LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA
Monday, July 22, 2019
10 a.m.
Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA

Call to Order

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

Minutes
Discuss and decide on meeting minutes.

Legislative update from the Iowa State Association of Counties (ISAC)

Public hearing to determine whether Linn County will convey to Forest Grove Farms Ltd. whatever interest Linn County may have in vacated right-of-way along Forest Grove Road south of E Berry Road in section 28-83-6.

Discuss request for two part time on-call youth leader positions for Juvenile Detention & Diversion Services.

Discuss request for a Full time intervention Counselor for Juvenile Detention & Diversion Services.

Discuss a proposed professional services contract with Novak Design Group for the Public Service Center renovation project.

Authorize Chair to sign Domain Authorization Letter for the procurement of LinnCounty-IA.gov domain name

Approve Cigarette Permit (retroactive to July 17, 2019) for the Whittier Market, located at 1002 County Home Rd., Springville, noting all conditions have been met.

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.

Payroll Authorizations
Discuss and decide on Employment Change Roster (payroll authorizations).

Claims
Discuss and decide on claims.

Correspondence

Appointments

Adjournment

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncounty.org.
RECEIVED
JUL 10 2019
LINN COUNTY HUMAN RESOURCES

LINN COUNTY HUMAN RESOURCES DEPARTMENT
JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5120 | FAX: 319-892-5129

VACANCY FORM
SELECT ONE:
☐ NEW POSITION

SELECT ONE:
☐ NEW JOB CLASSIFICATION

JOB TITLE: Part time on-call Youth Leader

DEPARTMENT: JDDS

VACANCY DATE: __________________________

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

POST TO INSIDE: ☐ YES ☐ NO

ADVERTISE: ☐ YES ☐ NO

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

SHIFT/HOURS: varied - no guaranteed hours

NUMBER OF POSITIONS: 2

NEW POSITION FUNDING SOURCE(S):
We have been forcing overtime on full time staff, this is an attempt to prevent forced overtime - which is also a cost savings in hourly rate pay.

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

APPROVED BY: __________________________ DATE 7-10-19

DEPARTMENT HEAD (original signature required)

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:
PAY GRADE: __________________________ STARTING SALARY: __________________________

HR DIRECTOR COMMENTS: __________________________

FINANCE/BUDGET DIRECTOR COMMENTS: __________________________

APPROVED BY: __________________________ DATE 7-15-19

HUMAN RESOURCES DIRECTOR

APPROVED BY: __________________________ DATE 7/17/19

FINANCE/BUDGET DIRECTOR

APPROVED BY: __________________________ DATE

CHAIRPERSON/BOARD OF SUPERVISORS
VACANCY FORM

SELECT ONE:
☐ NEW POSITION
☐ REPLACEMENT
REPLACES: __________________________

☐ NEW JOB CLASSIFICATION
☐ EXISTING JOB CLASSIFICATION

JOB TITLE: Intervention Counselor

DEPARTMENT: JDDS

SHIFT/HOURS: Friday-Tuesday 1-9:30pm

VACANCY DATE: 7/19/19

NUMBER OF POSITIONS: 1

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

NEW POSITION FUNDING SOURCE(S):
Grant contract to provide Detention Alternative and Pre-Charge Diversion Programming to Johnson County.

POST TO INSIDE: ☑ YES ☐ NO

ADVERTISE: ☑ YES ☐ NO

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

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

APPROVED BY:  __________________________
DEPARTMENT HEAD (original signature required)

DATE 7-18-19

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: __________________________ STARTING SALARY: __________________________

HR DIRECTOR COMMENTS: __________________________

FINANCE/BUDGET DIRECTOR COMMENTS: __________________________

APPROVED BY:  __________________________
HUMAN RESOURCES DIRECTOR

DATE 7-18-19

APPROVED BY:  __________________________
FINANCE/BUDGET DIRECTOR

DATE 7/18/19

APPROVED BY: __________________________
CHAIRPERSON/BOARD OF SUPERVISORS

DATE
AGREEMENT made as of the First day of July in the year 2019  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

Linn County, State of Iowa  
Jean Oxley Public Service Center  
935 Second Street SW  
Cedar Rapids, IA 52404  

and the Architect:  
(Name, legal status, address and other information)

Novak Design Group, PLC  
3801 River Ridge Drive NE  
Cedar Rapids, IA 52402  
319-393-9334

for the following Project:  
(Name, location and detailed description)

Jean Oxley Public Service Center  
Front Entrance Renovation and added subsurface drainage and discharge at Northeast  
Corner of Building.  
Cedar Rapids, IA

The Owner and Architect agree as follows.  
The project includes the following:  
Removal of the existing revolving door at the buildings main entrance and design for a  
new entrance vestibule with canopy.  Removal and replacement of the existing concrete  
sidewalk and snow melt system at the main building entrance as well as the concrete  
sidewalk along the north side of the existing parking lot.  The new concrete sidewalk will  
be placed at the same elevation as the existing parking lot.  The striping of the parking lot  
will be modified adjacent to the replaced concrete sidewalk to provide additional ADA  
compliant parking stalls.  
At the northeast corner of the building a sub-surface drainage system will be installed  
with the ability to discharge water into existing storm sewer or to pump the water to  
discharge at grade.

ADDITIONS AND DELETIONS:  
The author of this document has added information needed for its completion. The author may also  
have revised the text of the original AIA standard form. An Additions and  
Deletions Report that notes added information as well as revisions to  
the standard form text is available  
from the author and should be reviewed. A vertical line in the left  
margin of this document indicates  
where the author has added  
necessary information and where  
the author has added to or deleted  
from the original AIA text.  

This document has important legal  
consequences. Consultation with an  
attorney is encouraged with respect  
to its completion or modification.
ARTICLE 1 ARCHITECT’S RESPONSIBILITIES
The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect’s services include the following consulting services, if any:

Structural Engineering, M2B Structural Engineers; Electrical, Mechanical and Plumbing Engineering, West Plains Engineering; Civil Engineering, Hall & Hall Engineers.

During the Design Phase, the Architect shall review the Owner’s scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner’s approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner’s representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect’s authority and responsibility during construction is described in AIA Document A105™–2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105–2017, those modifications shall not affect the Architect’s services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER’S RESPONSIBILITIES
The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner’s information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS
Drawings, specifications and other documents prepared by the Architect are the Architect’s Instruments of Service, and are for the Owner’s use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect’s Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner’s use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT
In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner’s failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days’ written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.
ARTICLE 5 MISCELLANEOUS PROVISIONS
This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT
The Architect’s Compensation shall be:

Stipulated Sum of Forty-Nine Thousand Five Hundred Dollars ($49,500)

The Owner shall pay the Architect an initial payment of zero ($ 0.00 ) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus zero percent ( 0 %).

Payments are due and payable upon receipt of the Architect’s monthly invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest from the date payment is due at the rate of one percent ( 1 %) per month, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors’ requests for substitutions of materials or systems; providing services necessitated by the Contractor’s failure to perform; and the extension of the Architect’s Article 1 services beyond twelve ( 12 ) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS
(Insert descriptions of other services and modifications to the terms of this Agreement.)

Limitation of Liability:
In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed $150,000, or the Consultant’s total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)
Stacey Walker
Chair, Linn County Board of Supervisors
(Printed name and title)

ARCHITECT (Signature)
Gary M. Landhauser AIAPartner
(Printed name, title, and license number, if required)

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User Notes: (389ADA50)
7/22/2019

.Gov Domain Registration
c/o Verisign, Inc.
12061 Bluemont Way
Reston, Virginia 20190

Dear Domain Manager,

As Board of Supervisors Chair for Linn County, Iowa, I formally request that authority over the LinnCounty-IA.gov second-level domain name be delegated to Linn County, Iowa. I attest that I am the highest-ranking official for Linn County, Iowa or have signing rights on behalf of the Board of Supervisors for Linn County, Iowa.

This domain name will be used for official county business (website, email). The use of this domain is consistent with the County of Linn County Internet policy. In addition, I will ensure the content of the requested domain name conforms to the .gov policy.

By requesting this domain name, I acknowledge that I will be responsible for payment of the annual $400 domain fee. I understand that if I wish to retire my domain, I must submit a written request to registrar@dotgov.gov. If a written request is not submitted, I understand that I will continue to be responsible for all accrued domain fees.

The following individuals will be listed as points of contact for LinnCounty-IA.gov. It is understood that the contact information must remain valid and up to date, and that administrative, billing, and technical points of contact will be unique.

Administrative Point of Contact
Phil Lowder
I.T. Director
935 Second Street SW, Cedar Rapids, IA 52404
319.892.5250
Phil.Lowder@linncounty.org

Billing Point of Contact

Joi Alexander
Communications Director
935 Second Street SW, Cedar Rapids, IA 52404
319.892.5118
Joi.Alexander@linncounty.org

Technical Point of Contact
Dominic Roberts
Infrastructure Manager
1240 26th Avenue Ct SW, Cedar Rapids, IA 52404
319.892.5267
Dominic.Roberts@linncounty.org

Security Point of Contact
ITInfrastructure@linncounty.org

Sincerely,

Printed Name

Title