

BOARD OF SUPERVISORS

District 1 | **Stacey Walker**

District 2 | **Ben Rogers**

District 3 | **Brent Oleson**

JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

PH: 319-892-5000 | FAX: 319-892-5009

LinnCounty.org



**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Monday, October 5, 2020

11 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.

Discuss and decide on actions related to the storm of August 10, 2020

Public hearing and first consideration for rezoning case JR20-0005, request to rezone property located in the 4200 block of Boy Scouts Rd, SW SW 17-85-05, from VR (Village Residential) district to CNR (Critical Natural Resources) zoning district, approximately 0.29 acres, Ken Lillig & Kay Lillig Cotter, owners.

Approve and authorize Chair to sign a Security Officer Temporary Services Contract with Per Mar Security for security services at the Harris Building

Discuss submitting a proposal to the U.S. Board on Geographic Names to change the name of a creek in Linn County from Squaw Creek to Wanatee Creek

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

To adhere to social distancing requirements, Linn County employees and the public may participate in this meeting as follows:

- 1) Conference call—telephone number 1-800-945-0974, access code 501116
- 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.

Prepared by Jessie Black
Linn County Planning & Development
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100
(319) 892-5130
Return to Becky Shoop, Auditor's Office

LINN COUNTY ORDINANCE No. - - 2020

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF LINN COUNTY, IOWA BY REZONING AND CHANGING THE DISTRICT CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE 4200 BLOCK OF BOY SCOUTS RD, OR NEAR THE INTERSECTION OF BOY SCOUTS AND WAPSI BANKS ROAD, IOWA FROM THE "VR" VILLAGE RESIDENTIAL TO THE "CNR" CRITICAL NATURAL RESOURCES ZONING DISTRICT

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

SECTION 1. ZONING DISTRICT CHANGED. The zoning of property located in the 4200 Block of Boy Scouts Rd, Iowa legally described as:

Parcel A, Plat of Survey No. 2466, Linn County, Iowa

SECTION 2. ZONING MAP AMENDED. The Planning and Development Director, or his/her designee, is instructed to modify the Official Zoning Map of Linn County, Iowa to reflect the district classification change described in Section 1.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

SECTION 4. 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 5. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 6. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Public hearing and first consideration on the 5th day of October, 2020

Second consideration on the 7th day of October, 2020

Third and final passage on the _____ day of October, 2020.

Published in the Gazette on the _____ day of October, 2020.

LINN COUNTY BOARD OF SUPERVISORS

Chairperson

Supervisor

Supervisor

ATTEST:

Joel D. Miller, Linn County Auditor

STATE OF IOWA)
)SS
COUNTY OF LINN)

I, _____, County Auditor of Linn County, Iowa, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors at a regular meeting of said Board held on _____, 2020 and published as provided by law on _____, 2020.

Linn County Auditor

Subscribed and sworn to me this _____ day of _____, 2020.

Notary Public, State of Iowa



**PER
MAR
SECURITY
SERVICES**

Security Officer Temporary Services Contract

This agreement is made and executed this 2nd day of October, 2020, by and between Per Mar Security & Research Corp., an Iowa Corporation (hereinafter called "Per Mar") and Linn County (hereinafter called "Client") for the period of 30 days starting Monday October 5th 2020 with an unlimited 30 day renewal option. Coverage hours are to be M-F from 0730-1700. Service address to be 1020 6th Street SE Cedar Rapids, IA 52401. Whereas, Client maintains and operates a county building in the City of Cedar Rapids, County of Linn. State of Iowa.

Now, for the consideration set forth, the following is agreed by and between the parties:

1. That Client engages Per Mar to furnish Security Officer service at the Client location in Cedar Rapids.
2. Without limiting responsibility of Per Mar for the proper conduct of the Security Officers and the protection of the protected property, the conduct of the Security Officers is to be guided by policy and rules agreed upon between Client and Per Mar; and such other special written instructions applicable to the services as may be agreed upon by the parties from time to time.
3. Per Mar is responsible for the direct supervision of its Security Officers through its designated agent at the premises to which this contract relates and such agent will in turn be available at all reasonable times to report and confer with the designated agent of the Client with respect to the services.
4. Per Mar agrees that the protection services covered by this contract shall be performed by qualified employees in conformity with practices current in the security industry. Per Mar further agrees that, upon request from Client, Per Mar will remove from service hereunder any of its employees who, in Client's opinion, has displayed unacceptable conduct, as quickly as a qualified replacement is available.
5. All personnel required for the performance of this agreement shall be employees of Per Mar, and Per Mar shall be responsible for the payment of compensation, payroll taxes (federal, state and local), worker's compensation and liability premiums. Where required, Per Mar shall be responsible for the furnishing of uniforms and identification badges.
6. Client will pay Per Mar as set forth in the following schedule of billing rates. Per Mar's invoices are payable upon presentation to Client, without deduction or offset of any kind or nature whatsoever. Client agrees to pay Per Mar interest at one and one-half percent per month or such maximum amount as permitted by law, whichever is less, on any invoice not paid within thirty days of invoice date. In the event Per Mar incurs costs associated with enforcing this or any other provision of this agreement, the costs, to include attorneys fees will be paid by the Client.

Position Hourly	Rate	Overtime & Holiday Rate
Security Officer	\$29.50	\$N/A

In addition to the schedule of billing rates provided herein, the Client shall pay any sales or service taxes which Per Mar is required to charge under applicable laws. Per Mar shall invoice Client for services weekly.

7. It is understood and agreed by the parties hereto that Per Mar is not an insurer and that insurance, if any, covering personal injury and property loss or damage on Client's premises shall be obtained by Client; that Per Mar is being paid for security services designed to augment Client's overall security program and that the amounts being charged by Per Mar are not sufficient to warrant against loss; and that Per Mar does not assume responsibilities for any losses which may occur unless due to Per Mar's sole negligence.

8. This agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof superseding all prior representations, understandings, discussions, negotiations, commitments, and agreements of any kind. The undersigned representatives have express authority to bind their companies with respect to all matters requiring approval or authorization of the above terms and conditions.

Per Mar Security & Research Corp.
P.O. Box 4227
Davenport, Iowa 52808

Linn County
935 2nd Street SW
Cedar Rapids, IA 52404

By: _____

By: _____

Name: Justin Ellyson

Name: _____

Title: Operations Manager

Title: _____

Date: _____

Date: _____