:

1. This agreement recognizes that Medical Director is an independent contractor and is not an employee of Linn County, Iowa, or the Linn County Juvenile Detention Center for any purpose. Nothing in this contract constitutes an employment relationship between the Medical Director and the Linn County Juvenile Detention Center or Linn County, Iowa. The Medical Director is not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Linn County, Iowa. Nothing in this contract prevents the Medical Director from working with other entities during the length of this agreement.

2. The Medical Director shall not exercise direct supervision over Linn County Juvenile Detention Health Care staff or officials.

3. The existence and subject matter of all policies and procedures for delivery of health care at the Linn County Juvenile Detention Center as well as the supervision and compliance with said policies and procedures shall be the responsibility of the Linn County Juvenile Detention Center.

4. No portion of this Agreement shall be assigned without the prior written consent of the other party, and any attempt to make any such assignment without such consent shall be null and void.

5. The Medical Director and Linn County Juvenile Detention Center acknowledge and agree that both parties are prohibited from denying services within this contract based on race, creed, color, national origin, religion, age, sex, marital status, sexual orientation, gender identity, disability, or handicap status.
IV. TERM OF THIS AGREEMENT:

1. This agreement shall commence on _____July 1st, 2020, and shall be in effect until ______June 30th ________, 2021.

2. The parties may terminate this agreement without penalty upon service of written notice at least ninety (30) days before the effective date of said termination.

IN WITNESS WHEREOF, the parties hereto have set their hands for the purposes herein expressed to this instrument, as of the _____ day of ________, 2020.

________________________________________  ______________________________________
Robert Braksiek, M.D.                  Date
Medical Director

________________________________________  ______________________________________
Chairperson                  Date
Linn County Board of Supervisors
Medical Director Service Agreement
AGREEMENT
Johnson County Detention Alternative Program

THIS AGREEMENT, made between Johnson County, Iowa ("County"), and Linn County Juvenile Detention & Diversion Services ("Recipient/Agency").

This Agreement shall be subject to the following terms and conditions, to-wit:

I. SCOPE OF SERVICES

During the term of this Agreement, Recipient agrees to implement detention alternative services (Alternative Detention Initiative South).

Recipient shall provide the following;

A. Alternative Detention Initiative (ADI South)
   • Provide in-home detention services for a caseload of up to seven Johnson County juveniles. Within 24 hours of a court order into the program, will meet with the Juvenile Court Officer, the parent and the juvenile to complete the intake. Will transport youth from detention to home upon discharge.
   • Work collaboratively to identify, fulfill and refer ADI participants to supportive services including individual skill building, and cognitive restructuring.
   • Follow all terms of the court order.
   • Collaborate with all Johnson County law enforcement to assist with supervision of court order.
   • Provide GPS “real-time” monitoring as indicated by the Court and Juvenile Court Officer.
   • Provide daily in-person visits with the juvenile and their parent/guardian each week during level 1; four in-person visits per week at level 2 and 3 with one parent contact, three visits per week at level 4 with one parent contact and two visits per week during the transition phase. ADI worker will incorporate skill building based on youth’s high-risk needs, at a minimum of once weekly, using an evidence-based model.
   • During transition, make at least two (2) contacts with the juvenile and their parent/guardian each week.
   • Maintain regular phone, in-person, and written contact with the youth’s Juvenile Court Officer
   • Assess and link youth and family to community resources.
   • Provide 24-hour crisis intervention and/or referral services youth and families.
   • Maintain contact with the juvenile’s school, including the Student Family Advocate. Contact should be initiated when ADI services commence, prior to termination and as needed throughout services.
   • Screen the juvenile for mental health issues, using a mutually agreed upon tool.
   • Coordinate with Prelude Services to have youth screened for substance abuse issues using the CRAFFT or other mutually agreed upon screening tool.
   • If screening warrants a need, refer for further mental health & substance abuse assessments in consultation with the referring Juvenile Court Officer.
   • Provide a weekly report to the Juvenile Court Officer, Defense Attorney and the County Attorney.
   • Provide Johnson County Juvenile Court Services with additional supports as requested and time warrants.
   • Complete a monthly & quarterly service & outcomes report.

II. FUNDING

A. As its sole obligation under this Agreement, the County shall reimburse the recipient for costs incurred solely for the purpose of meeting scope of service activities outlined above and based on a mutually agreed upon budget, not to exceed $95,000. An indirect administrative rate may be applied to salaries, fixed program supply expenses and the ankle monitor units. The Recipient will bill the County for actual cost of usage for ankle monitor devices, in addition to any lost or damaged units and equipment and finders fees. Johnson County agrees to pay actual costs incurred by recipient for ankle monitor equipment damage even if such costs/fees exceed the agreed upon total $95,000 amount.

B. The Recipient shall submit a monthly invoice for payment to include all documentation following the approved budget. Funds may be transferred between lines if the amount does not exceed 10% of the total award. The County will reimburse the Recipient within 30 days of receipt of invoice.
III. GENERAL ADMINISTRATION

A. On or before the 30th day of the month following the end of each calendar quarter, Recipient will provide to the Social Services Director and the Juvenile Court Supervisor a report in a format prescribed by the County. In addition, the recipient may be asked to provide additional documents including board minutes, financial reports and external audits.

B. Duly authorized representatives of the County shall at all reasonable times, have access to and the right to inspect, copy, audit, and examine all financial books, records, and other documents of Recipient, and to make site visits and survey participants in order to evaluate and monitor the Recipient's programs. No report or publication resulting from any such inspection, audit, examination, site visit, or survey shall disclose the name or other identifying information concerning persons using Recipient's services.

C. The County's sole responsibility hereunder shall be to provide the funds to Recipient in accordance with the terms of this Agreement. Nothing contained in this Agreement, nor any act or omission of the Recipient or the County, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture, or any association by reason of the Recipient's involvement with the County, nor shall the County have authority to direct the manner or means by which Recipient conducts activities.

D. This contract may be terminated with a 30 day written notice by either party.

E. Recipient shall not permit any of the following terms and practices:

   I. To discharge from employment or refuse to hire any individual because of their race, creed, color, national origin, religion, age, sex, marital status, sexual orientation, gender identity, disability, or handicap status.
   II. To discriminate against any individual in terms, conditions, or privileges of employment because of their race, creed, color, national origin, religion, age, sex, marital status, sexual orientation, gender identity, disability, or handicap status.
   III. Deny to any person its services on the basis of race, creed, color, national origin, religion, age, sex, marital status, sexual orientation, gender identity, disability, or handicap status.

IV. TERM

This Agreement shall commence on July 1, 2020 and terminate on June 30, 2021, except as provided herein. Contract renewal is contingent on the availability of funding and successful completion of scope of services and progress toward performance measures.

V. ASSIGNMENT

This Agreement may not be assigned by either party without prior written agreement of the other party.

VI. HOLD HARMLESS PROVISION

The Recipient shall indemnify, defend and hold harmless the County, its officers, employees and agents from all liability, loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from or incurred by reason of any actions based upon the negligent acts or omissions of the Recipient's officers, employees or agents during the performance of this Agreement.

VII CONDITIONAL STATUS

The Board of Supervisors may place an agency on conditional status when one or more serious problems are identified within the agency that puts its agreement with Johnson County in jeopardy. Problems may be in service delivery, board activity, agency administration, fiscal management, cooperation with other agencies, compliance with other government
funders, or compliance with the Johnson County agreement. The Board of Supervisors may request that an external financial audit be performed, at the sole expense of the agency, if no audit records are available.

Following the placement of an agency on conditional status, a Board of Supervisors representative and/or the Johnson County Social Services Director will meet with the agency director and board members to discuss the concerns/problems as identified by the Board of Supervisors. The Board of Supervisors will provide the agency with a written memo outlining the concerns/problems, specific corrective action steps, and time frames for completion. The agency will provide periodic reports and meet with the Board of Supervisors representative and/or the Johnson County Social Services Director during this period to ensure that satisfactory progress is being made.

Funding may be withheld by Johnson County until the agency has completed or made sufficient progress on the action steps to correct the problems, as determined by the Board of Supervisors.

If an agency fails to meet the requirements of the Johnson County agreement and/or the action step memo within the appropriate timeframe as specified, the Board of Supervisors will cease county funding.

For Johnson County, Iowa:

Rod Sullivan, Board of Supervisor Chair  Date

6·18·20

For Linn County

Name  Date

Title

ATTEST:

Travis Weipert, Auditor  Date

6·18·20
AGREEMENT PURSUANT TO IOWA CODE CHAPTER 28E BETWEEN LINN COUNTY, IOWA AND
THE CITY OF CEDAR RAPIDS, IOWA FOR TOWER TERRACE ROAD FROM MILLER ROAD TO I-380
PROJECT

This Agreement Pursuant to Iowa Code Chapter 28E Between Linn County, Iowa and the
City of Cedar Rapids, Iowa for the Tower Terrace Road from Miller Road to I-380 Project
(hereinafter referred to as “Agreement”) is entered into this ______ day of __________, by and
between Linn County, Iowa, (hereinafter referred to as “County”), and the City of Cedar Rapids,
Iowa hereinafter referred to as “City”) as follows:

WHEREAS, both the County and the City are a public agency as is defined by Section 28E.2
of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any power or powers, privileges
or authority exercised or capable of exercise by a public agency of the State of Iowa may be
exercised and enjoyed jointly by a public agency of the State of Iowa having such power or
powers, and

WHEREAS, the Iowa DOT has programmed funding in the Iowa DOT Five Year Program to
fund the Tower Terrace Road Interchange project, and

WHEREAS, the Corridor Metropolitan Planning Organization has programmed federal-aid
STBG-SWAP funding for the Tower Terrace Road from Miller Road to I-380 project, with the
location shown on Exhibit A, and

WHEREAS, the Iowa Department of Transportation and the cities of Cedar Rapids and
Hiawatha have entered into a Memorandum of Understanding for a Joint Project as shown on
Exhibit A, and

WHEREAS, it is proposed, that the City plan, design and let for bidding a construction
project that includes but not limited to grading, drainage, and paving improvements on Tower
Terrace Road from west of Miller Road to I-380 (hereinafter referred to as “the Project”), and

WHEREAS, a portion of the Project will be constructed within the City and a portion within
Linn County, and
WHEREAS, the City Council and the County Board of Supervisors have informed themselves as to the proposed improvement.

IT IS NOW AGREED that the City of Cedar Rapids and Linn County enter into this Agreement providing for cooperative action in connection with, and in furtherance of, the Project as follows:

1) PURPOSE – The parties’ purpose in entering into this Agreement is to set forth their agreement as to the design, letting and construction of improvements to the Project per plans and specifications produced by the Cedar Rapids City Engineer.

2) DURATION - This Agreement shall commence on the date that the second party hereto signs this Agreement and shall continue thereafter until the final completion of the Project and any financial conditions of this Agreement.

3) ADMINISTRATION - The City shall be responsible for the administration of the Project. The City shall plan, design and let for bidding a project that will be constructed generally within the boundaries as shown on Exhibit A and by this reference incorporated herein.

4) CHAPTER 28E PROVISIONS - There will be no new or separate legal or administrative entity created by this Agreement. Neither party shall, in furtherance of this Agreement, acquire any real or personal property.

5) INDEMNIFICATION - The City and County agree to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons to the extent caused by the acts or omissions by the City or County, or the officers, agents, or employees of either, in the course of any work done in connection with any of the matters set forth in this Agreement.

6) FINANCING – The County has declined to financially participate in the Project due to anticipated annexations into adjacent cities, but is joining in this agreement to acknowledge its consent to the construction of the Project in its jurisdiction and agrees to lend such cooperation as necessary to facilitate the acquisition of the necessary right-of-way where located in Linn County. The City will finance the Project with grant funding and local match funding.

7) TERMINATION – This Agreement shall be binding upon the parties hereto upon execution by the second party hereto and shall not be terminated unless and until acceptance of the Project by the City.

8) EXECUTION - 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 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. The City will file a copy of this Agreement with the Iowa Secretary of State as required by law.
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 Agreement and have caused their duly authorized representatives to execute the Agreement.

LINN COUNTY BOARD OF SUPERVISORS

____________________________________  __________________________
Stacey Walker – District 1  Date

____________________________________  __________________________
Ben Rogers – District 2  Date

____________________________________  __________________________
Brent Oleson – District 3  Date

ATTEST:

LINN COUNTY AUDITOR

____________________________________  __________________________
Date

CITY OF CEDAR RAPIDS, IOWA

____________________________________  __________________________
CITY MANAGER  Date

ATTEST:

CITY CLERK

____________________________________  __________________________
Date

____________________________________  __________________________
CITY CONTRACTS MANAGER  Date
## LINN COUNTY 2020 LP BID RESULTS

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Award:
Linn Cooperative
PO Box 406
Marion, IA 52302
Tim Roehuk
319-377-4881
June 2, 2020

Ms. Dawn Jindrich, Finance Director
Linn County Courthouse
935 2nd St SW
Cedar Rapids, IA, 52404

Dear Ms. Jindrich:

Cost Advisory Services, Inc. is in the process of completing work on the final year of our current contract to provide cost allocation services to Linn County. We are grateful that 93 Iowa counties have chosen us to provide these services. We will continue to do all we can to ensure that the indirect cost recovery program is maximized for all Iowa counties.

We are sending this letter to propose a 3-year contract renewal covering fiscal years 2020 through 2022. Due to the recent Covid-19 pandemic, CASI is cognizant of the economic strain counties will encounter. The annual fee for Linn County is not changing from the prior 3 year contract and will remain at $9,875. We strive to provide the best services for the county at a fair cost.

Please pass the proposed contract on to your Board of Supervisors for their consideration. If the Board has any questions, we are happy to discuss our services and the contract with them. A copy/scan of the signed contract mailed or emailed to us will suffice.

Thank you for all the assistance your office has provided to us in the past in performing this valuable service for Linn County. We look forward to continuing our work with you in the future under this new contract.

Sincerely,

Cost Advisory Services, Inc.

[Signature]

Jeff Lorenz
President

Enclosures
CONTRACT TO PROVIDE
PROFESSIONAL CONSULTING SERVICES TO
LINN COUNTY, IOWA

This Contract entered into this ___ day of ____________, 2020, and effective immediately by and between Cost Advisory Services, Inc. (hereinafter called the "Consultant") and Linn County, Iowa (hereinafter called the "County") witnesseth that:

Whereas the County performs programs that it operates with outside funding, and

Whereas the County supports these programs with central services that are paid from the County's general funds, and

Whereas federal and other outside users of county central services will typically pay a fair share of these costs if supported by an appropriate cost allocation plan, and

Whereas the Consultant is staffed with personnel knowledgeable and experienced in the requirements of developing, negotiating, and implementing such governmental cost allocation plans, and

Whereas the County desires to engage the Consultant to assist in developing cost allocation plans that conform to federal and state requirements and will be approved by their representatives.

Now Therefore, the County agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.

1. **Scope of Services.** The Consultant shall do, perform, and carry out in a good and professional manner the following services:

   A. Develop annual central service cost allocation plans based on actual costs incurred for fiscal years 2020, 2021, and 2022 that appropriately document the various costs expended by the County to support and administer general fund and non-general fund programs. Each year's plan will contain a determination of the allowable costs of providing each supporting service in accordance with the provisions of 2 CFR Part 200. The types of services to be included in each plan shall include items such as accounting, payroll, purchasing, IT, human resources, and legal services; building occupancy costs; and other central service and centrally budgeted items such as insurance costs, dues and memberships, annual audit fees, etc. The consultant will analyze all required data, perform all cost allocation calculations, and complete each cost allocation plan in the required form to be submitted for federal and/or state approval. County staff involvement will be limited to locating and providing access to accounting, payroll, and other financial records; answering brief questions to
enable the Consultant to appropriately interpret County records; and participating in brief interviews of selected personnel to enable the Consultant to determine the appropriate methods of allocating costs across all benefited County programs.

B. Provide copies of each year's completed cost allocation plan to the County Board of Supervisors and the County Auditor.

C. File each completed cost allocation plan with the central office of the Iowa Department of Human Services (DHS) and negotiate the completed cost allocation plans, as necessary, with the appropriate federal and state representatives.

D. Provide guidance to local representatives of DHS in making quarterly Local Administrative Expense (LAE) claims for eligible indirect costs incurred by the County.

E. Monitor the status of LAE claims to ensure that the County receives all recoveries due it.

F. If necessary, and as requested by an in-house program at the County, compute an indirect cost rate that will provide the basis for the County to recover its eligible indirect costs that are expended in support of this program.

2. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the Contract, as determined by the County.

3. **Term of Contract.** It is expressly understood and agreed that the effective date of this Contract shall be the date first written above and shall continue in full force and effect for a period of three years. It is further understood and agreed that the results of the completed cost allocation plan for any given fiscal year shall be implemented for DHS indirect cost recovery purposes in the second succeeding fiscal year. For example, the results of the FY 2020 cost allocation plan shall be used to determine the amounts of eligible indirect cost recoveries for FY 2022.

4. **Compensation.** The County agrees to pay the Consultant an amount not to exceed Nine Thousand Eight Hundred Seventy Five Dollars ($9,875) for each annual cost allocation plan. Such amount shall include reimbursement for all expenses to be incurred by the Consultant.

5. **Method of Payment.** The County shall pay the amount stated in paragraph 4 above upon delivery to the Board of Supervisors of each year's completed cost allocation plan, and other schedules if so required.
6. **Warranty of Benefit to County.** The Consultant warrants to the County that its annual fee for preparation of each cost allocation plan shall not exceed 50 percent of the actual reimbursements that are to be obtained for the County as a direct result of preparing the cost allocation plan. In the event that an annual payment to the Consultant would exceed 50 percent of the related indirect cost reimbursements to the County, then the difference will be promptly refunded to the County. It is also expressly understood and agreed that should the County recover more than double the Consultant’s fees in any year, then the excess recoveries will belong solely to the County and no additional fee is due the Consultant.

7. **Changes.** The County may, from time to time, require changes in the scope of services to be performed by the Consultant under this Contract. Such changes that are mutually agreed upon by the County and Consultant shall be incorporated in written amendment to this Contract.

8. **Services and Materials to be Furnished by County.** The Consultant shall provide guidance to the County in determining the data that is required to complete each cost allocation plan. The County agrees to respond to all reasonable requests for data in a timely manner and shall provide adequate liaison between the Consultant and other agencies of County government.

9. **Termination of Contract for Cause.** If, through any cause, the Consultant shall fail to fulfill in timely and proper manner its material obligation under this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice via U.S. Post Office Certified Mail – Return Receipt Requested – to the Consultant of such termination and specifying the effective date thereof postmarked at least fifteen (15) days before the effective date of such termination. Provided however, prior to termination for default, the County will provide adequate written notice to the Consultant affording it the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. The Consultant shall be compensated for services satisfactorily rendered and expenses incurred through the effective date of termination hereunder.
10. **Special Termination.** Either party may, at its option, cancel any year of the plan preparation by giving the other party notice by June 30 of the year on which the plan will be based. For example, the County may cancel the work to be done for FY 2021 by giving the Consultant notice on or before June 30, 2021. The County may terminate this Contract at any time without cause by giving the Consultant written notice via Certified Mail. Under this provision, the Consultant shall be entitled to full compensation as specified in paragraph 4 above for any cost allocation plan for which work has already begun.

11. **Termination Due to Lack of Funds.** The Consultant shall have the right to terminate this contract without penalty by giving fifteen (15) days written notice to the County if adequate funds are not available from Federal Agencies or other outside users to reimburse the County.

12. **Information and Reports.** The Consultant shall furnish the County, upon request, with copies of all documents and other materials prepared or developed in relation with or as part of the project.

13. **Records and Inspection.** The Consultant shall maintain full and accurate records with respect to all matters covered under this Contract. The County shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

14. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy that the County may have under this contract may be waived in writing by the County through a formal waiver, if in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

15. **Matters to be Disregarded.** The titles of the several sections, sub-sections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

16. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

17. **County Not Obligated to Third Parties.** The County and the Consultant are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.
18. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist on the part of the Consultant, and the making of any such payment by the County while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the County with respect to such breach or default.

19. **Personnel.** The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

20. **Consultant Liability if Audited.** The Consultant will assume all financial and statistical information provided to the Consultant by the County's employees or representatives is accurate and complete. The County shall be solely responsible for any disallowance of funds paid to the County under the plan resulting from inaccurate or incomplete information provided by the County. The Consultant shall provide assistance to the County in the event that an audit is undertaken of County indirect cost recoveries.

21. **Applicable Law.** Iowa law shall govern the terms and performance under this Contract.

22. **Indemnification.** Each party shall be responsible for its own acts and will be responsible for all damages, costs, fees, and expenses that arise out of the performance of this Contract and which are due to that party's own negligence, tortious acts, and other unlawful conduct and the negligence, tortious acts, and other unlawful conduct of its respective agents, officers, and employees.

23. **Delays.** The Consultant shall not be liable for delays in performance that are caused in whole or in part by the County, third parties, or forces beyond its control. The period of performance shall be extended by the time period of any delays that are not the fault of the Consultant.

24. **Assignment.** The Consultant agrees not to assign, convey, or transfer its interest in this Contract to any other entity without the prior written consent of the County which consent shall not be unreasonably withheld. Provided, however, the Consultant may assign, convey, or transfer its interest in this Contract to an entity that succeeds to substantially all of the business of the Consultant by merger or otherwise.
25. Notices. Notices shall be effective upon receipt. Any notices, bills, invoices, or reports required by this Contract shall be sufficient if sent by either party hereto in the United States mail, postage paid, to the addresses stated below:

For the County:
Board of Supervisors
Linn County Courthouse
935 2nd St SW
Cedar Rapids, IA, 52404

For the Consultant:
Cost Advisory Services, Inc.
P.O. Box 755
Johnston, Iowa 50131

IN WITNESS WHEREOF, the County and the Consultant have executed this Contract as of the date first written above.

LINN COUNTY, IOWA:
By: ____________________________
   (County Official)
   ____________________________
   (Title)

Attest: ____________________________

COST ADVISORY SERVICES, INC.:
By: ____________________________
   Jeff Lorenz, President
June 22, 2020

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, 2020, 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, 2020. 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 audited:

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 Section – 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 fraud or 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, detected abuse, 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 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 any unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, 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 with 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.

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 basic financial statements that are free from material misstatement, whether due to fraud or error;
3. 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);
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
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 award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award 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 and others 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, we agree to perform the following:

- 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.

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 2020.

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 $60,500. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. 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.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, “service providers”) in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

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. 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 eight 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.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

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,

Brian Unsen, CPA
Partner

RESPONSE:

This letter correctly sets forth our understanding.

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

Name:

Title:

Date:
## Certificate Of Completion

Envelope Id: 4D25ACC3D77324B6C8B9E15B4CDB0C3AE1

**Subject:** Please DocuSign: Issued Linn County Engagement Letter 2020 62017.pdf

**Source Envelope:**
- **Document Pages:** 9
- **Certificate Pages:** 1
- **AutoNav:** Enabled
- **Enveloped Stamping:** Enabled
- **Time Zone:** (UTC-08:00) Pacific Time (US & Canada)

**Status:** Sent

**Envelope Originator:**
- **Joan Dondlinger**
- **4310 17th Ave. S.**
- **Fargo, ND 58103**
- **Jdondlinger@eldebailey.com**
- **IP Address:** 174.192.143.3

## Record Tracking

**Status:** Original
- **6/22/2020 12:55:28 PM**

**Holder:** Joan Dondlinger
- **Jdondlinger@eldebailey.com**

**Location:** DocuSign

## Signer Events

**Ben Rogers**
- **Ben.rogers@linncounty.org**
- **Security Level:** Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**
- Not Offered via DocuSign

**Signature**

**Sent:** 6/22/2020 12:58:28 PM
**Resent:** 6/25/2020 2:45:39 PM

## In Person Signer Events

**Signature**

**Timestamp**

## Editor Delivery Events

**Status**

**Timestamp**

## Agent Delivery Events

**Status**

**Timestamp**

## Intermediary Delivery Events

**Status**

**Timestamp**

## Certified Delivery Events

**Status**

**Timestamp**

## Carbon Copy Events

**Brian Unsen**
- **bunsen@eldebailey.com**
- **Security Level:** Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**
- Not Offered via DocuSign

**Signature**

**Sent:** 6/22/2020 12:58:28 PM
**Viewed:** 6/22/2020 1:07:51 PM

## Witness Events

**Signature**

**Timestamp**

## Notary Events

**Signature**

**Timestamp**

## Envelope Summary Events

**Status**
- **Hashed/Encrypted**

**Envelope Sent**
- **6/25/2020 2:45:39 PM**

## Payment Events

**Status**

**Timestamps**
2nd AGREEMENT AMENDMENT

This 2nd Amendment of Agreement for Professional Services (this “2nd Amendment”) is made and entered into as of June 25, 2020, by and between New Venture Advisors LLC (“Consultant”) and Linn County (“Client”).

Whereas, the parties entered into that certain Professional Services Agreement for Linn County Food System Assessment dated as of November 18, 2019 which terminates on December 31, 2020 (the “Existing Agreement”); and

Whereas, the parties amended the Existing Agreement with a revised scope of services and schedule of payments effective March 9, 2020 (the “Amendment”); and

Whereas, the parties desire to modify the terms of the Existing Agreement and Amendment as provided in this 2nd Amendment.

NOW, THEREFORE, the parties agree as follows:

Revised Scope of Services
That Exhibit A of the Existing Agreement shall be replaced in its entirety with the scope of services set forth in the amended Exhibit A on pages 2 and 3 of this Amendment, attached hereto and incorporated herein by reference.

Revised Schedule of Payments
That Exhibit B of the Existing Agreement shall be replaced in its entirety with the schedule of payments set forth in the amended Exhibit B on page 4 of this Amendment, attached hereto and incorporated herein by reference.

Revised Conditions
Except to the extent specifically amended by this Amendment, all of the terms, provisions and conditions contained in the Existing Agreement shall be and remain in full force and effect as if set forth in this Amendment, and the same are hereby ratified and confirmed.

Understood, Agreed & Approved
We have carefully reviewed this Amendment and agree to and accept all of its terms, provisions and conditions. We are executing this Amendment as of the Effective Date above.

By: ___________________________ Date: June 25, 2020
Kathy Nyquist, Principal
NEW VENTURE ADVISORS LLC

By: ___________________________ Date:____________________
Ben Rogers, Chair
LINN COUNTY BOARD OF SUPERVISORS
### Exhibit A – Description of Project

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Linn County Food System Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Description:</strong></td>
<td>The Linn County Food Systems Council has ambitious goals to improve Linn County’s food system from production to consumption. Currently, the Council is focusing on increasing access to and consumption of nutritious foods by boosting the volume and diversity of food produced within the county. The first step toward accomplishing this goal is to complete a comprehensive baseline Linn County food system assessment.</td>
</tr>
<tr>
<td><strong>Assignment:</strong></td>
<td>Conduct a baseline assessment of four factors that are foundational to food system development: production, procurement, processing, and barriers to entry and expansion of businesses working within the food system.</td>
</tr>
<tr>
<td><strong>Work Schedule:</strong></td>
<td>Work will begin in November 2019 and be completed no later than November 2020. See Estimated Timeline below.</td>
</tr>
<tr>
<td><strong>Description of Services:</strong></td>
<td>See Scope of Work below in which “FSC” refers to members of the Linn County Food Systems Council identified by Client to participate in the project.</td>
</tr>
<tr>
<td><strong>Client Responsibilities:</strong></td>
<td>Engage with Consultant in periodic status meetings. Lead stakeholder outreach for surveys and make introductions for interviews. Review and provide comments to work in progress. Provide images for and create story map based on PowerPoint provided by Consultant. Distribute documents to stakeholders and the public.</td>
</tr>
</tbody>
</table>

**Scope of Work**

**Initiation** Planning call with FSC to discuss project goals and timing, stakeholder groups (e.g. producers, buyers, makers, value chain facilitators), findings from food system research conducted previously. Identify 1-2 from each stakeholder group for preliminary interviews. Refine work plan and timeline.

**Landscape Scan** Read prior studies and conduct additional secondary research on the county and regional food system. Conduct preliminary interviews. Synthesize findings and prioritize areas for exploration (indicators) and research methodologies with FSC. Finalize research plan.

**Primary Research** Develop research instruments, likely surveys and interview guides for 2-3 stakeholder groups. Beta test and field surveys. Conduct interviews.

**Synthesis** Analyze data collected and identify emerging themes. This will include but is not limited to assessing and mapping existing infrastructure availability across the region and major gaps; underutilized warehouse, cold storage, distribution and processing space; type and quantity of current ag and value-added production; projected volume if barriers are addressed; how this corresponds to demand, etc. Summarize findings and review with FSC.
Community Level Research  Develop a second phase research plan to explore themes emerging during primary research phase. Conduct 16 additional interviews with individuals from core stakeholder groups and community organizations and businesses relevant to the findings to date. Targeted interviews will include but are not limited to relevant county and city officials, health organization leadership, Dow farm project team leaders, county level school food services buyers and distributors (e.g. Reinhart Food Service), larger agricultural corporations (e.g. General Mills, Ingredion), agricultural lenders, and farm bureau leadership.

Refinement  Incorporate input from community level research into the research synthesis. Draft complete findings and frame food system development strategies and action plans. Source case studies of similar efforts nationwide to provide additional context. Review with FSC and refine strategies, recommended action plans and evaluation framework.

Finalization  Draft a full final report and prepare a separate executive summary/presentation. Join FSC in presenting executive summary to Linn County Board of Supervisors via videoconference. Finalize full report. Develop a PowerPoint for the public report and work with Linn County GIS staff in creating a story map.

Estimated Timeline

<table>
<thead>
<tr>
<th>Nov</th>
<th>Finalize engagement and contracts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dec</td>
<td>Hold kickoff call with FSC, draft preliminary work plan</td>
</tr>
<tr>
<td>Dec-Jan</td>
<td>Begin secondary research, conduct preliminary interviews</td>
</tr>
<tr>
<td>Jan</td>
<td>Synthesize findings and discuss with FSC. Finalize research plan and recruiting strategy.</td>
</tr>
<tr>
<td>Jan-Feb</td>
<td>Develop research instruments and initiate research plan</td>
</tr>
<tr>
<td>Mar</td>
<td>Synthesize findings, develop themes, revise research plan</td>
</tr>
<tr>
<td>Mar</td>
<td>Conduct community level research</td>
</tr>
<tr>
<td>Apr-May</td>
<td>Incorporate input, frame strategies and action plans, develop evaluation framework, refine</td>
</tr>
<tr>
<td>June</td>
<td>Draft complete report and executive summary</td>
</tr>
<tr>
<td>July</td>
<td>County presentations</td>
</tr>
<tr>
<td>Aug-Sept</td>
<td>Finalize and create public version of the report</td>
</tr>
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</table>
### Exhibit B – Schedule of Payments

<table>
<thead>
<tr>
<th>Fees:</th>
<th>Amount</th>
<th>Description</th>
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<tbody>
<tr>
<td></td>
<td>$13,200</td>
<td>Initiation &amp; Landscape Scan</td>
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<tr>
<td></td>
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<td>Primary Research &amp; Synthesis</td>
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<tr>
<td></td>
<td>$13,400</td>
<td>Community Level Research &amp; Refinement</td>
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<tr>
<td></td>
<td>$8,300</td>
<td>Finalization</td>
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<tr>
<td></td>
<td>$44,900</td>
<td>Total Fee</td>
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</table>

| Non-Reimbursable Expenses: | None anticipated |

<table>
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<tr>
<th>Terms:</th>
<th>Invoices will be issued according to the following schedule, payable net 30 days:</th>
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<tbody>
<tr>
<td></td>
<td>$15,000</td>
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<tr>
<td></td>
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<td></td>
<td>$6,700</td>
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<td></td>
<td>$3,000</td>
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</table>
COUNTY AND CITY
PROJECT AGREEMENT

This agreement entered into this 18th day of June 2020, by and between Linn County, Iowa, hereinafter referred to as County, and the City of Marion, hereinafter referred to as City.

WHEREAS, both the County and the City are a public agency as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, it is proposed, that the County plan, design and let for bidding a construction project to overlay with Portland Cement Concrete (PCC) the existing seal coat, shoulder and apply pavement markings on shared portions of Winslow Road, and

WHEREAS, the City Council and the County Board of Supervisors have informed themselves as to the proposed improvement.

IT IS NOW AGREED that the City of Marion and Linn County enter into an agreement pursuant to Chapter 28E of the Code of Iowa providing for cooperative action pursuant to the proposed roadway construction project and, said cooperative actions include the following:

1) SCOPE OF WORK - Design, let and construct improvements to Winslow Road per plans and specifications produced by the Linn County Engineer. Work is to include concrete overlay, granular shoulder, pavement marking, staking, inspection, and other items to complete the project. Other items may include grading, patching, culvert extensions or replacements, etc.

2) DURATION - This Agreement shall commence on the date that both parties sign this agreement and shall continue thereafter until the final completion of the project and settlement of the financial conditions of this agreement.

3) PURPOSE - The purpose of this Agreement is to accomplish the proposed project as described herein in accordance with the aforesaid scope of work and in agreement with conditions specified in this Agreement.
4) ADMINISTRATION - The County shall be responsible for the administration of this project.

5) The City and County agree to save and indemnify and keep harmless, each other against all liabilities, judgments, costs, and expenses which may in any way come against the County or City or which in any way result from carelessness or neglect of either party or its agents, employees, or workmen in any respect whatsoever.

6) The City and County agree to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons arising out of any acts or omissions by the City or County, its agents, servants or employees in the course of any work done in connection with any of the matters set forth in this agreement.

7) FINANCING - The County shall initially finance the cost of the project. The City shall reimburse the County for the actual cost of construction plus 7.5% administration fees (design, inspection, plan preparation, etc.) based on proposed plans and attached project estimate for the portion of the project within their corporate limits as they exist at the time the project is complete. Payment shall be made within 30 days of receipt of detailed invoice.

8) TERMINATION: -
   a) This Agreement shall be considered binding upon the City and the County and shall not be terminated until provisions of paragraph 8b are met after actual work has begun on the project.
   b) This agreement will be terminated upon final acceptance of the work by the City and final settlement of the financial conditions set forth in paragraph 7 thereof.

Executed in triplicate, each of which shall constitute as original, by Linn County on the ______ day of ________, _______, and by the City of Marion on the 18 day of June, 2020.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

__________________________

__________________________

__________________________

ATTEST:
LINN COUNTY AUDITOR

__________________________

__________________________

__________________________

ATTEST:
MARION CITY CLERK
**Linn County Secondary Road Department**  
**Engineer's Estimate**

**Project No.: LOST-WINSLOW RD(21)**  
**Type of work:** PCC Paving  
**Description:** On Winslow Road from Marion City limits north to County Home Road  
**Letting Date:** July 7, 2020  
**Estimate Date:** June 2, 2020

**Completion Date:** October 30, 2020  
**Working Days:** N/A  
**Liquidated Damages:** $1,000/Day  
**Proposal Guaranty:** $37,500  
**Project Length:** 0.80 miles

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<th>REF.</th>
<th>ITEM CODE</th>
<th>ITEM DESCRIPTION</th>
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<td>EACH</td>
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<td>4.920</td>
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</tr>
</tbody>
</table>

**DIV 1 = City of Marion (100%)**  
**DIV 2 = Linn County Secondary Road Department (100%)**

**DIV 1 Subtotal:** $30,945.04  
**DIV 2 Subtotal:** $633,318.52  
**Contract Total:** $664,263.56

**City of Marion Subtotal (Division 1):** $30,945.04  
**Linn County Project Administration, Design and Inspection Services (7.5%):** $2,320.88  
**City of Marion Estimate Total:** $33,265.92

**Linn County Contract Total:** $633,318.52
CITY AND COUNTY
PROJECT AGREEMENT

This agreement entered this 18th day of June 2020, by and between Linn County, Iowa, hereinafter referred to as County, and the City of Marion, hereinafter referred to as City.

WHEREAS, both the County and the City are a public agency as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, it is proposed, that the City and County plan, design and let for bidding a construction project to convert the existing intersection of South 31st Street and Highway 100 from a 2-way stop condition to a fully actuated signal with turn lanes and other improvements utilizing TSIP money under project CS-TSF-4775(642)--85-57, said IDOT agreement becomes a part of this agreement and is attached, and

WHEREAS, the intersection is under shared jurisdiction with the County and the County was a joint applicant for the TSIP application per County Resolution No. 2019-7-110, approved on 7.17.2019.

WHEREAS, the City Council and the County Board of Supervisors have informed themselves as to the proposed improvement.

IT IS NOW AGREED that the City and the County enter into an agreement pursuant to Chapter 28E of the Code of Iowa providing for cooperative action pursuant to the proposed roadway construction project and, said cooperative actions include the following:

1) SCOPE OF WORK - Design, let and construct improvements to South 31st Street and Highway 100 per plans and specifications produced by the City and County. Work is to include a fully actuated traffic signal, the extension of left turn lanes on Highway 100 in conformance with IDOT agreement, and
other items to complete the project.

2) DURATION - This Agreement shall commence on the date that both parties sign this agreement and shall continue thereafter until the final completion of the project and settlement of the financial conditions of this agreement. Maintenance will continue per part 5 below.

3) ENGINEERING SERVICES – The project plans shall be completed by the City and County. Project administration and inspection shall be completed by the City. There will be no exchange of funds between the City and County for these services. Any associated additional project costs shall be discussed and agreed upon by the City and County.

4) COST SHARE – The County agrees to pay for half of the physical project improvements required for the project after all participating funding from the TSIP agreement are used per the IDOT agreement. The City will pay for the other half not covered by the TSIP agreement.

5) MAINTANANCE – The City agrees to maintain the signals once completed as if they are completely within the jurisdiction of the City.

6) PURPOSE - The purpose of this Agreement is to accomplish the proposed project as described herein in accordance with the aforesaid scope of work and in agreement with conditions specified in this Agreement.

7) ADMINISTRATION - The City shall be responsible for the administration of this project.

8) INDEMNIFY - The City and County agree to save and indemnify and keep harmless, each other against all liabilities, judgments, costs, and expenses which may in any way come against the County or City or which in any way result from carelessness or neglect of either party or its agents, employees, or workmen in any respect whatsoever.

9) INDEMNIFY - The City and County agree to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons arising out of any acts or omissions by the City or County, its agents, servants or employees in the course of any work done in connection with any of the matters set forth in this agreement.

10) FINANCING - The City shall initially finance the cost of the project. Upon completion, the County shall reimburse the City for half of the costs of construction above and beyond the TSIP funding of $500,000.

11) TERMINATION:
   a) This Agreement shall be considered binding upon the City and the County and shall not be terminated until provisions of paragraph 11b are met after actual work has begun on the project.
   b) This agreement will be terminated upon final acceptance of the work by the City and final settlement of the financial conditions set forth in paragraph 10 thereof.

12) ADDITIONAL PROVISIONS RELATING TO IOWA CODE SECTION 28E.6
In accordance with Iowa Code 28E.6, the parties further state:
a) This Agreement does not establish a separate legal entity to conduct the joint or cooperative undertaking of the County and the City for this project. As stated in Article 4 above, the City shall act as administrator for purposes of Iowa Code Section 28E.6(1)(a).

b) No real or personal property shall be jointly acquired, held, or disposed of in the execution of this agreement. Each party shall acquire, hold, and dispose of real property as otherwise provided in this agreement.

c) Pursuant to Iowa Code Section 28E.8, the City shall file this Agreement with the Iowa Secretary of State in an electronic format and in a manner specified by the Secretary of State.

13) GOOD FAITH - The City, the County, their agents, officers, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the County and the City, or their designees.

14) MODIFICATION - This Agreement shall not be modified except by written agreement signed by both parties.

15) EXECUTION - 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.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

________________________
________________________
________________________

ATTEST:

________________________
LINN COUNTY AUDITOR

CITY OF MARION

________________________
Mayor

ATTEST:

________________________
MARION CITY CLERK
LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # ______________________

APPROVING A PRELIMINARY PLAT

WHEREAS, a preliminary plat of Hilltop Farm Second Addition (Case #JP19-0001) to Linn County, Iowa, containing six (6) lots, numbered Lot 1, Lot 2, Lot 3, Lot 4 and lettered Outlot A and Outlot B, has been filed for approval, a subdivision of real estate located in the SWSW of Section 18, Township 83 North, Range 6 West of the 5th P.M., Linn County, Iowa, described as follows:

Lot 1, “Auditor’s Plat No. 509, Linn County, Iowa” except Lot 1, “Hilltop Farm First Addition to Linn County, Iowa”.

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 June 20, 2020 as last amended on June 15, 2020 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT
1. Conditions applied to final plat.

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

LINN COUNTY PUBLIC HEALTH DEPARTMENT
No conditions to be met.

NATURAL RESOURCES CONSERVATION SERVICE
1. Land disturbance greater than 1 acre in size, not associated with agricultural crop production, will require a NPDES permit granted by the Iowa Department of Natural Resources.
2. Submit erosion and sediment control plan for review and acceptance.
3. Applicant shall complete and submit a Land Disturbing Affidavit to the Linn County Soil and Water Conservation District as required by Iowa Code.

LINN COUNTY CONSERVATION DEPARTMENT
1. There is a significant forest resource that should protected by restricting the clearing of trees, limit trenching and grading, and construction activity over the root zones of trees to be saved.
2. There is a significant wildlife habitat that should be protected by minimized construction footprint for future development.

LINN COUNTY EMERGENCY MANAGEMENT
No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT - ZONING DIVISION
1. Various revisions to the preliminary plat.
2. A written letter of approval or easement document regarding access to the existing private road must be provided to Planning & Development. Said letter or easement document must be signed by all property owners currently using Witwer Lane to access their properties, granting permission for the developer to use Witwer Lane to access the proposed development.
3. Prior to approval of the preliminary 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 Cedar Rapids, and as per the 28E Agreement between the City and the County, will require City approval or a waiver of the right to review.
5. 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 preliminary plat.
6. A Stormwater Pollution Prevention Plan will be required as a condition for approval of the future final plat.

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 preliminary 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 July 1, 2021 to be valid.

Passed and approved this 1st day of July, 2020

Linn County Board of Supervisors

_________________________
Chair

_________________________
Vice Chair

_________________________
Supervisor

Aye:

Nay:

Abstain:

Absent:
Linn County Board of Supervisors
Resolution #_____________________
June 29, 2020
JP19-0001
Page 3 of 3

Attest:

______________________________
Joel Miller, Linn County Auditor

Linn County Engineer

______________________________
Brad Ketels, Engineer

State of Iowa )
County of Linn ) 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 __ Absent

______________________________
Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, _______________________
on this _____ day of _____________________, 2020.

______________________________
Notary Public State of Iowa
APPLICATION FOR DISPLAY FIREWORKS PERMIT

Submit completed application at least fourteen (14) days prior to the proposed use of display fireworks to:
Linn County Auditor, 935 Second Street SE, Cedar Rapids, IA, 52404

<table>
<thead>
<tr>
<th>Display</th>
<th>Date: July 2, 2020</th>
<th>Start Time: 9:15pm</th>
<th>Ending Time: 9:30pm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location: Anach Christian Church 435 Cross Rd., Marion</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Name: Evan Osborn</th>
<th>Date of Birth: 3-5-1979</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 2565 Valley View Dr. Marion, IA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E-Mail: <a href="mailto:eogood@lifeisforliving.org">eogood@lifeisforliving.org</a></td>
<td>Phone: 319-559-8238</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sponsor</th>
<th>Name: Anach Christian Church</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 435 Cross Rd., Marion, IA</td>
<td></td>
</tr>
<tr>
<td>E-Mail: <a href="mailto:eogood@lifeisforliving.org">eogood@lifeisforliving.org</a></td>
<td>Phone: 319-559-8238</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Operator</th>
<th>Name: Mark Langley</th>
<th>Date of Birth: 7-21-1975</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 649 Old Lincoln Hwy, Mechanicsville</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E-Mail: <a href="mailto:mlangley@ijunior.com">mlangley@ijunior.com</a></td>
<td>Phone: 319-889-7784</td>
<td></td>
</tr>
<tr>
<td>Check the safety requirement(s) met by the Operator (proof may be required).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Display Operator Certification from Pyrotechnics Guild Int.</td>
<td>Cert. #</td>
<td></td>
</tr>
<tr>
<td>Current, valid fireworks operator license</td>
<td>State</td>
<td>Lic. #</td>
</tr>
<tr>
<td>Equivalent training and experience</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Please explain: Military training, Church Safety Team</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Insurance</th>
<th>Insurance Company: Brotherhood Mutual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance Coverage Amount: 1,000,000</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fire Prevention</th>
<th>Fire Prevention Measures (attach additional sheets if necessary):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Concrete slab</td>
</tr>
</tbody>
</table>

I, the Applicant, hereby affirm: I have read Linn County Resolution No. 2017-12-179 establishing provisions for the permitting and use of fireworks and I understand the provisions listed in the resolution; No person shall handle or explode fireworks while under the influence of alcohol or drugs that could adversely affect judgment, movements, or stability; No person who is not 18 years of age will set up or explode fireworks; No person who does not meet at least one of the safety requirements of an Operator, or who is not under the direct supervision of an Operator who will set up or explode fireworks; The Operator will conduct a thorough search for unexploded fireworks or fuses at the conclusion of the display. Any unexploded fireworks will be stored or disposed of in a safe manner; The Applicant, Sponsor and Operator will follow the provisions of Resolution 2017-12-179, and Iowa law. Further, I specifically agree to protect, defend, and hold Linn County, its officers and employees, and the fire chief or assistant fire chief who signs this permit application, harmless from any and all damages or claims for damages that might arise or accrue by reason of the granting of the permit for which I have applied.

Applicant's Signature: [Signature] Date: 6/27/2020

I approve of the location and fire prevention measures for this use of display fireworks.

Fire Chief or Asst. Fire Chief's Signature: ___________________________________ Dept. _____________ Date: _____________

Linn County Risk Manager's Signature: ___________________________________ Date: _____________

This application was approved by the Linn County Board of Supervisors on the ______ day of ______, 2020.

Attest: ___________________________________, Joel D. Miller, Linn County Auditor

cc: Linn County Sheriff's Office
RESOLUTION APPROVING A TEMPORARY USE

RESOLUTION # ______________________

WHEREAS, CENTRAL CITY HISTORICAL SOCIETY, owner and petitioner, Case JTU20-0003, has requested the Linn County Board of Supervisors’ permission to operate “Brown Farm Pioneer Days”, an outdoor event, located at 1361 Sawyer Road, Central City, Iowa.

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

1. The event will operate from July 24, 2020 and end by July 26, 2020.
2. The event will be open from 6pm to 9pm on Friday, July 24, and 10am to 5pm on Saturday, July 25, and Sunday, July 26.
3. The event is located on three parcels and is addressed at 1361 Sawyer Rd, Central City, IA 52214
5. The subject properties zoned AG (Agricultural) and combined are approximately 72 acres in size.
6. Approximately 36.5 acres will be used for the temporary use.
7. Central City Historical Society is the owner of the subject properties
8. The applicant estimates an increase to a maximum of 450 additional vehicle trips per day due to the operation of the event.
9. Onsite buildings will be used for activities such as a flea market, vintage farm equipment exhibit, petting zoo, museum, steam powered sawmill, and blacksmith shop. There will also be a tent and open pavilion for food, and temporary tents representing a Buffalo Fork Settler’s Camp. Visitors are able to see working demonstrations using antique machinery and horse drawn vehicles and equipment.

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

AND WHEREAS, the Temporary Use application has been examined by the Linn County Board of Supervisors at a public meeting on June 29, 2020, all interested persons having been heard;
NOW THEREFORE, BE IT RESOLVED, that the Linn County Board of Supervisors approve the application, Case JTU20-0003, subject to the following conditions:

LINN COUNTY PLANNING & DEVELOPMENT – (Zoning Division)

1. The Temporary Use may be reviewed at any time during the duration of the permit to ensure that all conditions have been or are being met.
2. All building, electrical, mechanical, plumbing and zoning permits will be obtained as necessary.
3. Adhere to the operating hours indicated in the temporary use application.
4. The temporary use permit period will be begin July 24, 2020 and expire no later than July 26, 2020.
5. Parking for 325 vehicles as indicated on the application shall be provided.
6. Restrooms are required to be available during the hours of operation.
7. The applicant or owner shall obtain and submit proof of a liability insurance policy prior to Board of Supervisors approval.
8. The petitioner shall sign an “Acceptance of Conditions” form which provides assurance that all conditions will be met prior to the Board of Supervisors Resolution of Approval, and specifically agrees to hold Linn County harmless from any and all damages or claims for damages that might arise or accrue by reason of approval of the Temporary Use permit by the Linn County Board of Supervisors. Further, by signing the “Acceptance of Conditions” form, the petitioner shall agree to allow employees of the County reasonable access to the property for inspection and for submission of documents to verify any additional information.
9. Temporary off site signs may be allowed, provided that:
   a. Temporary signs shall not exceed 32 square feet in surface area or exceed 12 feet in height or eight feet in width on a lot in any zoning district. There shall be no more than five such signs for each lot street frontage, and such signs shall be removed no later than 30 days following the accomplishment of activities indicated by such sign.
   b. Temporary signs shall not be illuminated.
   c. Temporary signs shall not be allowed on any road, street, or highway right-of-way.

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. 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.
2. No parking is allowed on Jordans Grove Road.
IOWA DEPARTMENT OF TRANSPORTATION

1. No conditions to be met.

LINN COUNTY HEALTH DEPARTMENT

1. Linn County Public Health recommends not holding this event due to concerns over the COVID-19 pandemic.

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

3. 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.

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

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

6. Require food license if preparing food for sale.

7. Portable toilets and hand washing stations are required.

8. Handwashing is required for foodservice volunteers or employees.

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 1st day of July, 2020.

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 1st of July, 2020.

___________________________________
Notary Public State of Iowa
<table>
<thead>
<tr>
<th>Owner Information:</th>
<th>Applicant Information:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner: Central City Historical Society</td>
<td>David Goodlove, President</td>
</tr>
<tr>
<td>Address: Box 263</td>
<td>Central City Historical Society</td>
</tr>
<tr>
<td>Central City</td>
<td></td>
</tr>
<tr>
<td>Iowa 52214</td>
<td></td>
</tr>
<tr>
<td>Phone: Susan Dolan, Treasurer 319-438-6388</td>
<td>319-438-1321</td>
</tr>
<tr>
<td></td>
<td>319-360-9556 (cell)</td>
</tr>
</tbody>
</table>

| Surveying Co:             | E-Mail                                       |
| Engineer:                 | Phone                                         |

| Property Information:     |                                               |
| Property Address 1355     |                                               |
| Sawyer Road Central City, Iowa 52214 |                                           |
| Address Range (block)     |                                               |
| Brief (Sec./Twp./Range)   |                                               |
| (Sec./Twp./Range) NW NW Sec. 1 85 6 |                                           |
| GPN(s) 06400-1-0712-76002-00000 |                                         |
| Rural Land Use            |                                               |
| Map Designation:          |                                               |
| Agricultural - AA         |                                               |
| Current Zoning:           | 72 A.                                         |
| Total Acres:              |                                               |

| Submittal Requirements:   |                                               |
| Application, Fee, Minor Site Plan Drawing | Proof of Insurance (if applicable) |
The following information shall be provided with the application.
Is the property located within the flood plain? Yes  No  X
Is the Proposed Use within the Flood Plain area? Yes  No  X

Temporary Use Period:
Beginning – Friday, July 24, 2020
Ending – Sunday, July 26, 2020

Description of Proposed Use:
The Mission Statement of Brown Farm says “To keep the past of agriculture and rural life alive.” Pioneer Days is a family-friendly event. Visitors will have a chance to see working demonstrations using antique machinery and horse-drawn vehicles and equipment. Our blacksmith shop, steam powered sawmill, and museum will provide a wide glimpse into the past of farming. Games and activities are provided for the children.

Days and Hours of Operation:
Friday evening, July 24, 2020  6-9 p.m.  Pot Luck Evening Meal for Brown Farm Volunteers
Saturday, 10-5, July 25, 2020  10-5, tractor ride sponsored by Coggon Lion’s Club leaves at 9
Sunday, 10-5, July 26, 2020  10-5

Will a building or structure be used and what type?
Flea Market – North Pole Building
Exhibits of vintage farm equipment – Old Barn
Petting Zoo – Annex to Old Barn
North Food Stand (optional) – tent
Museum – SE Pole Building
Food Stand – New Open Pavilion
Blacksmith Activities – Blacksmith Shop
Buffalo Fork Settlers Camp – tents

Will there be a sign? Per Article V, section 107-94 (j) include dimension details and content.
New sign last year
4’ x 10’ Printed on both sides
Brown Farm Pioneer Days
Last Weekend in July

Have you contacted the Building Division for review of applicable building code requirements?
Yes -  No  X

Restroom Facilities:
Currently provided on site – no
Portables will be brought to the site – yes
None available – no

Estimated increase in vehicle trips per day – 400-450

Type of vehicles using facility – passenger cars and pickups
Does the property have access from a state highway? No
Number of parking spaces provided – 325

The following documents shall be attached:
Proof of insurance, Minor Site Plan
<table>
<thead>
<tr>
<th>Case #</th>
<th>Date</th>
<th>Owner</th>
<th>Central City Historical Society</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>June 8, 2020</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Description of Proposed Use:**

Temporary use period:

**Will there be a sign?**

Will a building or structure be used and what type?

**Ends**

**Days & Hours of Operation**

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.

Linn County Planning & Development
Temporary Use
Page 2 of 2

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.

David J. Goodlove, President
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

Type of vehicles using facility

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

The following documents shall be attached:
- Proof of Insurance
- Minor Site Plan

www.linncounty.org/planning

935 2nd Street SW
Cedar Rapids, IA 52404
Phone 319.892.5130
Fax 319.892.5155

Included in
Nitrogen Sheet
SEVERE WEATHER PLAN FOR SPECIAL EVENTS or VENUES

Plan/Event Information for: _Brown Farm Pioneer Days

______________________________________________

Dates of Event/Site July 24-26, 2020

______________________________________________ (Enter "On-going" for a
 plan)

CONTACT INFORMATION:

Name: _David Goodlove, Pres., Historical Society; Gary Greif, Chm. Brown Farm
Committee

______________________________________________

Phone: _Goodlove – 319-438-1321 (home)319-360-9556, (cell); Greif – 319-350-
5989(cell)

______________________________________________

Email: Goodlove – Ddavididavid3@aol.com; Greif – greifdcnefins.net

I. GENERAL

A. This severe weather plan identifies protective actions to take during severe weather by management, personnel, and attendees of special/outdoor events sponsored by _Brown Farm Pioneer Days, Central City Historical Society

______________________________________________

B. Flexibility must be exercised when implementing this plan because of the wide variety and threat levels of severe weather that can occur. If discretion is exercised, err on the side of safety.

C. Use of the Incident Command System and Incident Action Plan is highly recommended. (Recommended on line course: FEMA ICS-100)

II. ASSUMPTIONS
The possibility of severe weather may exist at any time, especially during special events such as farmers' market, concerts, Freedom Festival, bike/foot races, carnival/fair, company picnics, etc.

III. BASIC PLAN

A. Designate a person or subcommittee to be responsible for employee safety during special events.

1. Designate the person or subcommittee to monitor weather conditions at least a day before the event and the day of the event.

   Person designated: Gary Greif, Brown Farm Committee Chairman

   1

2. If severe weather may threaten the area, take the weather alert radio to the special event and have someone monitor weather information sources. Linn County EMA may be able to assist with weather monitoring for large venues.

B. Notification Procedures

1. Before the event - If severe weather is anticipated for the time frame the event is scheduled, make plans to cancel or postpone the event:
   a. Identify shelter areas to accommodate anticipated attendance: (Attach)

   b. If shelter areas are not available, determine time necessary to clear venue. Enter that time here:
      TIME NECESSARY TO CLEAR VENUE: _30 minutes

      ________________

      EVENT TO BE POSTPONED/DELAYED/CANCELLED --
      DECISION TIME: __________________________
      (Event Start Time) minus (Time to Clear) equals
      Decision Time for Pending or Actual Severe Weather.

Revision 20120727
2. During the event - If severe weather occurs during the event, the following persons, in order of authority, will make the decision on postponing, delaying the start, or cancelling the event:

<table>
<thead>
<tr>
<th>NAME</th>
<th>Phone (Cell Preferred)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gary Greif</td>
<td>319-350-5989</td>
</tr>
<tr>
<td>Jim Greif</td>
<td>319-521-7480</td>
</tr>
<tr>
<td>David Goodlove</td>
<td>319-360-9556</td>
</tr>
<tr>
<td>Joe Ruley</td>
<td>319-551-4862</td>
</tr>
</tbody>
</table>

The same person(s) will make the appropriate announcements to those in attendance.

a. **Severe Thunderstorm Watch** - If a Severe Thunderstorm Watch is issued for the area, the following announcement will be made:

   "A Severe Thunderstorm Watch is in effect for our area. Event organizers are monitoring weather conditions and the event maybe (chose one) suspended/canceled/postponed on short notice. Please be prepared to leave the area as quickly as possible."

b. **Severe Thunderstorm Warning** - If a Severe Thunderstorm Warning is issued for the area, the following announcement will be made:

   "A Severe Thunderstorm Warning is in effect for our area. The event is (chose one) suspended/canceled/postponed until further notice. Please leave the area as soon as possible."

c. **Tornado Watch** - If a Tornado Watch is issued for the area, the following announcement will be made:

   "A Tornado Watch is in effect for our area. Event organizers are monitoring weather conditions and the event maybe
(chose one) canceled/postponed on short notice. Please be prepared to leave the area as quickly as possible."

d. **Tornado Warning** - If a Tornado Warning is issued for the area, the following announcement will be made:

"A Tornado Warning is in effect for our area. Take cover immediately. Do not go to your vehicle. Go to the Old Barn and Barn Annex ___________________.

e. **Tornado Sighting/Touchdown** - If a Tornado has been sighted in the area, or if a touchdown has occurred, the following announcement will be made:

A Tornado has been sighted. All persons should take cover immediately. Do not go to your vehicle. Go to the Old Barn and Barn Annex ___________________."

f. **Other Severe Weather** - If other severe weather occurs, such as heavy rain, high winds, lightning, hail, etc... all activities will be interrupted immediately and the following announcement will be made:

"This event is (chose one) suspended/canceled/postponed until further notice. Please leave the area/take cover as quickly as possible."

3. Other - ____________________________ (provide name) will have available a mobile phone, or other communication device in case emergency responders must report to the area due to injuries, etc... **Jim Greif, Prairieburg Fireman and Brown Farm Committee member, has a portable phone and pager that he will carry with him. He will be notified about EMA warnings and can monitor and talk to all Linn County Emergency facilities and the Linn County Sheriff's Office.

4. **LIGHTNING SAFETY** (a lightening detector may be available for checkout from Linn County Emergency Management.

A. All thunderstorms produce lightning and can be dangerous.
B. When cloud-to-ground lightning is seen or thunder is heard, outdoor activity should be stopped and everyone should be directed to shelter.

C. Do not resume activities until approximately 30 minutes have passed since the last thunder was heard.

(Alternate language modified from NCAA guidelines)

The following specific lightning safety guidelines have been developed with the assistance of lightning safety experts. Design your lightning safety plan to consider local safety needs, weather patterns and thunderstorm types.

a. As a minimum, lightning safety experts strongly recommend that by the time the monitor observes 30 seconds (approx. equivalent to 6 miles) between seeing the lightning flash and hearing its associated thunder, all individuals should have left the athletics/event site and reached a safer structure or location. Use of a lightening detector is helpful.

b. Please note that thunder may be hard to hear if there is an athletics event going on, particularly in stadiums with large crowds. Implement your lightning safety plan accordingly.

c. The existence of blue sky and the absence of rain are not guarantees that lightning will not strike. At least 10 percent of lightning occurs when there is no rainfall and when blue sky is often visible somewhere in the sky, especially with summer thunderstorms. Lightning can, and does, strike as far as 10 (or more) miles away from the rain shaft.

d. Avoid using landline telephones, except in emergency situations. People have been killed while using a landline telephone during a thunderstorm. Cellular or cordless phones are safe alternatives to a landline phone, particularly if the person and the antenna are located within a safer structure or location, and if all other precautions are followed.
e. To resume athletics/event activities, lightning safety experts recommend waiting 30 minutes after both the last sound of thunder and last flash of lightning. If lightning is seen without hearing thunder, lightning may be out of range and therefore less likely to be a significant threat. At night, be aware that lightning can be visible at a much greater distance than during the day as clouds are being lit from the inside by lightning. This greater distance may mean that the lightning is no longer a significant threat.

At night, use both the sound of thunder and seeing the lightning itself to decide on resetting the 30 minute “return-to-play/event” clock before resuming outdoor athletics/event activities. Again, a lightning detector is helpful.

f. People who have been struck by lightning do not carry an electrical charge. Therefore, cardiopulmonary resuscitation (CPR) is safe for the responder. If possible, an injured person should be moved to a safer location before starting CPR. Lightning-strike victims who show signs of cardiac or respiratory arrest need prompt emergency help. If you are in a 911 community, call for help. Prompt, aggressive CPR has been highly effective for the survival of victims of lightning strikes. Automatic external defibrillators (AEDs) have become a common, safe and effective means of reviving persons in cardiac arrest. Planned access to early defibrillation should be part of your emergency plan. However, CPR should never be delayed while searching for an AED.

Note: Weather watchers, real-time weather forecasts and commercial weather warning devices are all tools that can be used to aid in decision-making regarding stoppage of the event, evacuation and resumption/cancellation of the event.

I. IDENTIFICATION OF BEST AVAILABLE PROTECTIVE AREAS

A. In the event of a Tornado Warning, sighting, or touchdown the following locations are designated as the best available protective areas for outside, open spaces:
1. Ravine

2. Root Cellar

3.

IDENTIFICATION OF BEST AVAILABLE PROTECTIVE AREAS – cont.

B. In the event of a Tornado Warning, sighting, or touchdown the following locations are designated as the best available protective areas for inside areas:

1. Old Barn

2. Annex

3. Root Cellar

V. SUPERSESSION

This document is the initial Severe Weather Plan for Special Events for Brown Farm Pioneer Days________________________, and may be updated or amended as required.

Effective Date: June 8, 2020

Linn Co. EMA Review

Date Received: __________________________

Staff Member – reviewed by: __________________________

Date of Review: __________________________

Revision 20120727
Sample from last year

Nationwide Brokerage Solutions®

Indication # 1453731

Customer #: 998309

April 9, 2019

Brian R. Berg
1323 Boyson Rd
Hiawatha, IA 52233
Attn: Brian R. Berg

We are pleased to offer the following indication. Please review it carefully as the coverages, limits and/or terms may differ from those requested on the application.

If this is a new business indication, it is valid for 30 days from the date listed above.

Applicant: Central City Historical Society
DBA: c/o David Goodlove
Policy Period: 3 days
Company: Scottsdale Insurance Company
Line of Business: Special Event Liability
Operation: Special Event-Festival

General Liability Limits:

<table>
<thead>
<tr>
<th>Limit</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>General Aggregate (Other than Products/Completed Ops)</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products/Completions Aggregate:</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal &amp; Advertising Injury:</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence:</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Damage to Premises Rented to You:</td>
<td>$100,000</td>
</tr>
<tr>
<td>Medical Expense:</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

General Liability Deductible: N/A

General Liability Rating Basis:
Per: 3 Days

Terms and Conditions:

- The premium is subject to audit.
- The premium is 25% minimum earned – no flat cancellations.
- All fees are 100% fully earned
- Any premium generated by an Additional Insured form is 100% fully earned
- Any premium generated by a Special Event having already occurred is 100% fully earned
- The premium is minimum and deposit
- Terrorism coverage is available for an additional $90 plus state tax. If the Terrorism Form is not returned along with the additional premium, you will have no terrorism coverage under this policy.
- In the event of any material change in underwriting information, including losses, before coverage is bound, terms may be modified or withdrawn.

Note: All vendors, subcontractors, performers, and exhibitors must carry their own liability insurance with limits and coverages equal to or greater than those on this quote, and that names our applicant as an additional insured. It is the responsibility of the
insured to keep copies of the certificates, that meet the above guidelines, on file.

**Premium Breakdown:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>General Liability</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>Surplus Lines Tax</td>
<td>$19.25</td>
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<tr>
<td>Policy Fee</td>
<td>$125.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,944.25</strong></td>
</tr>
</tbody>
</table>

**Schedule of Forms:**

**Common Policy Forms**
- UTS-COVPG - Cover Page
- OPS-D-1 - Common Policy Declarations
- UTS-SP-2 - Schedule of Forms and Endorsements
- UTS-SP-3 - Schedule of Locations

**Liability Forms**
- CLS-SD-1L - Commercial General Liability Coverage Part Supplemental
- CLS-SP-1L - Commercial General Liability Coverage Part Extension
- CG 00 01 - Commercial General Liability Coverage Form
- CG 21 06 - Exclusion—Access or Disclosure of Confidential or Personal Information
- CG 21 47 - Employee Related Practices Exclusion
- CG 21 67 - Fungi or Bacteria Exclusion
- CG 21 73 - Exclusion of Certified Acts of Terrorism
- CG 24 26 - Amendment of Insured Contract Definition
- GLS-30s - Contractors Special Conditions
- GLS-47s - Minimum and Advance Premium Endorsement
- GLS-74s - Amendment of Conditions
- GLS-152s - Amendment to Other Insurance Conditions
- GLS-289s - Known Injury or Damage Exclusion - Personal & Advertising Injury
- GLS-341s - Hydraulic Fracturing Exclusion
- GLS-457s - Aircraft Exclusion
- GLS-526 - Total Firearms Exclusion
- IL 00 17 - Common Policy Conditions
- IL 00 21 - Nuclear Energy Liability Exclusion
- UTS-9g - Service of Suit
- UTS-74g - Punitive or Exemplary Damage Exclusion
- UTS-119g - Minimum Earned Cancellation Premium
- UTS-266g - Asbestos Exclusion
- UTS-267g - Lead Contamination Exclusion
- UTS-365s - Amendment of Nonpayment Cancellation Condition
- UTS-428g - Premium Audit
- CG 21 16 - Exclusion - Any and All Professional Exposures
- CG 21 44 - Limitation of Coverage to Premises
- GLS-5s - Special Event Participant Exclusion
- GLS-106s - Liquor Liability Exclusion
GLS-227s  Assault and/or Battery Exclusion
GLS-271s  Amusement Ride Exclusion
GLS-94s   Deductible Endorsement
GLS-103s  Designated Operations Exclusion-Any and all exposure for carriage rides
GLS-455s  Marijuana/Cannabis Products Exclusion

**State Forms**

IL 02 76  Iowa Changes - Cancellation and Nonrenewal
AGENT REQUEST TO BIND

Broker: Stephanie Soppe
Email: soppes1@nationwide.com
Phone: 515-508-7566

Binding Process:
(1) Email (alliedga@nationwide.com) or fax (866-433-4331) the required binding documents.
(2) When binding is confirmed, we will email a binder and invoice to your agency.
(3) Payment should be mailed, along with a copy of the invoice, to the address shown. Include financing paperwork if applicable. Checks should be made payable to Allied General Agency.

Commission: 10%

Required to Bind:
• Your signed request to bind (below)
• Completed and signed applications
• Completed and signed Terrorism Form
• Certificate from company insuring Carriage Rides
• A copy of the insured’s check for the gross amount. All checks are made payable to Allied General Agency.

Please take a moment to verify the named insured and dba are correct as shown at the top of page 1 of this quote. Indicate any changes needed below:
• Legal entity type: ___Individual ___Partnership (include names of all partners)
  ___ LLC ___Corporation
• Provide dba if not shown at top of quote: __________________________________________________________
• Change(s) needed: ____________________________________________________________________________

Payment Options:
• Net due in 18 days from inception date of coverage

REQUEST TO BIND COVERAGE - ACKNOWLEDGEMENT OF PREMIUM RESPONSIBILITY

Proposed Effective Date: ______________________________

We request that coverage be bound on the above-named insured with the proposed effective date shown. We understand and agree the actual inception date of the policy is dependent upon receipt of all binding requirements and final approval of Allied General Agency’s broker.

Signature of Agency representative: ________________________________________________________________

Date: ______________________________________________
POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

TERRORISM RISK INSURANCE ACT

Under the Terrorism Risk Insurance Act of 2002, as amended pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2015, effective January 1, 2015 (the “Act”), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act:

The term “certified acts of terrorism” means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from “certified acts of terrorism,” such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government agrees to reimburse eighty-five percent (85%) of covered terrorism losses in calendar year 2015 that exceed the statutorily established deductible paid by the insurance company providing the coverage. This percentage of United States Government reimbursement decreases by one percent (1%) every calendar year beginning in 2016 until it equals eighty percent (80%) in 2020. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

You should also know that the Act, as amended, contains a $100 billion cap that limits United States Government reimbursement as well as insurers’ liability for losses resulting from “certified acts of terrorism” when the amount of such losses in any one calendar year exceeds $100 billion. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

CONDITIONAL TERRORISM COVERAGE

The federal Terrorism Risk Insurance Program Reauthorization Act of 2015 is scheduled to terminate at the end of December 31, 2020, unless renewed, extended or otherwise continued by the federal government. Should you select Terrorism Coverage provided under the Act and the Act is terminated December 31, 2020, any terrorism coverage as defined by the Act provided in the policy will also terminate.
IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:


NOTE: In these states, a terrorism exclusion makes an exception for (and thereby provides coverage for) fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism coverage for such fire losses will be provided in your policy.

If you do not respond to our offer and do not return this notice to the Company, you will have no Terrorism Coverage under this policy.

| I hereby elect to purchase certified terrorism coverage for a premium of $___________. |
| I understand that the federal Terrorism Risk Insurance Program Reauthorization Act of 2015 may terminate on December 31, 2020. Should that occur my coverage for terrorism as defined by the Act will also terminate. |
| I hereby reject the purchase of certified terrorism coverage. |

Policyholder/Applicant's Signature

Print Name

Date

Named Insured/Firm

Policy Number, if available
CONSULTING AND ADVISORY SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of June, 2020 by and between Linn County, Iowa ("County"), located at 935 2nd Street SW, Cedar Rapids, Iowa 52404 and collectively L&L Murphy, Associates, located at 531 6th Street NW, Oelwein, Iowa, 50662 and Grant Consulting LLC, located at 1285 33rd Street SE, Cedar Rapids, Iowa 52401 (collectively "L&L/Grant").

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

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

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

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

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

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

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

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

4. **TERM AND RENEWAL.** This Agreement shall commence July 1, 2020 and shall terminate June 30, 2021. The County and L&L/Grant may renew this Agreement for an unlimited number of successive one-year terms. Such renewals will be negotiated upon terms mutually agreeable to the County and L&L/Grant.

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

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

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

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

**LINN COUNTY, IOWA**

By: __________________________
Ben Rogers, Chairperson
Board of Supervisors

**L&L MURPHY, ASSOCIATES**

By: __________________________
Larry Murphy
L&L Murphy, Associates

**GRANT CONSULTING, LLC**

By: __________________________
Gary Grant
Grant Consulting, LLC

Date: __________________________ Date: __________________________ Date: __________________________