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.

Proclamation: 14th Annual Five Seasons Stand Down Day, September 6, 2019

Second Reading of an Ordinance Amending Chapter 20 of the Code of Ordinances, Linn County, Iowa by Repealing, Amending, and Adding Sections in Article III Relating to the General Assistance Program.

Discuss an agreement between Johnson County and Linn County Juvenile Detention & Diversion Services for a Detention Alternative and Pre-charge Diversion Program.

Discuss a Memorandum of Understanding and Letter of Intent for Temporary Lease of 6th floor of Veterans’ Memorial Coliseum by Linn County Elections

Approve and authorize Chair to sign and serve a Notice of Termination of Farm Tenancy to Carson Farms, LLC and Picket Fence Family Farms, LLC for leased real estate commonly known as the Dows Farm

Discuss proposed revisions to Board of Supervisors Policy FM-038, Investment Policy

Approve Class C Liquor License for the Indian Creek Nature Center, 5300 Otis Rd. SE, noting all conditions have been met.

Discuss a contract with Baker Group for card access regarding the CSB TI remodel project.

Discuss a change order for the Linn County Courthouse remodel project.

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.
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.
COUNTY OF LINN

PROCLAMATION

14th Annual Five Seasons Stand Down Day

September 6, 2019

Whereas, Linn County Veteran Affairs, in partnership with the Cedar Rapids Metro Area Veterans Council, the Iowa City VA Medical Center, and the Linn County Continuum of Care will hold Linn County's 14th annual Stand Down for homeless and near-homeless veterans and non-veterans, and;

Whereas, Stand Down is a term used in the Vietnam war in which exhausted combat units come off the battlefield to rest and recover in a place of safety; and

Whereas, According to the U.S. Department of Veteran Affairs, the first Stand Down was organized in 1988 by a group of Vietnam Veterans in San Diego, and;

Whereas, Today, Stand Down also refers to a community-based program that assists homeless and near-homeless veterans with the transition to community living by providing access to human service agencies, including benefits counseling (Social Security and Veterans), employment and training assistance, eye examinations, health care screenings, housing services, legal assistance, mental health treatment and substance abuse counseling, and;

Whereas, Stand Downs have been used as an effective tool in reaching out to homeless veterans, nationally reaching more than 200,000 veterans and their family members.

Now, Therefore, we, the Linn County Board of Supervisors, do hereby proclaim

September 6, 2019

14th Annual Five Seasons Stand Down Day

and encourage residents to recognize the positive impacts of this event to assist Veterans, and to express gratitude to those who have served and continue to serve.

Linn County Board of Supervisors

Chairperson
AN ORDINANCE AMENDING CHAPTER 20 OF THE CODE OF ORDINANCES, LINV COUNTY, IOWA BY REPEALING, AMENDING, AND ADDING SECTIONS IN ARTICLE III RELATING TO THE GENERAL ASSISTANCE PROGRAM

BE IT ORDAINED by the Board of Supervisors of Linn County, Iowa, as follows:

SECTION 1. SECTION MODIFIED. Chapter 20, Article III, Section 20-62(a)(2) of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:

Sec. 20-62(a)(2) - All applicants with children who would receive family investment program (FIP) benefits if enrolled in FIP through the Iowa Department of Human Services shall immediately enroll in the program to be eligible for the Linn County General Assistance Program.

SECTION 2. SECTION REPEALED. Chapter 20, Article III, Section 20-62(3) of the Code of Ordinances, Linn County, Iowa is hereby repealed.

SECTION 3. SECTION REPEALED. Chapter 20, Article III, Section 20-62(5) of the Code of Ordinances, Linn County, Iowa is hereby repealed.

SECTION 4. SECTION MODIFIED. Chapter 20, Article III, Section 20-63(b) of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:

Sec. 20-63(b) - Any adult member of the applying household without a documented disability who refuses to accept any bona fide offer of employment, or who voluntarily quits existing employment, shall cause the applying household to be deemed ineligible for assistance under the provisions of this article for a period of one month from the date on which the offered employment would have commenced or on the date said person voluntarily quit existing employment. Should the person be able to document new employment, reapplication for assistance can be made without the enforcement of the period of ineligibility. Accepting work assignments from a temporary employment agency will not be considered new employment.

SECTION 5. SECTION MODIFIED. Chapter 20, Article III, Section 20.63(c) of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:

Sec. 20-63(c) - Any adult member of the applying household without a documented disability who is terminated for cause from previous employment shall cause the applying household to be deemed ineligible for assistance under the provisions of this article for a period of one month from the date of termination. Should the person be able to document new employment, reapplication for assistance can be made without the enforcement of the period of ineligibility.

SECTION 6. SECTION MODIFIED. Chapter 20, Article III, Section 20-64(c) of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:

Sec. 20-64(c) - Assistance shall not be granted or used for the payment of taxes, interest (other than home mortgage interest), carrying charges, delinquent payments, or other payments not directly necessary for the support and maintenance of the applying household.
SECTION 7. SECTION REPEALED. Chapter 20, Article III, Section 20-66(c) of the Code of Ordinances, Linn County, Iowa is hereby repealed.

SECTION 8. SECTION MODIFIED. Chapter 20, Article III, Section 20.67 of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:

Sec. 20-67. – Food/essential non-food items.

Food/essential non-food items which may be paid for through this program are limited to an exclusive list of items approved by resolution of the Board of Supervisors.

SECTION 9. SECTION ADDED. Chapter 20 – SOCIAL SERVICES, ARTICLE III – GENERAL ASSISTANCE PROGRAM, of the Code of Ordinances, Linn County, Iowa, is amended by adding thereto a new Section 20-74, SECURITY DEPOSIT ASSISTANCE, hereby created to read as follows:

Sec. 20-74. – Security deposit assistance.

(a) Households defined by the United States Department of Housing and Urban Development as category 1 or as category 4 homeless, that also meet the eligibility criteria established in Sec. 20-60, are eligible to receive security deposit assistance not to exceed $450 in addition to the 2-months of needy assistance established by a Resolution of the Linn County Board of Supervisors.

(b) Households eligible to receive security deposit assistance are also subject to the following requirements:

(1) Must be referred to Linn County General Assistance from a partnering agency that provides services to the homeless population;

(2) May receive security deposit assistance only one time during a 5-year period;

(3) Must return the amount of security deposit assistance provided by Linn County General Assistance to Linn County General Assistance upon termination of the lease subject to said security deposit.

SECTION 10. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 11. SEVERABILITY. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 12. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 13. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.
LINN COUNTY BOARD OF SUPERVISORS

Stacey Walker, Chair  
Ben Rogers, Vice Chair

Brent Oleson, Supervisor

ATTEST:

Joel Miller, County Auditor

I, Linn County Auditor, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors.

Joel Miller, County Auditor

State of Iowa  
County of Linn

This instrument was acknowledged before me on the _______ day of _____________, 2019, by Joel Miller as Linn County Auditor.

Notary Public, State of Iowa

First reading on the _______ day of ___________ 2019.  
Second reading on the ______ day of ___________ 2019.  
Third reading and final passage on the______ day of ___________ 2019.  
Published in The Gazette on the____________ day of ___________ 2019.
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) and the pre-charge diversion program (LADDERS).

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 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.
   - Complete a monthly & quarterly service & outcomes report.

B. **LADDERS Pre-charge Diversion Program**
   - Provide an anticipated 40 – 60 youth with one, 2 -4 hour session to complete requirements of program. Program requirements include up to two hours of community services, development of an impact statement, informal needs assessment and skill building exercise.
   - Contact referral family within 24 hours of a referral. It is expected program completion will be within 10 days of the referral.
   - Develop an array of options for completion of community service.
   - Provide youth and family with referrals for supportive services as needed.
   - Maintain regular phone, in-person and written communication with Juvenile Court Services.
   - Complete mental health and substance abuse screenings when necessary and refer to appropriate services.
   - Complete a monthly & quarterly service and outcomes report.
C. One full-time equivalent staff as the primary designated specialist serving Johnson County and back-up personnel. Program staff will have a minimum of an AA degree in criminal justice, sociology, social work or related field and experience in working with adolescents and diverse populations. Recipient will complete criminal background and child abuse checks on staff.

II. FUNDING

A. As its sole obligation under this Agreement, the County shall reimburse the recipient for costs incurred for the program per 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 30 day’s 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 upon signing and shall terminate on June 30, 2020, 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:  

_________________________________________  ______________________________
Lisa Green Douglass, Board of Supervisor Chair  Date

For Linn County

Name  ______________________________
  Date

_________________________________________
Title

ATTEST:

_________________________________________
Travis Weipert, Auditor  Date
Memorandum of Understanding (MOU)

WHEREAS, the Linn County Board of Supervisors and the Veterans Memorial Commission (VMC) have favorably agreed to come together and wish to formalize an understanding by outlining the intent to occupy rooms/office space and hereby set forth an understanding of the services to be provided within the Veterans Memorial Building, Cedar Rapids, Iowa.

WHEREAS, this MOU, a Letter of Intent, and any Attachments are hereby presented to the VMC for approval.

I. SUMMARY OUTLINE OF RESPONSIBILITIES: the Veterans Memorial Commission (VMC) and Linn County agree:

(A) The VMC is responsible for the management, development, operations and maintenance of the Veterans Memorial Building, Veterans Memorial Stadium (home to the Cedar Rapids Kernels) and the All-Veterans Memorial Park.

The VMC as set out in Chapter 37 of the Code of Iowa, consists of not more than seven members who are appointed by the Mayor (ex-officio member) and confirmed by the City Council. All members shall be honorably discharged soldiers, sailors, marines, airmen, or coastguard members and must be residents of Cedar Rapids, Iowa.

(B) The Linn County Elections Office will be the entity occupying VMC space. Linn County Elections runs elections for Linn County voters. The mission of the Linn County Auditor’s Office is, “Every person engaged in local government.”

(C) The Linn County Board of Supervisors will be the entity signing the lease agreement. Rental payment shall be made by the Linn County Auditor’s Office.

II. ROLES AND RESPONSIBILITIES:

(A) ROLES. It is hereby agreed that Linn County Elections: Will demonstrate and take great pride in showing excellent stewardship in the opportunity to provide services from the Veterans Memorial Building. Become a compliment to and demonstrate every effort in working collaboratively with other organizations currently operating from the Veterans Memorial Building.

(B) FRAMEWORK.

1) The VMC will provide the rental/lease of approximately 3000 sq. foot of office space, the area of the 6th floor, to be utilized by Linn County Elections during normal Veterans Memorial Building business hours and 24 hours a day as needed.
The space will be available on City Holidays, Sundays, and evenings, through keycard access.

2) The VMC will provide utilities (heat, electric, water, garbage and recycle removal) on a pro-bono basis.

3) The VMC staff will work with Linn County Elections in calendaring the use of common rooms, meeting spaces, and the Armory floor (see Iowa Code Chapter 37.18.1.b.) for programming including for example, board meetings or workshops as the calendar allows. If applicable—and at the agreed rate—VMC staff shall also assist in drawing-up an agreement for each use of rentable spaces (Coliseum, Armory, Ballroom) for Linn County Elections mission-related Veterans programming such as: specialty classes and events, etc.

III. INSURANCE AND INDEMNITY:

(A) PROPERTY INSURANCE. VMC and Linn County agree to insure their respective real and personal property for the full insurable value. VMC may self-insure. Linn County is self-insured. Such insurance shall cover losses included in the Insurance Services Office Broad Form Causes of Loss (formerly fire and extended coverage). To the extent permitted by their policies the VMC and Linn County waive all rights of recovery against each other.

(B) LIABILITY INSURANCE. Linn County shall provide a certificate of self-insurance to the VMC. Such self-insurance shall cover liability arising from premises operations, independent contractors, personal injury, products and completed operations and liability assumed under an insured contract. This policy shall be endorsed to include the Cedar Rapids Veterans Memorial Commission, the City of Cedar Rapids, and their officers and employees, as additional insured.

(C) CERTIFICATES OF INSURANCE. Prior to the time the MOU takes effect Linn County will provide the VMC with a certificate of self-insurance with these property and liability insurance requirements.

(D) VMC and Linn County shall each provide a copy of this MOU to their respective insurers.

(E) LIABILITY FOR DAMAGE. Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.
(F) INDEMNITY. Except as provided in elsewhere herein, Linn County will only to the extent permitted by the Iowa Constitution and laws of the State of Iowa protect, defend and indemnify VMC, and each of VMC’s officers, directors, employees, agents, contractors, representatives, successors, and assigns, from and against any and all loss, costs, damage and expenses which arise out of or are in any way direct results of Linn County’s negligence, except for and to the extent that such damages or injuries have been established by a court of competent jurisdiction to have directly resulted from VMC’s negligence in performing its duties and obligations pursuant to this Agreement.

Linn County shall maintain the defenses available to it pursuant to Chapter 670 of the Code of Iowa.

(G) CASUALTY. In the event of a partial destruction or damage of the premises, which is a business interference which prevents the conducting of a normal business operation and which damage is reasonably repairable within sixty (60) days after its occurrences, this MOU shall not terminate. In the event of a partial destruction, VMC shall repair such damages within 60 days of its occurrence, unless, prevented from doing so by acts of God, government regulations, or other causes beyond VMC’s reasonable control.

IV. COMMITMENT TO AGREEMENT:

(A) None withstanding any other provisions of this MOU, the Veterans Memorial Commission and its Directors, reserve the right to ask Linn County to vacate the premises and/or relocate to an alternate space should it become necessary. Said notice will be in writing and Linn County shall have 30 days from notice to comply. Linn County shall also reserve the right to cancel its MOU with the VMC. Said notice will be in writing and shall include 30 days from notice to comply.

(B) The collaboration of services shall focus on the Eastern-Iowa Veteran and abide by The City of Cedar Rapids and all Linn County rules and regulations including health, fire, and police departments.

We, the undersigned have read and agree with this MOU. Further, we have reviewed the Letter of intent and adopt it as part of this agreement.

By ____________________________ Date __________________
Linn County Supervisor

By ____________________________ Date __________________
Linn County Supervisor

By ____________________________ Date __________________
Linn County Supervisor

By________________________ Date __________________
Sign and print name
Director, Veterans Memorial Commission

By________________________ Date __________________
Sign and print name, Commission Chair, Veterans Memorial Commission
August 21, 2019

Re: Letter of Intent for Veterans Memorial Coliseum

Paul Pestel
Veterans Memorial Facilities Director
50 2nd Ave Bridge, 3rd Floor
Cedar Rapids, IA 52401

Mr. Pestel,

Thank you for the opportunity for Linn County Election Services to rent the 6th floor of the Veterans Memorial Coliseum. We appreciate your efforts.

The Linn County Board of Supervisors will sign the agreement, and the Linn County Auditor’s Office will provide payment under the agreement. Linn County has already provided a certificate of self-insurance.

Certificate of Occupancy:

It is Linn County’s understanding that the 6th floor of the VMC will be finished by the beginning of 2020. Linn County requests a Certificate of Occupancy from the City of Cedar Rapids one month before the lease day is to begin (i.e. February 1, 2020). In the instance that a Certificate of Occupancy is not obtained, Linn County Elections will not be held to the Memorandum of Understanding (MOU).

Physical Requirements/Layout:

As indicated in an email from Eric Loecher to Paul Pestel on Thursday, June 20th, a suggested design layout has been sent. Each work station should have an outlet and a network port. There are at least 21 items which will require a network connection. The floor should also have at least 24 active ports.

Linn County also requires internet connectivity congruent with Linn County’s system. Linn County’s Phil Lowder has arranged with the City of Cedar Rapids to split the fiber necessary to create connectivity. The City of Cedar Rapids will take this action in mid-August at no cost to Linn County.

Desired Operational Hours:

Linn County Elections hours may vary significantly. General hours are 8-5 Monday through Friday. However, during a presidential election year, team members may be working weekends and late evenings. As the 2nd Avenue entrance is a keyed entrance, the VMC will update the 1st Avenue entrance to allow keycard entrance outside regular business hours.
Rental and Dates of Occupancy:
Rental will be $2,083.33/month. Dates of occupancy will be March 1, 2020-November 30, 2020. Utilities and access cards are provided by the VMC.

Insurance:
Linn County is self-insured. Linn County Risk Manager, Steve Estenson, has provided a certificate of self-insurance to the VMC and the City of Cedar Rapids.

Access Cards:
Election security is of vital national, state, and local interest. Therefore, controlling who has access to the facilities is extremely important. It is the understanding of Linn County Elections that Paul Pestel, Veterans Memorial Facilities Director, is the sole controller of keycard access for the Veterans Memorial Coliseum. In other words, no other person has the ability to set access to the building other than Paul Pestel.

It is also the understanding of Linn County Elections that Rebecca Stonawski will provide Paul Pestel with a list of names of people who should be granted access to the restricted areas on the 6th floor. Paul Pestel will create key cards for those individuals. No other individuals, including Paul Pestel and the VMC’s cleaning staff/facility maintenance, will have access to the restricted areas of the 6th floor for the time of this lease – unless they are escorted by a Linn County Elections worker. Rebecca Stonawski will monitor the access logs for any unusual activity.

Cleaning Requirements:
Linn County Elections will maintain the cleanliness of the restricted areas of the 6th floor. Publicly accessible areas such as 6th floor bathrooms and the vestibule outside the 6th floor elevator will be routinely cleaned by VMC cleaning staff. Linn County Elections will place garbage/recycling containers in the vestibule area in the evenings for cleaning staff to dispose of.

Sincerely,

Linn County Board of Supervisors
NOTICE OF TERMINATION OF FARM TENANCY

To: Robert Carson and Cynthia Carson
Carson Farms, LLC
2830 Brandon Court
Marion, IA  52302

Gregory Carson
Picket Fence Family Farms, LLC
2830 Brandon Court
Marion, IA  52302

Date: August 26, 2019

You and each of you are hereby notified pursuant to Iowa Code Sections 562.5 and 562.7 that your tenancy of the real estate located in Marion Township, Linn County, Iowa now occupied by you, and as described below, will terminate and expire on the 1st day of March 2019, and such tenancy will not continue after said date.

You will therefore take notice and govern yourselves accordingly.

The property (real estate) is described as:

SW NW 16-83-6, Ex Linn Co V 1821, P 39 (Tax Parcel 15162-51002-00000); and
SE NW – Ex V 1821 P 39 16-83-6 (Tax Parcel 15162-76001-00000); and
NW SW 16-83-6 (Tax Parcel 15163-26001-00000); and
NE SW-Ex Hwy 13 16-83-6 (Tax Parcel 15163-01001-00000); and
E ½ SE ¼ Section 17-83-6, Linn County, Iowa, except Public Highway, excepting therefrom the NE SE (Tax Parcel 15174-76001-00000); and
SW SW, Ex Roads 16-83-6 (Tax Parcel 15163-51001-00000); and
SE SW, Ex Roads, 16-83-6 (Tax Parcel 15163-76001-00000); and
That part of the NE ¼ lying E-ly of the Public Highway Section 17-83-6, Linn County, Iowa, described as follows: Beginning at a point 12 chains and 62 links East of the SW corner of said NE ¼ ; thence East 12 chains and 64 links; thence North 24 chains; thence West 12 chains and 63 links; thence South 24 chains to the point of beginning; excepting therefrom that part of a parcel described in a Warranty Deed filed December 11, 1981, in Vol. 1821, Page 39 in the Office of the Linn County, Iowa Recorder; and
N ½ SW ¼ NE ¼ and S ½ SW ¼ NE ¼, Section 20-83-6, Linn County, Iowa (Tax Parcels 15201-51001-00000 and 15201-51002-00000); and
W ½ NW ¼ SE ¼ and E ½ NW ¼ SE ¼, Section 20-83-6, Linn County, Iowa (Tax Parcels 15-204-26001-00000 and 15204-26002-00000); and
E ½ SE ¼, Section 20-83-6, Linn County, Iowa (Tax Parcels 15204-01001-00000 and 15204-76001-00000); and

SW ¼ SE ¼ Section 20-83-6, Linn County, Iowa, except that part lying west of the roadway, and further excepting that part described as follows: Commencing as a point of reference at the SW corner of the SE ¼ of said Section 20, thence due East (the south line of the SE ¼ of said Section 20 is assumed due East and West) 247.50 feet along the South line of the SE ¼ of said Section 20 to the point of beginning of the parcel herein described; thence due East 660 feet along the South line of the SE ¼ of said Section 20 to a point; thence North 0° 51’ West 742.50 feet to a point; thence due West 660.0 feet to a point on the centerline of the public road; thence South 0° 51’ East 742.50 feet along the centerline of the public road to the point of beginning, subject to the public highways (Tax Parcel 15204-51001-00000).

LINN COUNTY, IOWA – OWNER

______________________________
Stacey Walker, Chairperson
Linn County Board of Supervisors
I. PURPOSE/OBJECTIVE
The primary objectives, in order of priority, of all investment activities involving the financial assets of the County shall be the following:

1. Safety: safety and preservation of capital in the overall portfolio.
2. Liquidity: maintaining the necessary liquidity to match expected liabilities.
3. Return: obtaining a reasonable return.

II. SCOPE
This policy shall apply to all operating funds, bond proceeds, and other funds and all investment transactions involving operating funds, bond proceeds and other funds accounted for in the financial statements of Linn County (the “County”). Applicable law and this written Investment Policy must authorize each investment made pursuant to this Investment Policy.

The investment of bond funds or sinking funds shall comply not only with this Investment Policy, but also be consistent with any applicable bond resolution.

This Investment Policy is intended to comply with Iowa Code Sections 11.6, 12B.10, 12B.10A, 12B.10B, 12B.10C, Iowa Code Chapter 12C, and all other applicable law.

Upon passage and upon future amendment, if any, copies of this Investment Policy shall be delivered to all the following:
1. The County Board of Supervisors.
2. All depository institutions or fiduciaries for public funds of the County.
3. The external auditor engaged to perform the audit of any fund of the County.
4. All third parties assisting with or facilitating investments of the funds of the County.

III. DEFINITIONS

Agent: individual authorized by another person, called the principal, to act on behalf of the latter, in transactions involving a third party.

Certificate of Deposit (CD): a time deposit, a financial product offered consumers in the United States by depository institutions. CDs have specific, fixed terms (monthly, three months, six months, or one to five years) and, usually at a fixed interest rate.

Commercial Paper: short-term obligation with maturities ranging from 2 to 270 days issued by banks, corporations, and other borrowers to investors with temporarily idle cash. Such instruments are unsecured and usually discounted, although some are interest-bearing.

Custodial Agreement: arrangement under which a nominee or registered owner holds an asset or property as a custodian on behalf of an actual owner (beneficial owner). Such agreements are generally entered into by state agencies to administer various benefit programs.

Delivery Versus Payment (DVP): securities industry procedure common with institutional accounts whereby delivery of securities sold is made to the buying customer’s bank in exchange for payment, usually cash.

Depository Institution: a financial institution in the United States (such as a savings bank, commercial bank, savings and loan association, or credit union) that is legally allowed to accept monetary deposits from customers. An example of a non-depository institution is a mortgage bank. While licensed to lend, a mortgage bank cannot accept deposits.

Derivative: a security whose price is dependent upon or derived from one or more underlying assets. A derivative itself is a contract between two or more parties. Its value is determined by fluctuations in the underlying asset. The most common underlying assets include stocks, bonds, commodities, currencies, interest rates, and market indexes. Most derivatives are characterized by high leverage.

Fiduciary: person, company, or association holding assets in trust of a beneficiary.

Futures Contract: agreement to buy or sell a specific amount of a commodity or financial instrument at a particular price on a stipulated future date.
**Iowa Public Agency Investment Trust (IPAIT):** professionally managed common law trust organized and operated as a diversified open-end management investment company created with the objective of providing Iowa cities, counties, city utilities, and other eligible participants with a convenient method for investing their funds in a manner that will maximize current income consistent with safety of principal and the required degree of liquidity for operating funds.

**Open – End Management Investment Company:** Investment Company that sells mutual funds to the public. The terms arise from the fact that the firm continually creates new shares on demand. Mutual fund shareholders buy shares at net asset value and can redeem them at any time at the prevailing market price, which may be higher or lower than the price at which the investor bought.

**Operating Funds:** those funds that are reasonably expected to be expended during the current budget year or within fifteen (15) months of receipt.

**Option:** right to buy or sell property that is granted in exchange for an agreed-upon sum. If the right is not exercised after a specified period, the option expires and the option buyer forfeits the money.

**Portfolio:** combined holding of more than one stock, bond, commodity, real estate investment, cash equivalent, or other asset by an individual investor.

**Prime Banker’s Acceptance:** time draft drawn on and accepted by a bank, the customary means of effecting payment for merchandise sold in import-export transactions and a source of financing used extensively in international trade.

**Repurchase (Repo) Agreement:** agreement between a seller and a buyer, usually of U.S. Government securities, whereby the seller agrees to repurchase the securities at an agreed upon price and, usually at a stated time.

**Reverse Repurchase Agreement:** the purchase of securities with agreement to sell them at a higher price at a specific future date. For the party selling the security (and agreeing to repurchase it in the future) it is a repo; for the party on the other end of the transaction (buying the security and agreeing to sell in the future) it is a reverse repurchase agreement.

**Safekeeping:** storage and protection of a customer’s financial assets, valuables, or documents, provided as a service by an institution serving as agent and, where control is delegate by the customer, also as custodian.

**Sinking Fund:** a fund established by a government or business for the purpose of reducing debt by repaying or purchasing outstanding loans and securities held against the entity.
Speculation: assumption of risk in anticipation of gain but recognizing a higher than average possibility of loss.

IV. INDEX OF POLICY SECTIONS
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V. DELEGATION OF AUTHORITY
In accordance with Iowa Code Sections 12B.10 and 12C.1, the responsibility for conducting investment transactions resides with the Treasurer of Linn County (the “Treasurer”). Only the Treasurer, a Deputy of the Treasurer, and those authorized in writing by the Treasurer may invest public funds. A copy of any empowering documentation shall be attached to this investment policy. All contracts or agreements with outside persons investing public funds, advising on the investment of public funds, directing the deposit or investment of public funds, or acting in a fiduciary capacity for the County shall require the outside person to notify the County, in writing, within thirty (30) days of all communications from the auditor of the outside person, or any regulatory authority, of the existence of a material weakness in the internal control structure of the outside person, or of any regulatory orders or sanctions regarding the type of services being provided to the county by the outside person.

The records of investment transactions made by or on behalf of Linn County are public records and are the property of the County whether in the custody of the County or in the custody of a fiduciary or other third party.

The Treasurer shall establish a written system of internal controls and investment practices. The controls shall be designed to prevent losses of public funds, to document those officers and employees of the Treasurer responsible for elements of the investment process, and to address the capability of investment management. The controls shall provide for receipt and review of the audited financial statements and related reports on internal control structure of all outside persons performing any of the following for this public body:
1. Investing public funds.
2. Advising on the investment of public funds.
3. Directing the deposit or investment of public funds.
4. Acting in a fiduciary capacity for Linn County, Iowa.

A Bank, Savings and Loan Association, or Credit Union providing only depository services shall not be required to provide audited financial statements and related reports on internal control structure.

The Treasurer shall establish an Investment Committee whose purpose shall be to assist in creating an investment strategy, reviewing quarterly the investment statements and policies, and assisting in the selection and retention of professional advisors or consultants to the portfolio. The Committee shall consist of the Treasurer, a Deputy Treasurer, the County Finance Director, and the County Budget Director. Unanimous approval of the Investment Committee shall be required for single investments in excess of five million dollars.

The Treasurer and all employees authorized to place investments shall be covered by either individual bonds or a blanket bond or insurance policy pursuant to Iowa Code Sections 64.10 and 64.15 in a total amount of not less than five million dollars.

VI. PRUDENCE

The County Treasurer, when investing or depositing public funds, shall exercise the care, skill, prudence, and diligence under the circumstances then prevailing that a person acting in a like capacity and familiar with such matters would use to attain the Section I investment objectives. This standard requires that when making investment decisions, the Treasurer shall consider the role that the investment or deposit plays within the portfolio of financial assets of the County and the investment objectives stated in Section I.

VII. INSTRUMENTS ELIGIBLE FOR INVESTMENT

Financial assets of the County may be invested in the following:

1. Interest-bearing savings accounts, interest bearing money market accounts, and interest-bearing checking accounts at any bank, savings and loan association or credit union in the State of Iowa. Each financial institution shall be properly declared as a depository by resolution of the Linn County Board of Supervisors. Deposits in any financial institution shall not exceed the maximum amounts approved by the resolution.
2. Obligations of the United States government, its agencies and instrumentalities.
3. Certificates of deposit and other evidences of deposit at federally insured Iowa depository institutions approved pursuant to Iowa Code Chapter 12C.
4. Iowa Public Agency Investment Trust (IPAIT).
5. Prime bankers’ acceptances that mature within 270 days of purchase and that are eligible for purchases by a Federal Reserve Bank.

6. Commercial paper or other short-term corporate debt that matures within 270 days of purchase and is rated within the two highest classifications, established by a least one of the standard rating services approved by the superintendent of banking rules adopted pursuant to Iowa Code Chapter 17A.

7. Repurchase agreements, provided that the underlying collateral consists of obligations of the United States government, its agencies and instrumentalities, and provided that the County Treasurer takes delivery of the collateral either directly or through an authorized custodian.

8. An open-end management investment company, organized in trust form, registered with the Securities and Exchange Commission under the federal Investment Company Act of 1940, 15 U.S.C. 80(a) and operated in accordance with 17 C.F.R. Section 270.2a-7.

9. Property tax payments may be deposited in non interest-bearing accounts.

All instruments eligible for investment are further qualified by all other provisions of this Investment Policy, including Section IX, Investment Maturity Limitations and Section X, Diversification Requirements.

VIII. PROHIBITED INVESTMENTS AND INVESTMENT PRACTICES

Assets of the County shall not be invested in the following:

1. Reverse repurchase agreements.
2. Futures and options contracts.
3. Derivatives

Assets of the County shall not be invested pursuant to the following investment practices:

1. Trading of securities for speculation or the realization of short-term trading gains.
2. Pursuant to a contract providing for the compensation of an agent or fiduciary based upon the performance of the invested assets.
3. If a fiduciary or third party with custody of public investment transaction records of the County fails to produce requested records when requested by the County within a reasonable time, the County shall make no new investments with or through the fiduciary or third party and shall not renew maturing investments with or through the fiduciary or third party.
IX. INVESTMENT MATURITY LIMITATIONS

Operating Funds must be identified and distinguished from all other funds available for investment. Operating Funds are defined as those funds that are reasonably expected to be expended during a current budget year or within fifteen (15) months of receipt.

All investments authorized in Section VII are subject to the following maturity limitations:

1. Operating Funds may be invested only in instruments authorized in Section VII of this Investment Policy that mature within three hundred ninety-seven (397) days.
2. The Treasurer may invest funds of the County that are not identified as Operating Funds in investments with maturities longer than three hundred ninety-seven (397) days. However, all investments of the County shall have maturities that are consistent with the needs of the County and the strategy of the County Investment Committee.

X. DIVERSIFICATION REQUIREMENTS

Certain other instruments if held by the County are subject to the following diversification requirements:

Prime bankers’ acceptances:

1. At the time of purchase, no more than ten percent (10%) of the investment portfolio of the County shall be invested in prime bankers’ acceptances.
2. At the time of purchase, no more than five percent (5%) of the investment portfolio of the County shall be invested in the securities of a single issuer.

Commercial paper or other short-term corporate debt:

1. At the time of purchase, no more than ten percent (10%) of the investment portfolio of the County shall be in commercial paper or other short-term corporate debt.
2. At the time of purchase, no more than five percent (5%) of the investment portfolio of the County shall be invested in the securities of a single issuer.
3. At the time of purchase, no more than five percent (5%) of all amounts invested in commercial paper and other short-term corporate debt may be invested in paper and debt rated in the second highest classification.
Where possible, it is the policy of the County to diversify its investment portfolio. Assets shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer, or a specific class of securities. In establishing specific diversification strategies, the following general policies and constraints shall apply:

1. Portfolio maturities shall be staggered in a way that avoids undue concentration of assets in a specific maturity sector. Maturities shall be selected which provide stability of income and reasonable liquidity.

2. Liquidity practices shall be used at all times to ensure that the next disbursement date and/or payroll date is covered through maturing investments, marketable U.S. Treasury bills or cash on hand.

3. Risks of market price volatility shall be controlled through maturity diversification so that aggregate price losses on instruments with maturities approaching one year shall not be greater than coupon interest and investment income received from the balance of the portfolio.

XI. SAFEKEEPING AND CUSTODY

All invested assets of the County involving the use of a public funds custodial agreement, as defined in Iowa Code Section 12B.10C, shall comply with all rules adopted pursuant to said Section. All custodial agreements shall be in writing and shall contain a provision that all custodial services be provided in accordance with the laws of the State of Iowa.

All invested assets of the County eligible for physical delivery shall be secured by having them held by a third-party custodian. All purchased investments shall be held pursuant to a written third-party custodial agreement requiring delivery versus payment (DVP) and compliance with all rules set out elsewhere in this Section.

XII. ETHICS AND CONFLICT OF INTEREST

The Treasurer and all officers and employees of the County involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Any personal investments or loans in excess of $10,000 in or with any entity with which the County regularly conducts investment business shall be disclosed in writing to the Linn County Board of Supervisors.

XIII. REPORTING

The Treasurer shall submit quarterly an investment report summarizing quarter-to-date investment activity, market conditions, and setting forth aggregate amounts invested in each type of instrument authorized in Section VII of this policy, and with whom such amounts are invested.
XIV. INVESTMENT POLICY REVIEW AND AMENDMENT

The County Investment Committee shall review the County investment policy every three (3) years or more frequently as appropriate. Notice of amendments to the Investment Policy shall be given promptly to all parties noted in Section II of this policy.